Health Sciences High and Middle College

HSHMC Board Meeting

Published on August 12, 2026 at 6:02 PM PDT

Date and Time

Wednesday August 19, 2026 at 8:00 AM PDT

Location

Meeting Location:
Health Sciences High and Middle College
3910 University Avenue
San Diego, CA 92105

Members of the public may participate remotely through Zoom and may observe the meeting and provide public comment in real time.

Remote Participation:
https://hshmc.zoom.us/j/3720403229?omn=84046876389
Meeting ID: 372 040 3229
Passcode: Board

Telephone - One tap mobile
+16699006833,,3720403229#,,,,*338582# US

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
C.	Approve Minutes	Approve Minutes	Frederick Johnson	1 m

Approve minutes for HSHMC Board Meeting on June 18, 2026

II.	**Open Session - Operational Matters**			**8:03 AM**
A.	Public Comment		Frederick Johnson	10 m

- Members of the public are invited to address the Governing Board on matters within the Board's jurisdiction.
- **General Public Comment:** Members of the public may address the Board regarding matters that are not listed on the agenda but are within the subject matter jurisdiction of the Board.
- **Agenda Items:** Members of the public may address the Board regarding an agenda item when that item is called for consideration.
- **Remote Public Comment:** Members of the public participating remotely may provide public comment in real time through Zoom or by telephone. To request to speak through Zoom, use the **Raise Hand** feature. Telephone participants may follow the instructions provided by the meeting platform to request to speak. Speakers will be recognized by the Board Chair.
- Public comment is limited to **five (5) minutes per speaker**, unless otherwise determined by the Board Chair in accordance with applicable law and the Board's adopted meeting procedures.

B.	Student Report		Maria Machecha	5 m
C.	CEO's Comments		Ian Pumpian	10 m
III.	**Action Items**			**8:28 AM**
A.	2025-2026 Unaudited Actuals	Vote	Greg Ottinger	5 m

		Purpose	Presenter	Time
	Request board approval of 2025-2026 Unaudited Actuals.			
IV.	**Consent Agenda**			**8:33 AM**
A.	2026-2027 Admission Policy		Dominique Smith	1 m
	Request for annual board approval of HSHMC's Admissions Policy.			
B.	HSHMC Bylaws		Dominique Smith	1 m
	Annual approval of HSHMC Bylaws			
C.	2026-2027 Comprehensive School-Site Safety Plan		Dominique Smith	1 m
	Request board approval of 2026-2027 School-Site Safety Plan.			
D.	2026-2027 Emergency Action Plan (Athletics)		Dominique Smith	1 m
	Request board approval of 2026-2027 Emergency Action Plan (Athletics).			
E.	2026-2027 Enrollment Process		Dominique Smith	1 m
	Request board approval for the 2026-2027 Enrollment Process.			
F.	2026-2027 Fiscal Control Policy		Dominique Smith	1 m
	Request board approval of 2026-2027 Fiscal Control Policy.			
G.	2026-2027 General Complaint Policy and Complaint Form		Dominique Smith	1 m
	Request board approval for 2026-2027 General Complaint Policy and Complaint Form.			
H.	2026-2027 Graduation Requirements		Dominique Smith	1 m
	Request annual board approval of HSHMC's graduation requirements.			
I.	Homeless Policy - AB408			1 m
	Request approval of Homeless Policy (AB408).			
J.	Human Trafficking Prevention		Dominique Smith	1 m
	Request annual approval of website info on Human Trafficking Prevention Website Location: https://hshmc.org/student-health-safety/			
K.	Immigration Enforcement Policy		Dominique Smith	1 m

		Purpose	Presenter	Time
	Request annual board approval of Immigration Enforcement Policy.			
L.	2026-2027 Independent Study Policy		Dominique Smith	1 m
	Request board approval for 2026-2027 Independent Study Policy.			
M.	2026-2027 Parent and Family Engagement Policy		Dominique Smith	1 m
	Request board approval of 2026-2027 Parent and Family Engagement Policy.			
N.	2026-2027 Parent-School Compact		Dominique Smith	1 m
	Request board approval of 2026-2027 Parent-School Compact.			
O.	2026-2027 HSHMC Employee Handbook		Dominique Smith	1 m
	Request approval of 2026-2027 HSHMC Employee Handbook.			
P.	2026-2027 Student Handbook		Dominique Smith	1 m
	Request board approval for 2026-2027 Student Handbook.			
Q.	2026-2027 Student Discipline Policy		Dominique Smith	1 m
	Request board approval for 2026-2027 Student Discipline Policy.			
R.	2026-2027 Uniform Complaint Policy and Uniform Complaint Form		Dominique Smith	1 m
	Request annual board approval of the Uniform Complaint Policy and Uniform Complaint Form			
S.	2026-2027 Workplace Violence Prevention Plan		Dominique Smith	1 m
	Request annual board approval of the Workplace Violence Prevention Plan			
T.	Prop 28 - Arts and Music in Schools Fund Annual Report		Dominique Smith	1 m
	Request board approval for Prop 28 Arts and Music in Schools Fund Annual Report			
U.	Williams Act Board Sufficiency Resolution		Dominique Smith	1 m
	Request approval of Williams Act Board Sufficiency Resolution			
V.	Tobacco Free Policy		Dominique Smith	1 m
	Request Board approval for Tobacco Free Policy			
W.	AB126 - Subcontractor Approval		Ian Pumpian	1 m

		Purpose	Presenter	Time
	AB126 - A new law that requires that subcontracts over $100,000 now require board approval			
X.	4283 El Cajon Blvd. Lease		Dominique Smith	1 m
	Request board approval for the updated facility lease at 4283 El Cajon Blvd.			
Y.	Consent Agenda	Vote	Frederick Johnson	5 m
	Consent Agenda Vote on Items A-X			
V.	**Closing Items**			**9:02 AM**
A.	Adjourn Meeting		Frederick Johnson	1 m

In compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act, individuals requiring disability-related accommodations, modifications, or auxiliary aids or services in order to participate in this meeting should contact Dr. Oscar Corrigan at 619-528-9070 or ocorrigan@hshmc.org as soon as possible, and preferably at least **48 hours** prior to the meeting, to allow the HSHMC to make reasonable arrangements. Agendas and related public documents are available in alternative formats upon request.

Agenda materials and supporting documents for this meeting are available for public inspection in accordance with applicable law and may be accessed through the HSHMC BoardOnTrack public portal. Materials distributed to a majority of the Governing Board regarding an open-session agenda item will be made available for public inspection as required by law.

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for HSHMC Board Meeting on June 18, 2026

DRAFT

HSHMC inc.
A California Distinguished School

Health Sciences High and Middle College

Minutes

HSHMC Board Meeting

(Special)

Date and Time
Thursday June 18, 2026 at 8:30 AM

Location
Zoom Meeting
https://hshmc.zoom.us/j/3720403229?omn=84046876389
Meeting ID: 372 040 3229
Passcode: Board

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
Sharp Prebys - 8695 Spectrum Center Blvd., San Diego, CA 92123

Directors Present
A. Carpenter (remote), D. White (remote), F. Johnson (remote), J. Broad (remote), R. Essaian (remote), S. Evans (remote)

Directors Absent

B. Steineckert, D. Gross, J. Kramer, L. Hutchinson, M. Byrd

Ex Officio Members Present
D. Smith (remote), I. Pumpian (remote), S. Johnson (remote)

Non Voting Members Present
D. Smith (remote), I. Pumpian (remote), S. Johnson (remote)

Guests Present
G. Ottinger (remote), Oscar Corrigan (remote), S. Gray (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 Thursday Jun 18, 2026 at 8:32 AM.

C. Approve Minutes

S. Evans made a motion to approve the minutes from HSHMC Board Meeting on 05-26-26.
D. White seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

F. Johnson	Aye
D. Gross	Absent
M. Byrd	Absent
A. Carpenter	Aye
L. Hutchinson	Absent
S. Evans	Aye
R. Essaian	Aye
B. Steineckert	Absent
J. Kramer	Absent
D. White	Aye
J. Broad	Aye

II. Open Session - Operational Matters

A. Public Comment

No public comment.

B. Public Hearing and First Reading of the 2026-27 Local Control and Accountability Plan (LCAP)

F. Johnson stated that this is a public forum for the First Reading of the 2026-2027 Local Control and Accountability Plan (LCAP).

D. Smith led the public presentation of the 2026-2027 LCAP.

F. Johnson asked for public comment regarding the LCAP.

No public comment was made.

F. Johnson closed the public forum.

III. Action Items

A. Approval/Adoption of the 2026-27 LCAP and Budget

S. Evans made a motion to Approve the 2026-2027 LCAP and Budget.
J. Broad seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
D. Gross	Absent
D. White	Aye
R. Essaian	Aye
A. Carpenter	Aye
J. Kramer	Absent
M. Byrd	Absent
B. Steineckert	Absent
L. Hutchinson	Absent
S. Evans	Aye
J. Broad	Aye
F. Johnson	Aye

B. Approval of Amended and Restated Articles of Incorporation and CalSTRS Certification

A. Carpenter made a motion to Approve the amended and restated Artricle of Incorporation and CalSTRS Certification.
D. White seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
R. Essaian	Aye
D. Gross	Absent

Roll Call

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

IV. Closing Items

A. Adjourn Meeting

D.Smith and S. Evans shared the positive outcomes and excitement from a meeting held with Michael Furst at Northwest College. They are collaborating on a plan to bridge the educational gap between high school completion and employment readiness at Sharp (or elsewhere).
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:50 AM.

Respectfully Submitted,
S. Johnson

Documents used during the meeting

- 2026–27 LCFF BOP and Local Control and Accountability Plan.pdf
- 1 HSHMC _ Amended and Restated Articles of Incorporation(10855835.1) (1).pdf

Coversheet

2025-2026 Unaudited Actuals

Section: III. Action Items
Item: A. 2025-2026 Unaudited Actuals
Purpose: Vote
Submitted by:
Related Material: Health Sciences FY25-26 UAR (1).pdf

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 0876

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Roxanna Travers	**Name:** Nadine Creer	**Name:** Andrew Schubert
Title: Financial Accounting and Data Support Manager	**Title:** Senior Financial Accountant	**Title:** CSMC - Consultant
Telephone: 858-295-6700	**Telephone:** 619-725-7592	**Telephone:** 619-823-0672
Email address: roxanna.travers@sdcoe.net	**Email address:** ncreer@sandi.net	**Email address:** aschubert@csmci.com

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Charter School Official:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

Printed Name:

Title:

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature *(Original Signature Required):* _____

Date (MM/DD/YYYY):

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Alternative Form - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 0876

This charter school uses the following basis of accounting: (Select one)

(X) ***(Selected)*** *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

( ) (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	2,399,304.00	-	**2,399,304.00**
Education Protection Account State Aid - Current Year	8012	102,264.00	-	**102,264.00**
State Aid - Prior Years	8019	10,563.00	-	**10,563.00**
Transfers to Charter Schools in Lieu of Property Taxes	8096	5,241,267.00	-	**5,241,267.00**
Other LCFF Transfers	8091, 8097			**0.00**
Total, LCFF Sources		**7,753,398.00**	**0.00**	**7,753,398.00**
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	213,229.00	**213,229.00**
Special Education - Federal	8181, 8182	-	129,132.00	**129,132.00**
Child Nutrition - Federal	8220	-		**0.00**
Donated Food Commodities	8221	-		**0.00**
Other Federal Revenues	8110, 8260–8299		280,307.34	**280,307.34**
Total, Federal Revenues		**0.00**	**622,668.34**	**622,668.34**
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	417,553.00	**417,553.00**
All Other (AO) State Revenues	StateRevAO	526,647.21	2,176,401.01	**2,703,048.22**
Total, Other State Revenues		**526,647.21**	**2,593,954.01**	**3,120,601.22**
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	382,338.24	28,900.00	**411,238.24**
Total, Local Revenues		**382,338.24**	**28,900.00**	**411,238.24**
5. Total Revenues		**8,662,383.45**	**3,245,522.35**	**11,907,905.80**
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	1,336,445.50	1,925,887.35	**3,262,332.85**
Certificated Pupil Support Salaries	1200			**0.00**

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	355,609.27	377,826.50	**733,435.77**
Other Certificated Salaries	1900	39,018.60	95,365.05	**134,383.65**
Total, Certificated Salaries		**1,731,073.37**	**2,399,078.90**	**4,130,152.27**
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	628,520.13	621,593.36	**1,250,113.49**
Noncertificated Support Salaries	2200	79,150.00	45,510.70	**124,660.70**
Noncertificated Supervisors' and Administrators' Salaries	2300	74,775.05	68,804.97	**143,580.02**
Clerical, Technical and Office Salaries	2400	263,578.12	80,513.14	**344,091.26**
Other Noncertificated Salaries	2900	1,208.33	22,626.15	**23,834.48**
Total, Noncertificated Salaries		**1,047,231.63**	**839,048.32**	**1,886,279.95**
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	700,350.25	462,628.55	**1,162,978.80**
Public Employees' Retirement System (PERS)	3201–3202			**0.00**
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	104,702.56	89,698.70	**194,401.26**
Health and Welfare Benefits	3401–3402	306,440.04	310,064.44	**616,504.48**
Unemployment Insurance	3501–3502	4,670.98	6,547.22	**11,218.20**
Workers' Compensation Insurance	3601–3602	24,704.30	18,621.84	**43,326.14**
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			**0.00**
OPEB, Active Employees	3751–3752			**0.00**
Other Employee Benefits	3901–3902	6.23		**6.23**
Total, Employee Benefits		**1,140,874.36**	**887,560.75**	**2,028,435.11**
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	1,836.77		**1,836.77**
Books and Other Reference Materials	4200	3,636.45	796.11	**4,432.56**
Materials and Supplies	4300	223,766.52	75,508.43	**299,274.95**
Noncapitalized Equipment	4400	271,892.04	513,231.75	**785,123.79**
Food	4700			**0.00**
Total, Books and Supplies		**501,131.78**	**589,536.29**	**1,090,668.07**
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100			**0.00**
Travel and Conferences	5200	26,562.96	81,361.10	**107,924.06**
Dues and Memberships	5300	36,162.98	8,530.00	**44,692.98**
Insurance	5400	67,700.18	1,898.50	**69,598.68**
Operations and Housekeeping Services	5500	1,313,192.75		**1,313,192.75**
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	166,247.15	105,815.22	**272,062.37**
Transfers of Direct Costs	5700–5799			**0.00**

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Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	1,012,015.00	390,270.10	**1,402,285.10**
Communications	5900	35,363.14		**35,363.14**
Total, Services and Other Operating Expenditures		**2,657,244.16**	**587,874.92**	**3,245,119.08**
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	**0.00**
Buildings and Improvements of Buildings	6200	-	-	**0.00**
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	**0.00**
Equipment	6400	-	-	**0.00**
Equipment Replacement	6500	-	-	**0.00**
Lease Assets	6600	-	-	**0.00**
Subscription Assets	6700	-	-	**0.00**
Depreciation Expense (Accrual basis only)	6900	192,419.01		**192,419.01**
Amortization Expense - Lease Assets (Accrual basis only)	6910			**0.00**
Amortization Expense - Subscription Assets (Accrual basis only)	6920			**0.00**
Total, Capital Outlay		**192,419.01**	**0.00**	**192,419.01**
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			**0.00**
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			**0.00**
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		**0.00**
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			**0.00**
All Other Transfers	7281–7299			**0.00**
Transfers of Indirect Costs	7300–7399			**0.00**
Debt Service:	-	-	-	-
Interest	7438			**0.00**
Principal (For modified accrual basis only)	7439	-	-	**0.00**
Total Debt Service		**0.00**	**0.00**	**0.00**
Total, Other Outgo		**0.00**	**0.00**	**0.00**
8. Total Expenditures		**7,269,974.31**	**5,303,099.18**	**12,573,073.49**
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		**1,392,409.14**	**(2,057,576.83)**	**(665,167.69)**
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			**0.00**
2. Less: Other Uses	7630–7699			**0.00**
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999	(2,057,576.83)	2,057,576.83	**0.00**

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Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		**(2,057,576.83)**	**2,057,576.83**	**0.00**
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		**(665,167.69)**	**0.00**	**(665,167.69)**
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	6,016,770.71	0.00	**6,016,770.71**
b. Adjustments/Restatements	9793, 9795			**0.00**
c. Adjusted Beginning Fund Balance/Net Position		**6,016,770.71**	**0.00**	**6,016,770.71**
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		**5,351,603.02**	**0.00**	**5,351,603.02**
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	**0.00**
2. Stores (equals Object 9320)	9712	-	-	**0.00**
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	**0.00**
4. All Others	9719	-	-	**0.00**
b. Restricted	9740	-	-	**0.00**
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	**0.00**
2. Other Commitments	9760	-	-	**0.00**
d. Assigned	9780	-	-	**0.00**
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	**0.00**
2. Unassigned/Unappropriated Amount	9790M	-	-	**0.00**
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	1,112,750.20		**1,112,750.20**
b. Restricted Net Position	9797	-		**0.00**
c. Unrestricted Net Position	**9790A**	**4,238,852.82**	**0.00**	**4,238,852.82**
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110	3,089,324.64	3,231,996.63	**6,321,321.27**
b. Fair Value Adjustment to Cash in County Treasury	9111	(12,416.63)		**(12,416.63)**
c. In Banks	9120	267,763.33		**267,763.33**
d. In Revolving Fund	9130	75,210.32		**75,210.32**
e. With Fiscal Agent/Trustee	9135			**0.00**
f. Collections Awaiting Deposit	9140			**0.00**
2. Investments	9150			**0.00**
3. Accounts Receivable	9200			**0.00**

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Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	1,092,102.52		**1,092,102.52**
5. Stores	9320			**0.00**
6. Prepaid Expenditures (Expenses)	9330	306,035.28		**306,035.28**
7. Other Current Assets	9340	3,432.92		**3,432.92**
8. Lease Receivable	9380			**0.00**
9. Capital Assets (accrual basis only)	9400–9489	1,112,750.20		**1,112,750.20**
10. Total, Assets		**5,934,202.58**	**3,231,996.63**	**9,166,199.21**
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			**0.00**
2. Total, Deferred Outflows		**0.00**	**0.00**	**0.00**
I. Liabilities				
1. Accounts Payable	9500	453,654.08		**453,654.08**
2. Due to Grantor Governments	9590		215,078.46	**215,078.46**
3. Current Loans	9640			**0.00**
4. Unearned Revenue	9650		3,016,918.17	**3,016,918.17**
5. Long-Term Liabilities (accrual basis only)	9660–9669	128,945.48		**128,945.48**
6. Total, Liabilities		**582,599.56**	**3,231,996.63**	**3,814,596.19**
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			**0.00**
2. Total, Deferred Inflows		**0.00**	**0.00**	**0.00**
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		**5,351,603.02**	**0.00**	**5,351,603.02**

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L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 0876

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay ($)	Debt Service ($)	Total
a. None	0.00	0.00	**0.00**
b.			**0.00**
c.			**0.00**
d.			**0.00**
e.			**0.00**
f.			**0.00**
g.			**0.00**
h.			**0.00**
i.			**0.00**
j.			**0.00**
Total Federal Revenues Used for Capital Outlay and Debt Service	**0.00**	**0.00**	**0.00**

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount ($) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		**0.00**

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount ($)
a.	None	0.00
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		**0.00**

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount ($)
a. Total Expenditures (B8)	12,573,073.49
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	622,668.34
c. Subtotal of State & Local Expenditures [a minus b]	11,950,405.15
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	192,419.01
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	**11,757,986.14**

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Coversheet

2026-2027 Admission Policy

Section: IV. Consent Agenda
Item: A. 2026-2027 Admission Policy
Purpose:
Submitted by:
Related Material: A - Admissions Policy 2026 - For Board Approval 8-19-2026.pdf

Admissions Policy

(For Board Approval 8/19/2026)

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

HSHMC Bylaws

Section: IV. Consent Agenda
Item: B. HSHMC Bylaws
Purpose:
Submitted by:
Related Material: B - Bylaws and Resoultions - For Board Approval 8-19-2026.pdf

(For Board Approval 8/19/2026)

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).

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
Daniel Gross	Co-Chairman
Dr. Ian R. Pumpian	CEO/President-Ex-Officio
Janie Kramer	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

(Board Approved 8/18/2025)

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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 bought 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, Janie Kramer, 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 18th day of August, 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 18th day of August, 2025

Secretary of the Board of Directors

Health Sciences High and Middle College

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

(Amendment Board Approved 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 nine members, of whom nine constituting a quorum were present at a meeting and duly and regularly called, noticed, convened and held this 24 day of February, 2025, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of 9 members and opposed by 0 members, and that said Resolution has been recorded in the minute book and is in full force and effect.

_____
Frederick G. Johnson, Board Chairman

_____
Janie Kramer, Board Secretary/Treasurer

_____
Sheri A. Johnson, Deputy Board Secretary

Coversheet

2026-2027 Comprehensive School-Site Safety Plan

Section: IV. Consent Agenda
Item: C. 2026-2027 Comprehensive School-Site Safety Plan
Purpose:
Submitted by:
Related Material: C - HSHMC Safety Plan 26-27.pdf

HSHMC, Inc.

School Site Safety Plan

2026-2027

(For Board Approval 8/19/2026)

Contact Information
Health Sciences High & Middle College (HSHMC, Inc)
3910 University Ave. Suite 100
San Diego, CA 92105
Phone: (619) 528-9070; Fax: (619) 528-9084
Website: www.HSHMC.org
Dr. Dominique Smith, Principal: dsmith@hshmc.org
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HSHMC, Inc.
School Site Safety/Emergency Preparedness Plan
2025-2026

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HSHMC, Inc. School Site Safety Plan
2025-2026

Criterion 1, Assessing the Current Status of School Crime

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

An assessment of the current status of crime at HSHMC can be accomplished by reviewing the California Dashboard's suspension and expulsion rate which remains consistently in the "Blue" indicating HSHMC's low-level of suspensions and expulsions. HSHMC's student "MyVoice Survey" indicates 82% of students feel that HSHMC is a welcoming and safe place to learn.

2. Identifying safe school strategies and programs

Criterion 2, Child Abuse Reporting Procedures

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

1. Child abuse reporting procedures consistent with Penal Code Section 11164 et seq.

   (1) All teachers, instructional aides, teacher's assistants, classified employees, administrative officers, supervisors of child welfare and attendance, certificated staff, students' personnel employees, day care center administrators, licensed day care workers, physicians, psychiatrists, psychologists, dentists, and licensed nurses are required to report suspected child abuse.

   (2) A known or suspected instance of child abuse must be reported by telephone, immediately or as soon as practically possible, to one of the child protective agencies. Following the telephoned report, a written report shall be sent within 36 hours of receiving the information concerning the incident.

   (a) Child abuse Team; San Diego Police Department
   Phone: (619) 531-2260

   (b) Integrated Child Protected Services

Department of Social Services
(619) 560-2191. (24-hour response number)

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

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

Supervision and Protection of Pupils from Child Abuse, Neglect, and Sex Offenses

Health Sciences High and Middle College (HSHMC) is committed to maintaining a safe learning environment that protects pupils from child abuse, neglect, sexual abuse and assault, sex offenses, and inappropriate conduct by employees, volunteers, contractors, other adults, or other pupils.

Supervision and Protection of Pupils

HSHMC shall maintain practices and procedures designed to provide appropriate supervision of pupils and reduce opportunities for child abuse, neglect, sex offenses, and other inappropriate conduct. These procedures shall include:

- Maintaining appropriate supervision of pupils during the school day, school-sponsored activities, internships, field trips, extracurricular activities, and other school-sponsored programs.
- Maintaining professional boundaries between pupils and school employees, adult volunteers, contractors, and other adults working on behalf of the school.
- Establishing appropriate limits on electronic and other communications between pupils and employees, volunteers, and contractors, including communication through social media, text messaging, and other electronic platforms.
- Utilizing school facilities and learning environments in a manner that supports appropriate visibility and supervision of interactions involving pupils.
- Taking reasonable measures to avoid situations in which pupils are unnecessarily isolated with an adult in locations that cannot be readily observed or appropriately supervised.
- Providing appropriate supervision and safeguards during off-campus and school-sponsored activities.
- Ensuring employees, volunteers, and other persons working on behalf of HSHMC understand their responsibilities for protecting pupils and reporting suspected child abuse or neglect.

Professional Boundaries

School employees, volunteers, and contractors shall maintain appropriate professional boundaries with pupils at all times.

Interactions with pupils shall be professional, educationally appropriate, and consistent with the individual's school-related responsibilities. Employees, volunteers, and contractors shall not engage in conduct that exploits the adult-pupil relationship, creates an inappropriate personal relationship, or otherwise compromises pupil safety.

Electronic communication with pupils shall be conducted through school-approved communication methods whenever practicable and shall comply with HSHMC policies governing professional boundaries and employee-pupil communications.

Suspected violations of professional boundaries shall be reported to school administration and addressed promptly in accordance with applicable school policy and law. Nothing in this procedure replaces or limits an individual's independent duty as a mandated reporter to report known or reasonably suspected child abuse or neglect to the appropriate agency.

Reporting Suspected Abuse or Misconduct

All mandated reporters shall comply with the Child Abuse and Neglect Reporting Act and HSHMC's child abuse and neglect reporting procedures.

When an employee has knowledge of or observes a child whom the employee knows or reasonably suspects has been the victim of child abuse or neglect, the employee shall make the required report to the appropriate child protective or law enforcement agency. Reporting responsibilities shall not be delegated to another employee or administrator.

Internal notification to a supervisor or administrator does not satisfy or replace a mandated reporter's individual legal reporting obligation.

HSHMC shall respond promptly to allegations of inappropriate employee, volunteer, or contractor conduct and shall take appropriate measures to protect pupils while complying with applicable reporting, investigation, confidentiality, due process, and employment requirements.

Training

HSHMC shall provide required annual training to employees and other individuals required by law regarding:

- Identification and reporting of child abuse and neglect;
- Prevention of abuse, including sexual abuse and assault, on school grounds, by school personnel or volunteers, and in school-sponsored programs;
- Professional boundaries and appropriate adult-pupil interactions; and
- Responsibilities of mandated reporters.

Required personnel shall provide proof of completion of mandated training within the timelines established by law and HSHMC procedures.

School Facilities and Supervision

HSHMC shall maintain written policies, plans, or specifications addressing classroom and nonclassroom environments to promote safe learning environments that can be appropriately supervised.

When reviewing facilities, furnishings, and learning spaces, HSHMC shall consider visibility, accessibility, appropriate supervision, and practices designed to reduce opportunities for abuse, sex offenses, or egregious misconduct.

Response to Concerns

Any pupil, parent/guardian, employee, volunteer, or other member of the school community shall report concerns regarding inappropriate adult-pupil interactions, professional-boundary violations, suspected abuse or neglect, sexual misconduct, or other conduct affecting pupil safety immediately to the Director of HR and school administration.

HSHMC shall respond promptly to such concerns and take appropriate protective and administrative action consistent with applicable law and school policy. When a concern creates a reasonable suspicion of child abuse or neglect, mandated reporting requirements shall apply immediately.

Legal References: Education Code §§ 32100, 32281, 32282, 44010, 44051, 44052, 44242.5, 44691, 44830.1, 44939.5, and 51950; Penal Code § 11165.7.

Criterion 3, Disaster Procedures, Routine and Emergency

Disaster Response Procedures

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

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

Telephone Security:
HSHMC, Inc. has telephones in the temporary reception desk, located on the 1st and 3rd floors, and all offices.

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

- Never allow students to use the telephone without prior approval of an adult who observes the telephone call.
- When leaving on extended breaks or weekends it is advised to disconnect the telephone and place it in a locked drawer or cabinet.
- Never allow students to gather around the telephone without immediate adult supervision.
- If you are the adult in the classroom and you suspect that the telephone has been improperly used, notify administration.

Criterion 4, Policies Related to Suspension/expulsion

(1) Suspension is defined as removal of a student from ongoing instruction for adjustment purposes.

(2) Expulsion is defined as removal of a student from the immediate supervision and control or general supervision of school personnel at HSHMC, Inc.

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

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is

related to school activity or school attendance occurring at the School or at any other school or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Enumerated Offenses

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

1.Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director/Principal or designee's concurrence.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that

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student from being a witness and/or retaliating against that student for being a witness.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in or attempted to engage in hazing of another.
18. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
19. Made terrorist threats against school officials and/or school property.
20. Committed sexual harassment.
21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
22. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.
Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

Criterion 5, Notification to Teachers of Dangerous Pupils

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

- Reference Administrative Procedure 4613.

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

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

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

Criterion 6, Sexual Harassment Policy

(1) Definition of sexual harassment: A form of sexual discrimination which includes, but is not limited to, unwelcome sexual advances., requests for sexual

favors, verbal, visual, or physical conduct of a sexual nature made by someone from or in the education setting (see Office for Civil Rights Sexual Harassment Guidance, 62 Federal Register 12034, March 13, 1997).

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

Criterion 7, School Wide Dress Code

- Reference HSHMC, Inc. Student Handbook

Criterion 8, Procedures for Safe Ingress and Egress of Pupils, Parents, and School Employees to and from School

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

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

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

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

Criterion 9, Safe and Orderly School Environment

Procedures to ensure a safe and orderly environment conducive to learning

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

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

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

Rules and procedures on school discipline.

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

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

Criterion 10, Safe School Plan Development

a. Requirements of SB187 legislation include the following:
    1. The DELAC is responsible for the development of the plan in consultation with law enforcement and other school site councils.
    2. The plan shall be evaluated and modified, as necessary, no less than once per year, and be available to the public.

b. Respond to your school's data by describing programs and activities that address individual school safety needs. (See Comprehensive School Safety Plan attached)

Criterion 11, Opioid Overdose Response

Per the The Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, overdose is common among persons who use illicit opioids such as heroin and among those who misuse medications prescribed for pain such as oxycodone, hydrocodone, methadone, buprenorphine, and morphine. The incidence of opioid overdose is rising nationwide. In 2016, more than 42,000 of the drug overdose deaths in the United States involved some type of opioid, including heroin.

To address the problem, emergency medical personnel, health care professionals, school personnel, people who use drugs, and other community members who may witness and respond to an overdose are being trained in the use of the opioid antagonist medication naloxone, which can reverse the potentially fatal respiratory depression caused by opioid overdose. (Note that naloxone has no effect on non-opioid overdoses, such as those involving cocaine, benzodiazepines, or alcohol.

Protocol in the Event a Pupil is Suffering or Believed to be Suffering from an Opioid Overdose

The San Diego Unified School District and Health Sciences High and Middle College's primary goal in the fight against opioids and fentanyl use is prevention.

HSHMC will use the following prevention strategies:

- Distribute materials to and/or discuss with students content conducive to preventing drug use/abuse such as, but not limited to:
  - How opioids and fentanyl affect the body's systems.
  - Refusal strategies
  - The signs and symptoms of use/abuse
  - The science of addiction
- Distribute safety advice to families regarding opioid overdose prevention.
- Creating a supportive, safe and orderly environment conducive to learning by regularly assessing school climate and using data to develop goals and objectives to address gaps.
- Providing training to staff on building protective factors in students, as well as recognizing the signs and symptoms of use/abuse.
- Add additional strategies used at the school.

The steps outlined in this section are recommended to reduce the number of deaths resulting from opioid overdoses.

STEP 1: EVALUATE FOR SIGNS OF OPIOID OVERDOSE

Signs of **OVERDOSE**, which often results in death if not treated, include:

- Unconsciousness or inability to awaken.
- Slow or shallow breathing or breathing difficulty such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened.
- Fingernails or lips turning blue/purple.

If an opioid overdose is suspected, stimulate the person:

- Call the person's name.
- If this doesn't work, vigorously grind knuckles into the sternum (the breastbone in middle of chest) or rub knuckles on the person's upper lip.
- If the person responds, assess whether he or she can maintain responsiveness and breathing.
- Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.

If the person does not respond, call 911, provide rescue breathing if the person is not breathing on their own, and administer one dose of naloxone.

STEP 2: CALL 911 FOR HELP

AN OPIOID OVERDOSE NEEDS IMMEDIATE MEDICAL ATTENTION.
An essential step is to get someone with medical expertise to see the person as soon as possible. If no emergency medical services (EMS) or other trained personnel is on the scene, activate the 911 emergency system immediately. All you have to say is "Someone is unresponsive and not breathing." Be sure to give a specific address and/or description of your location. After calling 911, follow the dispatcher's instructions. If appropriate, the 911 operator will instruct you to begin CPR (technique based on rescuer's level of training).

STEP 3: ADMINISTER NALOXONE

If the person overdosing does not respond within 2 to 3 minutes after administering a dose of naloxone, administer a second dose of naloxone.

Naloxone should be administered to anyone who presents with signs of opioid overdose or when opioid overdose is suspected. Naloxone is approved by the Food and Drug Administration (FDA) and has been used for decades by EMS personnel to reverse opioid overdose and resuscitate individuals who have overdosed on opioids. Research has shown that women, older people, and those without obvious signs of opioid use disorder are undertreated with naloxone and, as a result, have a higher death rate. Therefore, it is also important to consider naloxone administration in women and the elderly found unresponsive with opioid overdose.

Naloxone can be given by intranasal spray and by intramuscular (into the muscle), subcutaneous (under the skin), or intravenous injection.

Health Sciences High and Middle College uses intranasal spray.

All naloxone products are effective in reversing opioid overdose, including fentanyl-involved opioid overdoses, although overdoses involving potent (e.g., fentanyl) or large quantities of opioids may require more doses of naloxone.

DURATION OF EFFECT. The duration of effect of naloxone depends on dose, route of administration, and overdose symptoms and is shorter than the effects of some opioids. The goal of naloxone therapy should be to restore adequate spontaneous breathing, but not necessarily complete arousal.

More than one dose of naloxone may be needed to revive someone who is overdosing. People who have taken longer acting or more potent opioids may require additional intravenous bolus doses or an infusion of naloxone.

Comfort the person being treated, as withdrawal triggered by naloxone can feel unpleasant. Some people may become agitated or confused, which may improve by providing reassurance and explaining what is happening.

SAFETY OF NALOXONE. The safety profile of naloxone is remarkably high, especially when used in low doses and titrated to effect. When given to individuals who are not opioid intoxicated or opioid dependent, naloxone produces no clinical effects, even at high doses. Moreover, although rapid opioid withdrawal in opioid-tolerant individuals may be unpleasant, it is not life threatening.

Naloxone can be used in life-threatening opioid overdose circumstances in pregnant women.

The FDA has approved an injectable naloxone, an intranasal naloxone, and a naloxone auto-injector as emergency treatments for opioid overdose. People receiving naloxone kits that include a syringe and naloxone ampules or vials should receive brief training on how to assemble and administer the naloxone to the victim. The nasal spray is a prefilled, needle-free device that requires no assembly and that can deliver a single dose into one nostril. The auto-injector is injected into the outer thigh to deliver naloxone to the muscle (intramuscular) or under the skin

(subcutaneous). Once turned on, the currently available device provides verbal instruction to the user describing how to deliver the medication, similar to automated defibrillators. Both the nasal spray and naloxone auto-injector are packaged in a carton containing two doses to allow for repeat dosing if needed.

FENTANYL-INVOLVED OVERDOSES. Suspected opioid overdoses, including suspected fentanyl- involved overdoses, should be treated according to standard protocols. However, because of the higher potency of fentanyl and fentanyl analogs compared to that of heroin, multiple doses of naloxone may be required to reverse the opioid-induced respiratory depression from a fentanyl-involved overdose.
Many anecdotes report more rapid respiratory depression with fentanyl than with heroin, although other reports do not reflect such rapid depression.

Because of these effects, quicker oxygenation efforts and naloxone delivery may be warranted with fentanyl-involved overdoses compared with heroin-only overdoses. However, naloxone is an appropriate response for all opioid overdoses, including fentanyl-involved overdoses.

STEP 4: SUPPORT THE PERSON'S BREATHING
Ventilatory support is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support.

Rescue breathing for adults involves the following steps:

- Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
- Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
- Place your mouth over the person's mouth to make a seal and give two slow breaths.
- Watch for the person's chest (but not the stomach) to rise.
- Follow up with one breath every 5 seconds.

Chest compressions for adults involve the following steps:

- Place the person on his or her back.
- Press hard and fast on the center of the chest.
- Keep your arms extended.

STEP 5: MONITOR THE PERSON'S RESPONSE
All people should be monitored for recurrence of signs and symptoms of opioid toxicity for at least 4 hours from the last dose of naloxone or discontinuation of the naloxone infusion. People who have overdosed on long-acting opioids should have more prolonged monitoring.

Most people respond by returning to spontaneous breathing. The response generally occurs within 2 to 3 minutes of naloxone administration. (Continue resuscitation while waiting for the naloxone to take effect.)
Because naloxone has a relatively short duration of effect, overdose symptoms may return. Therefore, it is essential to get the person to an emergency department or other source of medical

care as quickly as possible, even if the person revives after the initial dose of naloxone and seems to feel better.

SIGNS OF OPIOID WITHDRAWAL. The signs and symptoms of opioid withdrawal in an individual who is physically dependent on opioids may include body aches, diarrhea, tachycardia, fever, runny nose, sneezing, piloerection (gooseflesh), sweating, yawning, nausea or vomiting, nervousness, restlessness or irritability, shivering or trembling, abdominal cramps, weakness, tearing, insomnia, opioid craving, dilated pupils, and increased blood pressure. These symptoms are uncomfortable, but not life threatening. After an overdose, a person dependent on opioids should be medically monitored for safety and offered assistance to get into treatment for opioid use disorder.

If a person does not respond to naloxone, an alternative explanation for the clinical symptoms should be considered. The most likely explanation is that the person is not overdosing on an opioid but rather some other substance or may be experiencing a non-overdose medical emergency.

In all cases, support of ventilation, oxygenation, and blood pressure should be sufficient to prevent the complications of opioid overdose and should be given priority if the response to naloxone is not prompt.

DO'S AND DON'TS WHEN RESPONDING TO OPIOID OVERDOSE

· DO attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.

· DO administer naloxone and utilize a second dose, if no response to the first dose.

· DO put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.

· DO stay with the person and keep the person warm.

· DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum (center of the chest or rib cage), or light pinching, the person may be unconscious.

· DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.

· DON'T inject the person with any substance (e.g., saltwater, milk, stimulants). The only safe and appropriate treatment is naloxone.

· DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into the lungs can cause a fatal injury.

· NOTE: All naloxone products have an expiration date, so it is important to check the expiration date and obtain replacement naloxone as needed.

Criterion 12, Procedures to Respond to Individuals Experiencing a Sudden Cardiac Arrest

The San Diego Unified School District and Health Sciences High and Middle College are committed to responding to incidents involving an individual experiencing a sudden cardiac

arrest or a similar life-threatening medical emergency while on school grounds. HSHMC's procedures are in place to ensure the timely care of individuals experiencing a cardiac emergency through trained personnel and the use of an on-site automated external defibrillator (AED).

HSHMC has a Cardiac Emergency Response Team (CERT) Coordinator, Nick Swift, who is responsible for training for staff to respond to sudden cardiac arrests or other life threatening emergencies. Specialized teams that are prepared to respond include HSHMC's Student Engagement Team (SET), Career Development Team (CDT), and our School Operation Specialist (SOS) Manager. These teams have access to all students as each SET member is responsible for a different floor on HSHMC's campus. The CDT is responsible for our students that are off campus at internships. The teams are detailed below:

CERT and SOS Manager::
Nick Swift: Emergency Response Team Coordinator in partnership with Dominique Smith, Principal.
Johnnie Gomez: EMS Coordinator, communicating with EMS for location. This is in partnership with Broc Arnaiz, Vice Principal.
Demetrius Davenport: Floor two SET/CERT member
Karina Herrera: Floor two SET/CERT member
Mikayla Haywood: Floor three SET/CERT member
Nick Regas: Floor Four SET/CERT member

CDT:
Cory Lauritzen: Internship Coordinator
Harley Miranda: Internship Supervisor
Daniel Zazueta: Internship Supervisor
Megan Romo: Internship Supervisor
Sarah Gonzalez: Internship Supervisor
Ryan Wolf: Internship Supervisor sub
Ramla Ahmed: Internship Supervisor sub

In case of an emergency on site:

- Team member will push Centegix badge three times to alert of medical need.
- Centegix response team and/or SET/CERT member and CERT Coordinator will arrive in an isolated area for need.
- SET/CERT will stay with individuals experiencing an emergency until the CERT Coordinator is present.
- CERT Coordinator will tell SET/CERT what call to put in, SET/CERT will make a 911 call and communicate with Johnnie Gomez.
- Johnnie Gomez and SET/CERT members will be present for EMS to arrive.
- Johnnie Gomez will communicate with families as needed.
- SET/CERT members will communicate back with teaching staff.

In case of emergency off campus:

- Team members will call and text the CERT Coordinator, Internship supervisor and medical support (911) at the internship site.

- Internship Coordinator will travel to the internship site and communicate with Johnnie Gomez for communication home.
- Internship Coordinator will communicate back to Broc Arnaiz, Vice Principal
- Internship CERT members will stay with students until medical support or internship supervisor arrive.

Criterion 13, Instructional Continuity Plan

The purpose of an Instructional Continuity Plan (ICP) is to ensure the seamless continuation of education during emergencies that disrupt traditional in-person instruction in accordance with Education Code Sections 41422 and 46392(a). At the heart of this plan, is a protocol outlining how the LEA will engage with students and their families as soon as practicable, but no later than five calendar days, following an emergency.

Health Sciences High and Middle College (HSHMC) serves over 540 students in the City Heights area of San Diego County.

Communication

HSHMC uses PowerSchool for all school communication, primarily with email, text and app notifications. We encourage parents to access their accounts so they can download the mobile app and update their preferences on when and how they are notified. In the event of an emergency disrupting in-person instruction, HSHMC/school site communication will establish two-way communication through PowerSchool within five calendar days. Staff, families and students will:

• Utilize PowerSchool to send automated calls, text messages, and emails in multiple languages.
• Ensure ongoing communication and support through additional channels, including email, phone, the school website and social media to address students' social, emotional and academic needs.
• Use Zoom to conduct virtual check-ins with families, including home visits if needed, to assess well-being and learning needs.
• Receive regular updates regarding instructional plans, grading policies, schedules and students' expectations through PowerSchool, district and school websites to ensure continuity during remote or disrupted learning.

Technology

HSHMC prioritizes access to devices and connectivity for all students. All students in grades 9-12 are assigned a MacBook/Chromebook at the start of each school year. Additionally, those in need of wi-fi may check out a hotspot. Anyone who requires a computer repair are able to

exchange their devices for working ones, coordinated by each school site. In the event of an emergency that disrupts in-person instruction, HSHMC will:

• Provide all HSHMC students with assigned devices. For families without internet access, HSHMC will distribute Wi-Fi hotspots.
• Provide guidance and training resources for families and students on how to access digital platforms.
• Offer printed instructional materials for students without internet access.
• Ensure accessibility features are enabled and available for students with disabilities.

Those who have tech-related questions – from log-in information to access of learning applications – can visit the HSHMC website and access the Technology Support Homepage or contact a district computer technician via a dedicated tech help email- asilveyra@hshmc.org.

Instructional Access Plan

To ensure the seamless continuation of education during emergencies that disrupt traditional in-person instruction, educational opportunities offered to all HSHMC students will prioritize essential learning and make standards-aligned learning objectives achievable. Students will be provided distance learning with live instruction (synchronous direct instruction) and live interaction (asynchronous small group and individual help). Within 10 instructional days following the emergency,

HSHMC will provide:

A. In person and remote instruction options
    a. If at all possible, temporary in-person instruction will be provided at HSHMC or through agreement with a neighboring district, county office of education, or charter school.
    b. Utilize Canvas for remote instruction with live virtual lessons via Zoom.

B. Instructional Standards
    a. HSHMC will adhere to the standards equivalent to Independent Study Programs per Ed Code sections 51747 and 51749.5.
    b. Teachers will provide daily lessons, assignments, and instructional support through Canvas & Clever and printed learning packets.
    c. Students with IEPs and 504 plans will continue to receive accommodations, modifications, and designated instructional support services to the best extent possible.

To log in to Clever, please visit hshmc.org and click on the Clever link. Be sure your student's school email and password is entered. If you need their email and password, please contact tech support at asilveyra@hshmc.org.

Students

Check Canvas classroom for each class and complete the essential assignments posted by the teachers. Hand in assignments based upon proposed due dates. The completion of assignments is to provide access to course content and materials in order to support student learning progress.

Attendance, Grading, and Progress Monitoring:

• Student attendance will be tracked through participation in virtual class meetings and assignment completion.
• Feedback will be provided on student work and progress.
• Support staff will monitor engagement and follow up with families who show signs of disengagement.

Equitable Access

HSHMC is committed to serving all students, including students with disabilities, English language learners, foster youth, and students experiencing housing insecurity, during emergencies that disrupt traditional in-person instruction. Through coordination across departments and with community partners, HSHMC ensures that students' academic, social-emotional, and basic needs are met, regardless of circumstance. In the event of a natural disaster or emergency, HSHMC will:

• Support English learners through site English Language Development (ELD) lead teachers and in coordination with the Education Services department by identifying, monitoring and providing support to students using resources such as Achieve3000, iReady and StudySync to deliver asynchronous instruction aligned to students' language proficiency levels.
• Coordinate support for students in foster care by connecting students with available district, county and community resources, including devices, internet hotspots, clothing, school supplies, and counseling.
• Provide outreach to students experiencing housing insecurity by facilitating access to food, school supplies, hygiene products, technology, school-based mental health resources and other community services.
• Ensure continuity of services for students with disabilities by regularly reviewing IEPs and when necessary, adjusting plans to maintain access to instruction, therapies and health related supports in collaboration with program specialists, school psychologists, case managers and related service providers.
• Facilitate regular communication between families and special education teams, including general education teachers to address any gaps in engagement, learning or technology access due to disruptions to traditional in-person school.

Well-Being

In order to monitor and support the mental health and social/emotional well-being of students and staff, HSHMC will utilize the Multi-tiered System of Support (MTSS) framework to ensure broad, targeted, and intensive strategies that are available to all students at any given time, dependent on their needs. HSHMC partners with OPSAM Health to provide resources for families for their mental health needs. Further resources, including community mental health services, can be found at hshmc.org

Site-Based Collaboration:

In recognition of the importance of partner engagement in engendering trust and strengthening informed partnerships, HSHMC will engage in collaboration with staff, parents, students and community members as soon as practicable, but no later than five calendar days following an emergency.

HSHMC will regularly review and update the plan based on feedback and lessons learned.

Criterion 14, Accommodations Related to Relevant Federal Disability Laws

a. The School Safety Plan will be reviewed to ensure that the plan includes appropriate adaptations for pupils with disabilities in accordance with the federal Individuals with Disabilities Education Act regarding disaster procedures.
b. Plan review would allow a school employee, a pupil's parent, guardian, or educational rights holder, or a pupil, to bring concerns about an individual pupil's ability to access disaster safety procedures described in the school safety plan to the school principal,
c. The principal would determine if there is merit to the concern and if the safety plan needs to be modified.

Criterion 15, Procedures to Assess and Respond to Reports of Any Dangerous, Violent or Unlawful Activity

The safety plan includes procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school. (See specific sections on Weapons, Disturbances, Threats and Violence and other relevant areas in the Site Emergency Preparedness Plan below)

Site Emergency Preparedness Plan

General Discussion

20

In order to prepare to react in the event of an emergency, we are required to formulate a sight emergency preparedness plan. This plan is intended to coordinate all emergency activities of staff and students, and give each person on site a definite plan of action to follow in the event of an emergency. It is most important for staff to realize that emergency preparedness must become a normal part of a continuous planning process throughout the year. A well-prepared and tested plan will minimize injuries and loss of life in a major disaster. Therefore, it is expected that all staff members be familiar with the school's emergency preparedness plan. Disaster planning experts indicate that in the event of a natural calamity such as an earthquake. School staff should be prepared to be self-sufficient for as long as 72 hours. It is the goal of the HSHMC, Inc. administration to ensure the safety and accountability of students and staff and at the same time provide for their needs within that 72 hours. This is a requirement of California State Education Code. Staff members should remember that in times of stress, they must remain calm, evaluate the situation and act based on the best available information. Be aware that your calm behavior and clear communication will influence the students and other staff members.

Remember

Your first priority is the safety of the students!

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

Staff Suggestions and Responsibilities

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

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

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

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

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

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

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

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

Stay Calm

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

Emergency Drill Information Dates

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

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

Drill Type	**Date**
Staff Professional Development	August 6, 2026
Basic Evacuation Drill	August 13, 2026
Fire Drill	September 4, 2026
Earthquake Drill (Great Shakeout)	October 15, 2026 @ 10:15a
Lock Down Drill	December 1, 2026
Earthquake/Fire Drill #2	February 9, 2027
Lockdown Drill #2	March 23, 2027
Fire Drill only	May 4, 2027

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

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

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

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

RULES DURING DRILLS

(1) Proceed quickly and quietly to the designated area. No running or talking through the duration of the drill. Classes must remain together.
(2) Teachers will lead the class. Assign a dependable student to make certain the room is clear.
(3) Teacher will take roll sheets (attendance) and emergency pack when evacuating.
(4) Leave other books and belongings in the room, except valuables, which may be carried during the drill.
(5) If leaving injured people in the room. Designate this status by placing the yellow caution tape on the exit area of the classroom or area.
(6) If an exit is blocked, the teacher will select the next best route to exit safely.
(7) Upon reaching the designated area the class is to sit quietly and stay together.
(8) Send the Teacher Emergency Report Form to the EOC.
(9) Remain clear of all buildings/structures.
(10) When the all clear is sounded, return to the class via the same evacuation route calmly and quietly in a single file.

Staff/Student Awareness and Preparation

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

DROP DUCK COVER

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

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

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

Alarm Signals

Fire	Continuous short rings

Earthquake	Manual signal (Alternating long alarm and short alarm)
Real Earthquake	Movement/Vibration of ground
Shooter/Gunfire	Tremendous noise or blinding glare Manual signal (red flashing lights, audible PA announcement, staff desk takeover)
Disturbance:	The principal or designee will activate actions according to need.
(Possible Lock down)	Manual signal (one long alarm or verbal signal 3 times" **Lock Down Lock Down Lock Down)"**
Bomb Threat	Fire Alarm or Verbal instructions –**evacuate**-

Evacuation Procedures

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

Authority to Evacuate

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

Evacuation Warnings

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

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

1. On-site Evacuation – a series of short bells (fire alarm, white flash and audio message.)
2. In Place Sheltering/Lock down – Red flashing lights, audible message and staff desktop takeover.
3. A all staff message sent using Remind 101

Evacuation Locations

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

Area #1 – Terralta Park

Area #2 – Terralta Park (except for earthquake) Park De La Cruz

Off Site Evacuation Sites

Area #3 – Park De La Cruz

Staff Evacuation Procedures

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

Students/Staff with disabilities

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

Searching of Facilities

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

Roll Call

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

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

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

Remote Sheltering

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

Reunification

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

Canceling Evacuation

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

Return to School

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

Roles and Responsibilities of Mental Health Professionals

Mental health professionals at HSHMC are available for crisis counseling and referrals to outside agencies. Students who have witnessed a violent act can access mental health professionals on campus and these staff members interact with teachers to identify students who may need additional services. Mental health professionals are involved in MyVoice survey including analysis, interpretation and action planning to create and maintain a positive school climate.

In addition, HSHMC uses Handle With Care (HWC), a protocol designed in collaboration with the District Attorney to enhance communication between law enforcement and schools regarding children's exposure to traumatic events. Students may exhibit academic, emotional, and/or behavioral problems as a result of the event. HWC is aimed at ensuring that school-aged children who are exposed to trauma receive trauma sensitive support in lieu of punishment. The HWC notice indicates the student has experienced an adverse event, it does not indicate a criminal event. If a law enforcement officer encounters a school-aged child during a call that could be traumatic to him or her, the child's name and the three words HANDLE WITH CARE are forwarded to the student's school before school starts the next day. The purpose is to ensure that children who experience trauma are "Handled with Care" to reduce the negative effects experienced by exposure to trauma.

Basic Actions in an Emergency

A. Emergency: **Fire:** Basic Evacuation
Signal: Continuous short rings, White Flashing Light, & an Audible Message
Action: Evacuate building to Emergency Assembly Area
All Clear: Verbal command

B. Emergency: **Earthquake**:
Signal: Alternating long and short blast from bull horn or ground movement
Action:1. Inside: Duck, Cover, and Hold position under furniture and hold furniture to keep it from moving away. If possible, stay away from glass windows, overhead hanging objects, light fixtures, bookshelves, etc. May also stand in the doorway.
2. Outside: Drop, Duck, and Cover – Stay away from buildings, walls, trees, utility lines and poles, wires, and other objects that may fall.

3. For a drill, Drop Duck Cover – remains in effect until the bell ends and a verbal direction is given on how to proceed whether students are inside or out.

All Clear: Verbal command

C. Emergency: Explosion, plane crash or surprise attack:
Signal: Tremendous noise or sudden glare
Action: Drop Duck Cover – until verbal directions are given on how to proceed whether inside or out.
All Clear: Verbal command

D. Emergency: Active Shooter/Gun fire:
Signal: Sudden burst of gunfire
Action: Lie down immediately in a prone position(flat, face down) and do not move. If students are outside, Run in a ZigZag Pattern, Hide, drop onto ground at once. "***Run," "Hide," and "Fight"*** are the actions that both the Federal Bureau of Investigation and U.S. Department of Homeland Security recommend in an active shooter situation. Each action is explained in further detail below:

Run

If possible, attempt to evacuate the premises. Be sure to:

• Have an escape route and plan in mind.
• Evacuate regardless of whether others agree to follow.
• Leave your belongings behind.
• Help others escape, if possible.
• Prevent individuals from entering an area where the active shooter may be. • Keep your hands visible when engaging with law enforcement.
• Follow the instructions of any police officers.

• Do not attempt to move wounded people.
• Call 911 when you are safe.

Hide

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:
• Be out of view.
• Provide protection if shots are fired in your direction (i.e., an office with a
closed and locked door).
• Not trap you or restrict your options for movement.
• Can prevent an active shooter from entering. (i.e. you should be able to lock
the door).
• Blockade the door with heavy furniture.

If the active shooter is nearby:

• Lock the door.
• Silence your cell phone.
• Turn off any source of noise (radios, televisions).
• Hide behind large items (cabinets, desks).
• Remain quiet.
• If evacuation and hiding are not possible, remain calm.
• Dial 911, if possible, to alert police to the active shooter's location.

- If you cannot speak, leave the line open and allow the dispatcher to listen**.**

Fight

As a last resort, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against him/her.
- Throwing items and improvising weapons.
- Yelling.
- Committing to your actions.

All Clear: Verbal command

E. Emergency: Major disturbance in neighborhood: (SWAT action in area, major auto accident, etc.)
Signal: Phone call from police or reliable sources. Students go into lockdown procedures.
Action: Students remain in the classroom with all doors locked and stay away from windows. Notify security or administration to lock main doors.
All Clear: Verbal Command

F. Emergency: Bomb Threat:
Signal: "Bomb Threat" call made to school. Verbal instructions will be given. Evacuate to the Emergency Assembly Area.
Action: The majority of "bomb threat" telephone calls and notes are to be handled quickly and efficiently. The safety of all school personnel and the prevention of panic are the primary considerations. In the event that a bomb threat is received by telephone, the following actions should be taken:

1. Person receiving threat – keep the caller on the line as long as possible. Delay the caller with such statements as: "I am sorry, I did not understand you," What did you say? Etc. Try to get as much information from the caller as possible.

2. Recipient of bomb threat – call notifies Principal or administration, immediately after caller hangs up or while on phone if possible.

3. Immediately notify:

San Diego Police or Fire Department: 911

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

All Clear: Verbal command

Immigration Enforcement on or Near School Grounds

Health Sciences High and Middle College shall maintain procedures to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on a school site.

For purposes of this procedure, "school site" includes an individual school or campus, a school-sponsored activity, or a school bus or other form of LEA-provided transportation.

Upon confirmation of immigration enforcement presence, HSHMC administration or its designee shall initiate the appropriate notification procedures.

Parents/Guardians: Notification may be provided through the school's autodialer, email notification system, or other established parent communication system.

Teachers and School Personnel: Notification may be provided through email, Remind, or other established staff communication systems.

Administrators: Notification may be provided through text message, Remind, email, and/or conference call when necessary.

The notification shall include appropriate information regarding the confirmed immigration enforcement activity, including the date, time, and location, while protecting confidential student, family, and personnel information and complying with applicable state and federal privacy requirements.

Real-time notification shall be provided when there is a direct threat to the safety of the school, a school-sponsored activity, or school-provided transportation, or when the enforcement activity results in a substantial disruption at one of these locations.

Staff shall promptly report suspected immigration enforcement activity to school administration. Administration shall confirm the presence of immigration enforcement before initiating the notification procedures required by this section.

Legal References: Education Code §§ 32282, 47605, 47605.6, and 47606.3.

Effective through January 1, 2031, unless extended by law.

(For Board Approval 8/19/2026)

Responding to On-Campus Immigration Enforcement

As early as possible, Health Sciences High and Middle College School (HSHMC) personnel shall notify the school CEO or designee of any request by an immigration or law-enforcement officer seeking access to the school site or any student to conduct immigration enforcement, or any requests for review of school documents (including for the service of lawful subpoenas, petitions, complaints etc.).

In addition, if an officer appears on campus specifically for immigration-enforcement purposes, HSHMC personnel must take the following actions:

1. Advise the officer that before proceeding with the request, and absent exigent circumstances, school personnel must first receive notification and direction from the CEO;
2. Ask to see (and make a copy of or note) the officer's credentials (name and badge number), and ask for, and copy or note, the phone number of the officer's supervisor;
3. Ask the officer for her/his reason for being on school grounds and document it;
4. Ask the officer to produce any documentation that authorizes school access;
5. Make copies and retain a copy of all documents provided by the officer. Retain one copy for school records;
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, school personnel should comply with the officer's orders and immediately contact the CEO.

If the officer does not declare that exigent circumstances exist, school personnel shall respond to the requirements of the officer's documentation as follows. If the officer has:

- **An ICE (Immigration and Customs Enforcement) administrative warrant:** HSHMC personnel shall inform the officer that they cannot consent to any request without first consulting with the our school's legal counsel or other designated agency official;
- **A federal judicial warrant (search-and-seizure warrant or arrest warrant):** Prompt compliance with such a warrant is usually legally required. If feasible, consult with HSHMC's legal counsel or designated administrator before providing the officer/agent access to the person or materials specified in the warrant;
- **A subpoena for production of documents or other evidence:** Immediate compliance is not required. Therefore, the Charter School personnel shall inform the HSHMC's legal counsel or other designated official of the subpoena and await further instructions on how to proceed.

School personnel should not consent to access by an immigration-enforcement officer, except as described above. At the same time, personnel shall never physically impede an officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If the officer enters the premises without consent, personnel shall document his or her actions while on campus and if feasible, accompany them at all times.

Health Sciences High & Middle College
3910 University Ave. Suite 100 San Diego, CA 92105 Tel: 619-528-9070 Fax: 619-528-9084 hshmc.org

After the encounter with the immigration officer, HSHMC personnel shall promptly take written notes of all interactions with the officer. The HSHMC personnel shall provide notes, and associated documents collected, of the interaction to the legal counsel or designated administrator. HSHMC's legal counsel or designated administrator shall submit a timely report to the governing board regarding the officer's requests and actions and school's response(s). The notes taken by personnel must include, but are not limited to:

1. List or copy of the officer's credentials and contact information;
2. List of all school personnel who communicated with the officer;
3. Details of the officer's request;
4. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
5. Charter School personnel's response to the officer's request;
6. Any further action taken by the officer/agent;
7. Photo or copy of all/any information presented by the agent.

Any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes will be reported to the Bureau of Children's Justice in the California Department of Justice at BCJ@doj.ca.gov

Parental Notification

Before a student can be interviewed or searched by any officer seeking to enforce civil immigration laws at HSHMC, school personnel must receive consent from the student's parent or guardian, unless the officer presents a valid, effective warrant signed by a judge or presents a valid, effective court order.

HSHMC personnel must immediately notify the student's parents or guardians if a law-enforcement officer or employee of an agency requests or gains access to a student for immigration-enforcement purposes unless that access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Training

HSHMC will establish training regarding immigration issues for teachers, school administrators, and school staff, including information on responding to a request from an officer enforcing immigration law to visit a school site or to have access to a student. HSHMC has designated an HR Director, Oscar Corrigan, to facilitate training programs for staff, help provide non-legal advice to families and assist in communications with HSHMC and other stakeholders in local and state government.

Attachments:

I. Teacher's Report
II. Previously Reported Missing, Injured or Absent
III. Site Map
    a. Campus map
        i. First, Second, Third and Fourth Floors
        ii. HSHMC, Inc. maps of evacuation routes

IV. Emergency Phone Numbers
    a. City of San Diego Police Dept.
    b. City of San Diego Fire-Rescue
    c. City of San Diego Fire-Rescue Emergency Card

V. San Diego Fire Dept. Emergency Supply List

VI. Recommended First Aid Supplies
VII. HSHMC, Inc. Staff Roster List
VIII. Student Alphabetical Roster/demographics
IX. Security/Alarm Lockdown Procedures
X. Administrative Procedures

I: Teachers Report

Teacher's Report

Teacher's Name:_____ Room#_____

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

_____ All present and accounted for

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

_____

_____

_____

List known casualties below:

_____

_____

Teacher's Report

Teacher's Name:_____ Room#_____

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

_____ All present and accounted for

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

_____

_____

_____

List known casualties below:

_____

_____

II: Previously Reported Missing, Injured or Absent

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

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

_____ _____
Staff Signature Room number

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

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

_____ _____
Staff Signature Room number

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

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

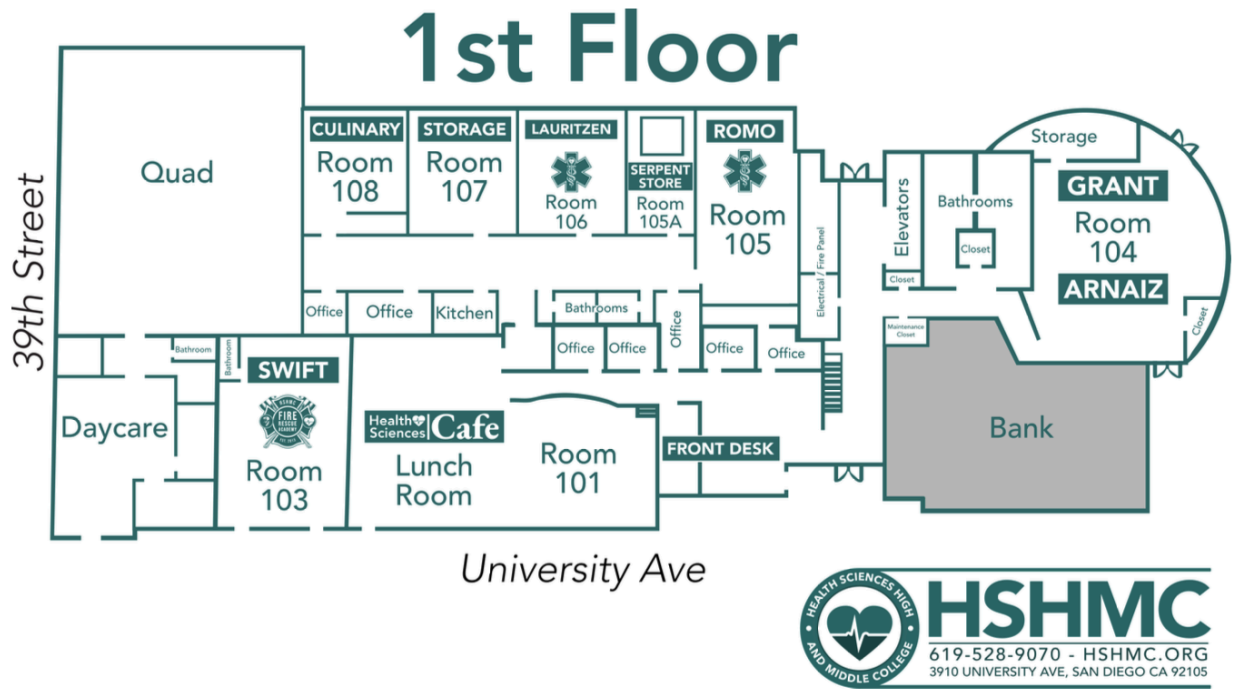
_____ _____
Staff Signature Room number

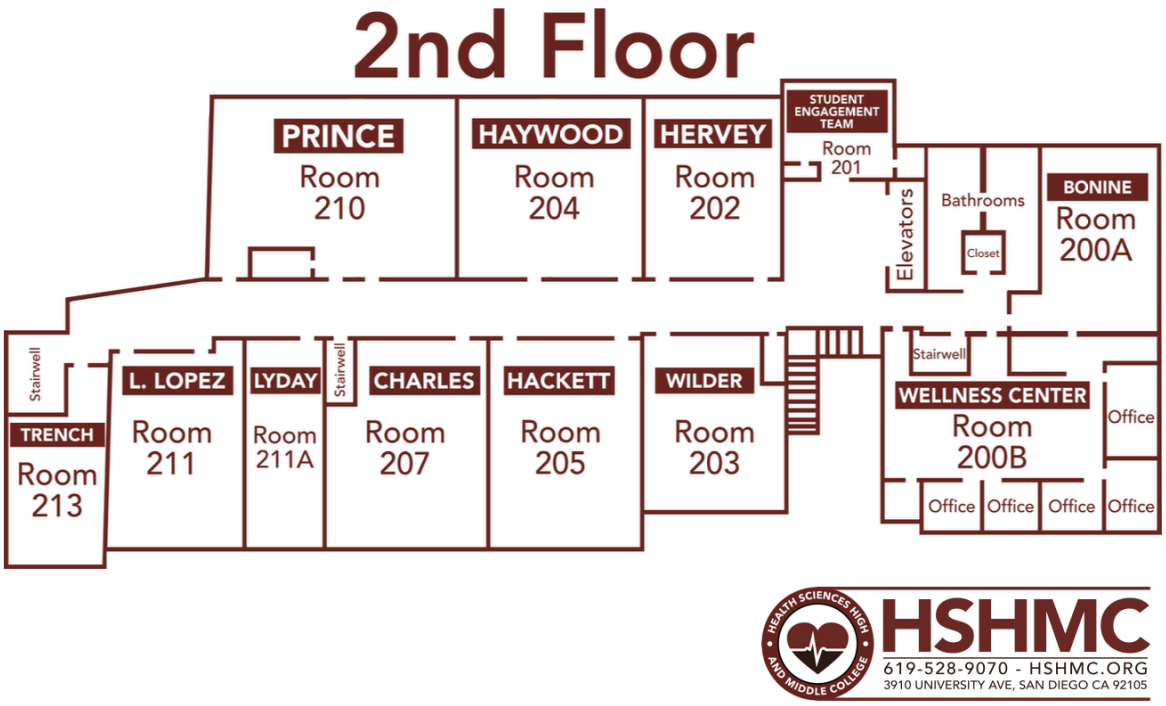
Previously Reported Missing, injured or Absent Person
(Circle One)

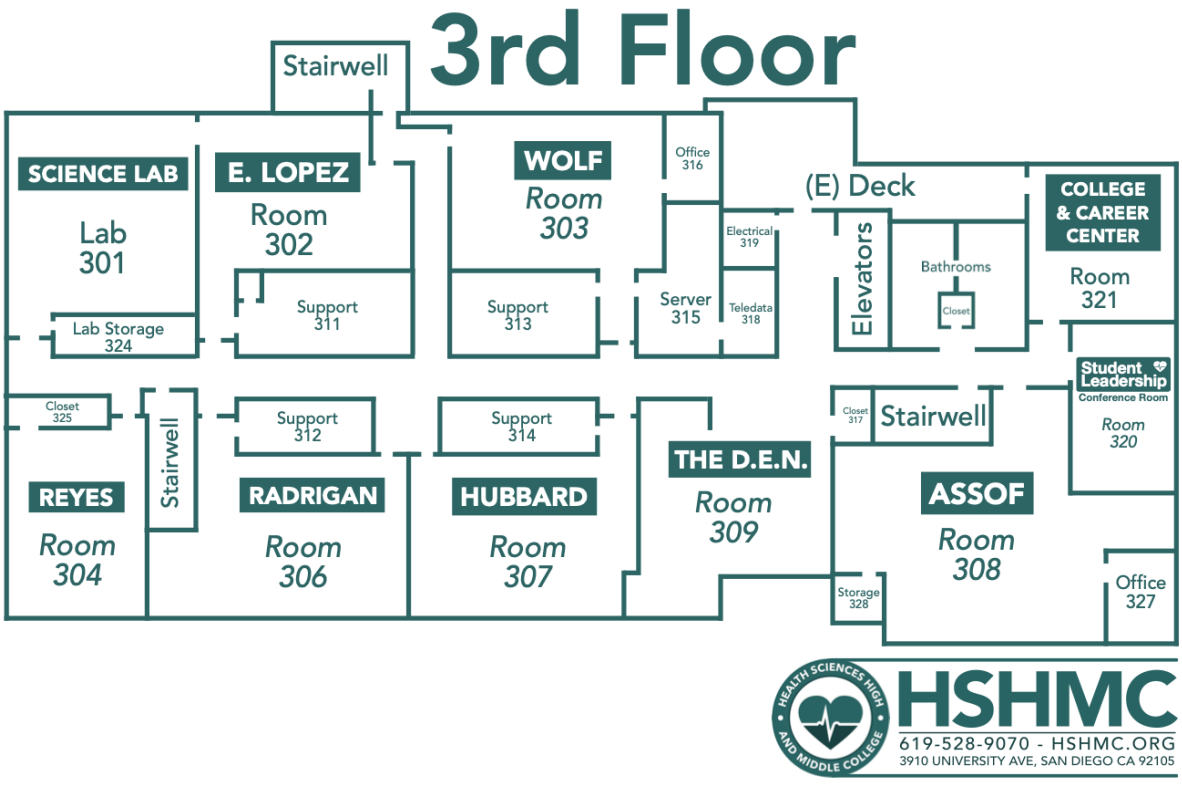
_____ was previously reported (circle one) missing, injured, or absent but is now present and accounted for.

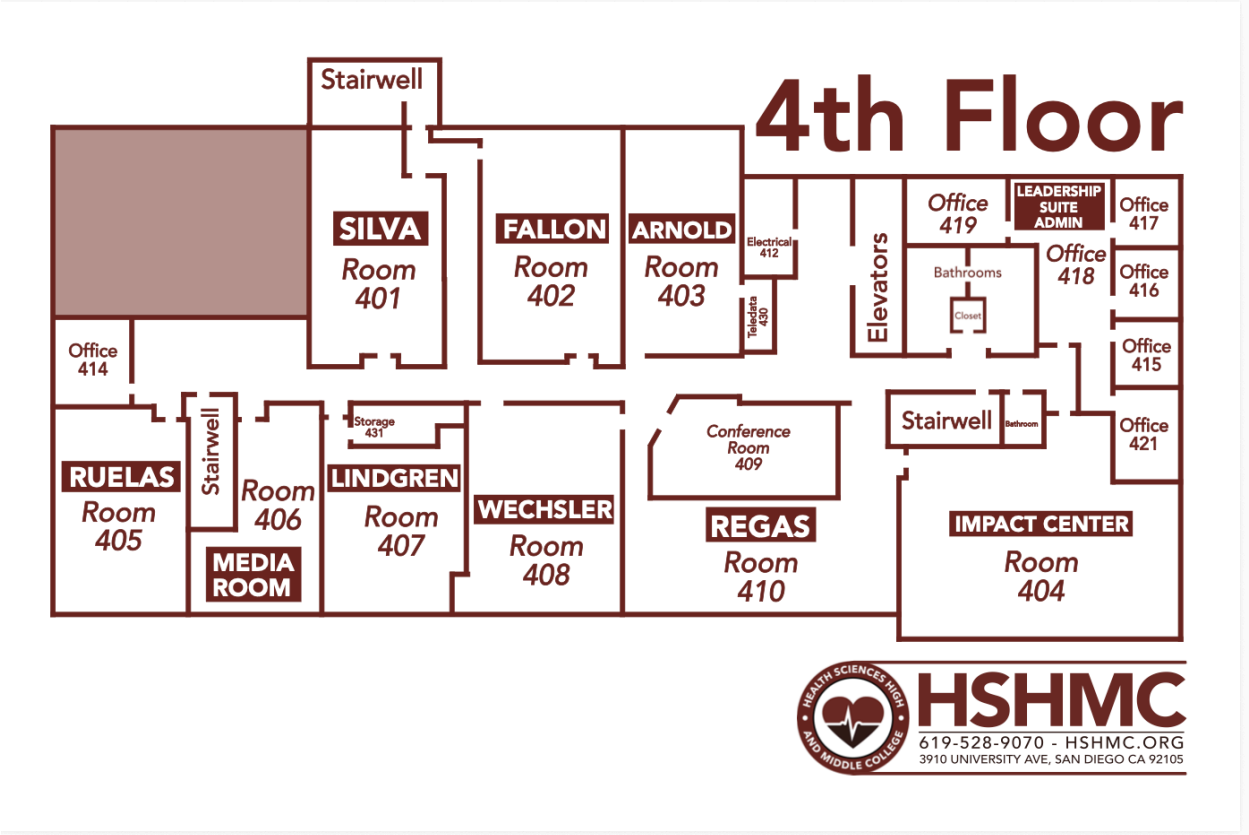
_____ _____
Staff Signature Room number

III: Site Maps




2nd Floor
PRINCE
Room 210
HAYWOOD
Room 204
HERVEY
Room 202
STUDENT ENGAGEMENT TEAM
Room 201
Elevators
Bathrooms
Closet
BONINE
Room 200A
Stairwell
TRENCH
Room 213
L. LOPEZ
Room 211
LYDAY
Room 211A
Stairwell
CHARLES
Room 207
HACKETT
Room 205
WILDER
Room 203
Stairwell
WELLNESS CENTER
Room 200B
Office
Office
Office
Office
Office
HSHMC
619-528-9070 - HSHMC.ORG
3910 UNIVERSITY AVE, SAN DIEGO CA 92105


3rd Floor
Stairwell
SCIENCE LAB
Lab 301
Lab Storage 324
E. LOPEZ
Room 302
Support 311
WOLF
Room 303
Support 313
Office 316
Server 315
Electrical 319
Teledata 318
(E) Deck
Elevators
Bathrooms
Closet
COLLEGE & CAREER CENTER
Room 321
Student Leadership Conference Room
Room 320
Closet 325
Stairwell
REYES
Room 304
Support 312
RADRIGAN
Room 306
Support 314
HUBBARD
Room 307
THE D.E.N.
Room 309
Closet 317
Stairwell
ASSOF
Room 308
Storage 328
Office 327
HSHMC
619-528-9070 - HSHMC.ORG
3910 UNIVERSITY AVE, SAN DIEGO CA 92105



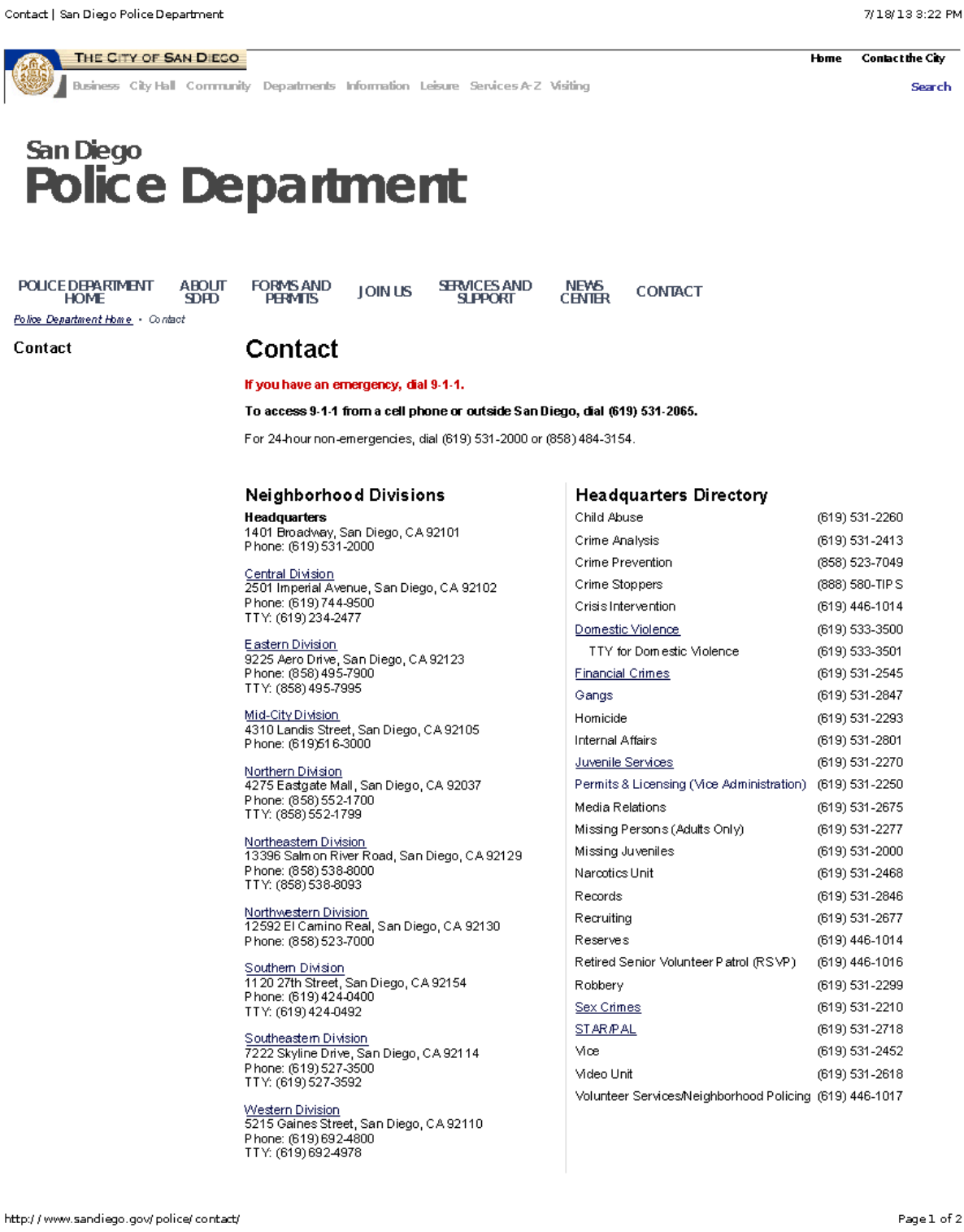
[First Floor Evacuation Plans]

[Second Floor Evacuation Plans]

[Third Floor Evacuation Plans]

[Fourth Floor Evacuation Plans]

IV:Emergency Phone Numbers



Contact | San Diego Police Department 7/18/13 3:22 PM

THE CITY OF SAN DIEGO

Home Contact the City

Business City Hall Community Departments Information Leisure Services A-Z Visiting

Search

San Diego
Police Department

POLICE DEPARTMENT HOME | ABOUT SDPD | FORMS AND PERMITS | JOIN US | SERVICES AND SUPPORT | NEWS CENTER | CONTACT

Police Department Home • Contact

Contact

Contact

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

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

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

Neighborhood Divisions

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

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

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

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

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

Northeastern Division
13396 Salmon River Road, San Diego, CA 92129
Phone: (858) 538-8000
TTY: (858) 538-8093

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

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

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

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

Headquarters Directory

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

http://www.sandiego.gov/police/contact/ Page 1 of 2

San Diego
Fire-Rescue Department

Contact SDFD
- Contact SDFD Home
- Ask a Firefighter or Paramedic

APPARATUS/SPEAKER REQUEST

FIRE STATION TOUR

RURAL/METRO OF SAN DIEGO CONTACT INFORMATION

CrimeStoppers Hotline
(888) 580-TIPS (8477)

Contact SDFD

If you have an emergency, dial 9-1-1. More information on calling 9-1-1.

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

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

Follow us on:

Department Directory

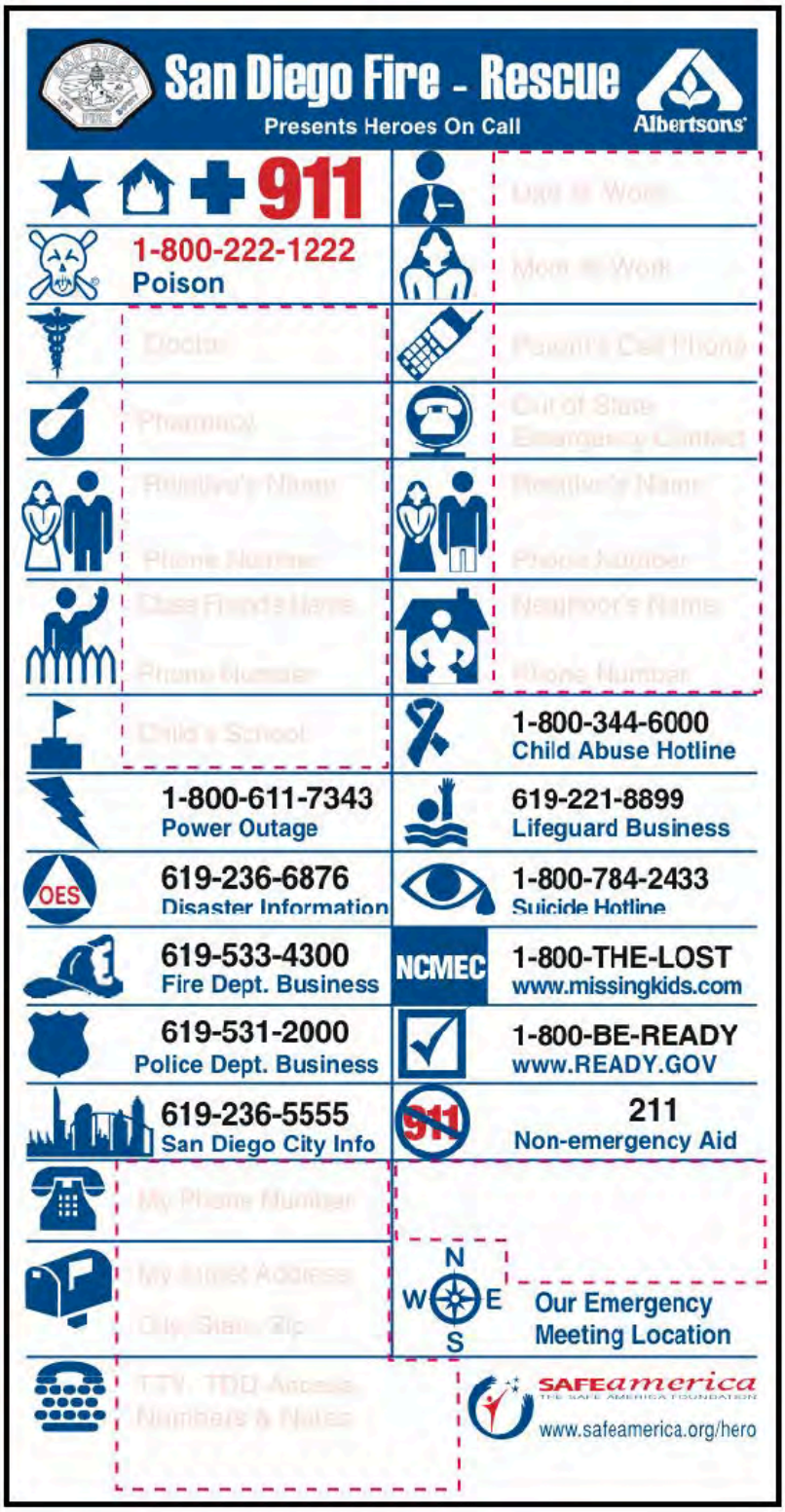
Contact	Phone Number
Administrative Office/General Information	(619) 533-4300
Community Education	(619) 533-3780
Emergency Management Services ▪ FEMA Urban Search & Rescue ▪ Task Force CA-TF8	(619) 533-4313
Employee Services (Human Resources)	(619) 533-4319
Fire Cadet Program ▪ Email: Cadet Coordinator, sdfd_cadetprogram@sandiego.gov ▪ Email: Cadet Advisors, sdfd_cadetadvisors@sandiego.gov	(619) 533-4300
Fire Communications - Dispatch & Information Services	(858) 573-1300
Fire-Field Operations	(619) 533-4300
Fire Hazard Advisor - Brush/Weed Complaint	(619) 533-4444
Fire Hazard Advisor - Complaint	(619) 533-4411
Fire Prevention Bureau	(619) 533-4400
Fiscal & Information Services	(619) 533-4300
Junior Lifeguard Program	(858) 581-7861
Lifeguard Services	(619) 221-8899
Logistics - Facilities, Fleet and Equipment	(858) 573-1357
Metro Arson Strike Team ▪ Arson Investigations/Explosive Device Team	(619) 236-6815
New Construction - Inspection Scheduling	(619) 446-5440
Non-Emergency Transportation	(858) 499-1500
Rural/Metro of San Diego	(619) 280-6060
Training and Safety Division	(619) 692-4985

Other Numbers

Contact	Phone Number

Powered by BoardOnTrack

XI. San Diego Fire Dept. Emergency Supply List



San Diego Fire Department

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

SAN DIEGO ARE YOU READY?

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

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

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

SAFEamerica™
THE SAFE AMERICA FOUNDATION™

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XI: Recommended FIrst Aid Supplies

Emergency First Aid Guidelines for California Schools

RECOMMENDED FIRST AID EQUIPMENT AND SUPPLIES FOR SCHOOLS

1. Current National American Red Cross First Aid Manual or equivalent.
2. American Academy of Pediatrics First Aid Chart.
3. Portable stretcher
4. Cot: mattress with waterproof cover
5. 10 Triage Tags
6. Blankets, sheets/pillows/pillow cases (disposable covers are suitable)
7. Wash cloths, hand towels, small portable basin
8. Covered waste receptacle with disposable liners
9. Manual resuscitation bag (Ambu bag) [optional]
10. Bandage scissors, tweezers
11. Disposable thermometer or electronic thermometer with disposable covers
12. Sink with running water
13. Expendable supplies (refer to http://www.redcross.org/disaster/masters/supply.html for recommended inventory):
    - Pocket mask/face shield for CPR
    - Disposable gloves (including latex free gloves for persons with a latex allergy)
    - Soap (plain)
    - Cotton tipped applicators, individually packaged
    - Assorted Band-Aids (1”x3”)
    - Gauze squares (2”x2”’; 4”x4”), individually packaged
    - Adhesive tape (1” width)
    - Gauze bandage (2” and 4” widths) rolls
    - Ace bandage (2” and 4” widths)
    - Splints (long and short)
    - Cold packs
    - Triangular bandages for sling & Safety pins
    - Tongue blades
    - Disposable facial tissues
    - Paper towels
    - Sanitary napkins
    - One flashlight with spare bulb and batteries
    - Hank’s Balanced Salt Solution (HBSS) – Available in the Save-A-Tooth emergency tooth preserving system or 1/3 cup of powdered milk for dental first-aid (for mixing with water to make a liquid solution)
    - Bleach for cleaning contaminated surface

XII: **Staff Phone Numbers.Roster.xlsx**

AHMED, RAMLA	+1 (619) 751-5997
ARNAIZ, BROC	+1 (619) 718-0826
ARNOLD, AUSTIN GRANT	+1 (858) 705-8107
ASSOF, JOSEPH M	+1 (951) 313-8207
BAGRAMOVA, NATALI	+1 (619) 995-1620
BONINE, JEFFREY T	+1 (619) 318-4631
BRISENO, STEPHANY	+1 (619) 586-0225
CHARLES, EVAN	+1 (316) 516-1760
COMER, LISA CAROLE	+1 (785) 393-6869
CORRIGAN, OSCAR J	+1 (619) 852-5895
CORTEZ, LUIS ALBERTO	+1 (619) 514-9114
DAVENPORT SR., DEMETRIUS	+1 (619) 793-8108
FALLON, MARGARET	+1 (203) 451-7353
FISHER, BETH KAWAIPIOLANI KAAUKAI	+1 (714) 310-2384
FISHER, DOUGLAS	+1 (619) 392-1707
FLORES SR, RICARDO	+1 (619) 883-4349
FREY, NANCY	+1 (619) 248-5796
GARCIA-AGUIRRE, NARCEDALIA	+1 (760) 880-5468
GOMEZ, JUAN JOSE	+1 (619) 964-2288
GONZALEZ, ALEJANDRO	+1 (619) 312-5668
GONZALEZ, SARA VICTORIA	+1 (657) 500-9731
GRANT, MARIA	+1 (619) 952-3389
GRAY, PETER	+1 (253) 509-4565
HACKETT, DANIEL	+1 (858) 999-7313

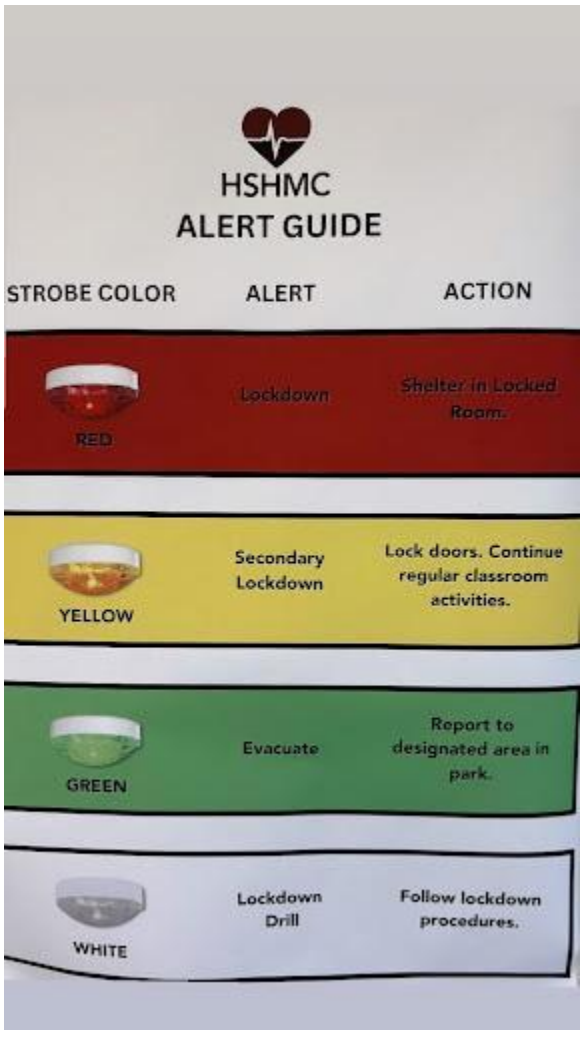
HAWLEY, SARAH PATRICIA	+1 (858) 997-6867
HEISSERER-MILLER, MATTHEW KYLE	+1 (573) 275-0003
HERNANDEZ, MARISA	+1 (619) 920-0372
HERRERA, KARINA INES	+1 (689) 200-6063
HERVEY, JOHN THOMAS JESSOP	+1 (619) 430-3322
HUBBARD, BROOKE	+1 (805) 807-3404
JIMENEZ, ISSAIAH ANGEL	+1 (619) 964-2267
KNOWLES, CHRIS	+1 (619) 804-2699
KUBIN, OLIVIA JENNIFER	+1 (707) 841-6837
LAPP, DIANE	+1 (619) 405-8705
LAREAU, EMILY COLETTE	+1 (619) 384-0088
LAURITZEN, CORY	+1 (619) 373-6531
LEDESMA, JUAN	+1 (917) 595-0335
LINDGREN, JESSICA	+1 (619) 246-0630
LOPEZ, EZCALLY	+1 (408) 512-0499
LOPEZ, LESLEY	+1 (619) 504-6676
LORE, MIKAYLA M	+1 (909) 543-8732
LYDAY JR, DAVID CHARLES	+1 (562) 292-8656
MANCUSO, KIMBERLY	+1 (858) 603-0462
MANSOOR, MATHEW	+1 (619) 507-1932
MARSHALL, JAMES	+1 (619) 890-6788
MIRANDA, HARLEY	+1 (619) 446-8676
MONTGOMERY II, TIMOTHY JON	+1 (773) 941-3328
ORTEGA-RIVAS, GRECIA L	+1 (760) 960-6136
ORTEGA, JOSE EDUARDO	+1 (619) 318-1390

PADGITT, KIMBERLY KATHRYN ELLIOT	+1 (858) 531-8657
PAXTON, BRETT	+1 (858) 354-2833
PENA, GWENDOLYNJUNE	+1 (619) 808-8971
PRINCE, ALEXANDRA N	+1 (310) 982-3384
PUMPIAN, IAN ROSS	+1 (619) 972-2525
RADRIGAN, NATALIE	+1 (209) 607-6213
REED, DORIS K	+1 (858) 308-5039
REGAS, NICHOLAS D	+1 (619) 987-5076
REYES, GUSTAVO	+1 (619) 513-5973
ROKE, COLIN NICHOLAS	+1 (858) 354-1497
ROMO, MEGAN RENEE	+1 (619) 871-9748
ROTELL, AIDA	+1 (619) 252-5838
RUELAS, YVES	+1 (619) 710-9211
SCHAEFER, JOANNA L	+1 (619) 917-8276
SEERY, ANDREW FRANCIS	+1 (845) 641-5392
SILVA, BIANKA GABRIELA	+1 (714) 818-8711
SILVA, HAILLIE ROSEMARIE	+1 (805) 705-7814
SILVEYRA, ANDY M	+1 (619) 829-5834
SMITH, DOMINIQUE	+1 (619) 933-0610
SORIANO, ELYKA MAE MEDINA	+1 (858) 717-0357
STRAND, LUCY	+1 (925) 457-1014
SUAREZ, BRYANNA PAULINE	+1 (209) 534-1762
SWIFT, NICHOLAS E	+1 (858) 442-2187
THOMPSON, KIMORA NICKEISA	+1 (619) 939-5152
TRENCH, DAVID LLEWELLYN	+1 (760) 290-9647
TRGO, NIKOLINA	+1 (619) 889-0707
VIDAL PINHO MARTINEZ, SORAIA	+1 (720) 527-4577

WECHSLER, MASON	+1 (619) 417-6288
WILDER, RICKI D	+1 (858) 900-5004
WILDER, RILEY	+1 (858) 847-5387
WOLF, RYAN	+1 (209) 507-5959
ZAZUETA, DANIEL	+1 (619) 215-6246

XIII: Student Alphabetical Roster/demographics

IV: Security Alarm Lock Down Procedures





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

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

Administrative Procedure

Category: Support Services, Security Program

Subject: School or Site Closure/Early Dismissal of Students

A. **PURPOSE AND SCOPE**

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

B. **Legal and Policy Basis**

1. **Authority.** Only the superintendent or Chief Executive Officer or designee has the authority to close schools or sites, or to declare a minimum day. Exception: City, county, or state health departments may order a school closed due to epidemic conditions.

2. **Policy.** It is the obligation of HSHMC Inc. personnel to offer instruction and/or keep schools open as long as a suitable learning environment can be provided. School shall not be closed for reasons other than national emergency, natural disaster, epidemic, or situations which would make operation of the school impossible, extremely difficult, or hazardous for students.

3. **Employees.** If a school is closed or minimum day declared, personnel who report for work shall remain on duty for their normal work hours unless released by the site administrator in response to notification by the superintendent. Unless notified by authorities to evacuate a site, provision shall be made to accommodate students who must remain on campus.

    a. Parents can pick them up.
    b. Transportation can be provided.

C. **General**

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

2. **Definitions**

    a) **Closing of school**: Cessation of instruction and dismissal of students to return to their homes or to remain at home; this includes declaration of a minimum day. Closing of school might occur at any time during the regular school day or at times other than during regular school hours, depending on the nature of the emergency.

    b) **Minimum Days**: State minimum day is the minimum day for attendance purposes. Closing of a school prior to completion of minimum day for any reason other than a national emergency, natural disaster, or epidemic results in financial loss to the school and is prohibited unless authorized by the superintendent or designee.

    c) **School year**: Each school year includes not less than 180 instructional days; each day will be not less than a specified number of minutes, depending on grade level. No change may be made except with authorization from the HSHMC Chief Educational Officer.

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

Type of Emergency	Authority/Review Channels
a. National emergency, or threat of attack	Pres/CEO or designee acts on basis of public declaration by the President of the United States.
b. Earthquake	Pres/CEO or designee may authorize closing of a school. If after evacuation of building, structural inspection indicates that the building is unsafe for reentry.
c. Withdrawal of Services	President/CEO or designee may authorize closing of the school after consultation with the Administrative team.
d. Emergency weather conditions other than hot weather (extreme winds, hurricane, prolonged heavy rains, floods, etc.)	Pres/CEO or designee may authorize closing of the school for all or a portion of the day(s).
e. Facilities damaged or rendered unusable (earthquake, explosion fire, flooding, national emergency	Pres/CEO may close the school, site, or building after appropriate inspection of the facility.
f. Epidemic	City, county of state Board of Health may order closure of a school. If absence rate exceeds 15 percent because of illness, site shall notify the County Health Department.

D. **Implementation**

1. **Responsibilities**

a. Pres/CEO or designee analyzes the situation; consults with HSHMC admin team and staff; determines appropriate actions based on the nature of emergency.

1. If schools or sites are to be closed/dismissed early:

a) Notifies HSHMC admin team and staff
b) Provides specific instruction, regarding release of employees. Site security needs, or other special circumstances to be considered.
c) Clarifies requirements for safety and supervision of students.
d) All staff will ensure that they are aware of students and fellow staff members who may need assistance during unexpected school closures

e) Requests periodic status reports.

2. Contacts or assigns designee to contact local media to provide for notification and status reports to parents and public.
3. Monitors situation; reviews input and status reports from involved management employees.
4. If appropriate, shall activate site disaster preparedness plan or specific components of the plan.
5. Instructs staff as to specific responsibilities, as needed.
6. Clarifies whether or not employees shall be dismissed or shall remain on site.
7. On school site ensures that procedures are implemented to provide for safety and supervision of students, including appropriate measures for students with disabilities.
8. Works with involved personnel to ensure shutdown and safety of equipment and facilities; requests assistance as needed.
9. If a disaster occurs in San Diego County, HSHMC will grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. HSHMC will cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. If school is not in session, our school site may be used by the American Red Cross to shelter community members.

E. Forms and Auxiliary References

1. Site-prepared disaster/emergency preparedness plan

Administrative Procedure

Category: Support Services, Welfare
Subject: School Response Team (SRT)

A. **Purpose and Scope**

1. To outline administrative procedures governing the designation of a crisis response team to provide assistance to students/faculty during situations which affect the emotional stability of students/faculty and disrupts the educational program.

2. Related Procedures:
Communications
Shootings
Suicides
Terrorism/kidnapping
Weapons

B. **General**

1. **Definitions**

a. **Crisis:** Any incident which affects the emotional stability of students/faculty and disrupts the educational program (i.e., plane crash, shooting incident, suicide, death of faculty members/students, racial disturbance, child abuse, natural disaster) as determined by Pres/CEO or designee.

b. **School Response Team (SRT):** Team at site who have been trained to provide first line of support to faculty and staff.

c. **Team Leader:** A team member appointed by the Pres/CEO or designee to provide overall direction and coordination of the SRT during the period of assistance. Responsible for maintaining communication.

C. Implementation

1. Team Mobilization Responsibilities

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

2. **School Response Team Responsibilities**

a. **Selected SRT members**

1. Meet with site administrators, team leaders to define problem areas (disruption of classes, student/faculty/disturbance, community reactions).

2. Assist staff in establishing site counseling/support facilities (classrooms, learning/counseling centers, offices, lounges, quads, or other outdoor locations) and in determining other appropriate action needed.

b. **The designated team leader** meets with team members to determine specific assignments and to discuss general approaches to problems.

c. **Team members** implement appropriate counseling/consultative activities.

d. **Team leader**

   1) Confers periodically with Pres/CEO or designee and appropriate site personnel to monitor effectiveness of efforts , and to adjust counseling and support needs throughout the day.
   2) Maintains contact throughout the day with the Pres/CEO or designee to communicate the status of the crisis and SRT progress.

3) Meets with team members and appropriate site staff to plan and schedule appropriate follow-up activities.

3. Withdrawal of SRT

   a. **Pres/CEO or Designee**

      1) Determines when SRT services are no longer needed; informs team leader of release of the SRT.
      2) Notifies all personnel when activities are completed.

4. **Reports and Records**

   a. SRT team produces summary of situation reports to Pres/CEO or designee.

Administrative Procedure

Subject: FIRE

Background

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

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

Fire – When school site is in operation

- Immediately evacuate upon discovering fire or hearing signal (Fire alarm or Manual/verbal signal).

- Proceed to the assembly area and remain until further instructions are received.

Administrative Team

- Notify the site office by pulling the fire alarm, or call the site office if alarm signal has not sounded,

- Order evacuation of remaining staff/students to appropriate assembly area; if the alarm system fails to operate, notify staff/students by other methods.

- Call the fire department (911) immediately.
- Activate the site emergency preparedness component of the comprehensive school/site safety plan if there is any life-threatening situation.
- Supervise evacuation of school/site; ensure that all rooms and areas are evacuated. Ensure the safe evacuation of students with disabilities
- Check with staff to ensure accountability for all staff/students.
- Provide first aid if needed. If an incident results in injury to staff or students, immediately call 911 and call Pres/CEO or designee.
- Notify Pres/CEO or designee if arson is suspected.
- Notify Fire 911 if hazardous materials are present or suspected.

Pres/CEO or designee

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

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

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

FALSE ALARM

Pres/CEO or designee

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

LEGAL CONSIDERATIONS

Tampering (Penal Code Section 148.8)

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

Arson (Penal code Section 451)

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

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

- It is a misdemeanor for any person, through carelessness or negligence, to throw or place any lighted cigarette, cigar, ashes, or other flaming or glowing substance, or any substance likely to cause a fire, in any place where it may directly or indirectly start a fire.

- It is a misdemeanor to use a welding torch, tar pot, or any device which may cause a fire without clearing flammable material surrounding the operation or taking other reasonable precautions to insure against the starting and spreading of fire.

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

EMERGENCY PROCEDURE

Subject: Environmental Emergencies

BACKGROUND

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

CHEMICAL SPILLS

HSHMC Inc. Administration

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

Off –Site Incidents

HSHMC Inc. Administration:

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

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

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

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

- Air quality forecasts may be obtained by calling (858) 650-4777 (telephone tape for the San Diego metropolitan area. Forecast gives anticipated starting time and expected duration of an alert.

    1) Current Day Forecasts are updated each day as needed.
    2) The Next Day Forecast is available after 4:30 p.m. of the current day.
    3) In-Depth Forecasts may be obtained by calling the Air Pollution Control District at (858)650-4707.

IN THE EVENT OF AIR POLLUTION ALERT

HSHMC Inc. Administration

- Inquires into or is notified by Air Pollution Control District (APCD).
- APCD does not issue alerts due to smoke or ash. Use discretion in suspending outdoor physical activity.
- In a Stage I alert, students should refrain from outdoor physical activity and remain indoors.

- Strenuous outdoor physical activities for all students shall be discontinued; activities of a less strenuous nature should be substituted. Intensity of an activity and its potential for increasing the respiration rate for an extended period may be deciding factors for canceling certain activities. Heat and stress aggravate respiratory problems; the younger the child, the greater the risk of aggravating the upper respiratory system.

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

Actions During a Scheduled Athletic Event

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

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

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

LEGAL AND POLICY CONSIDERATIONS

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

EMERGENCY PROCEDURE

SUBJECT: EARTHQUAKE

BACKGROUND

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

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

EARTHQUAKE WHILE INSIDE (ON SITE)

- A Drop and Hold command is given by any staff member at first indication of ground shaking.

- All staff/students: Drop and Hold and assume protective position under table, desk, or other support object. If appropriate, staff/students should hold onto the table/ desk leg to keep it over body. If in the hallway, move to the inside wall, or stand in a doorway.

1) Avoid glass and falling objects.
2) Move away from windows.
3) Move away from heavy suspended light fixtures.
4) Extinguish flames, turn off power equipment, and electrical appliances. If the odor of natural gas is detected, turn off gas valves.

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

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

EARTHQUAKE WHILE OUTSIDE (ON SITE)

- Move to open space away from buildings, trees, overhead power lines, etc.
- Lie down or crouch.
- When shaking stops, report to the designated assembly area. Activate an orderly dismissal.
- Evacuate building according to site plan; activate site emergency plan for specific components of the plan as necessary.
- Transport injured adults/students to triage area.
- Do not allow unauthorized persons to return to buildings until the buildings are officially declared structurally safe. Authorized personnel should only return to building if absolutely necessary.
- Listen to local area emergency channels for any instructions.
- If communication lines are disrupted, use battery-operated radio and turn to EBS 600 kc, 1170 kc on the AM dial.

EARTHQUAKE WHILE OFF SITE

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

NON-EARTHQUAKE STRUCTURAL FAILURE

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

LEGAL AND POLICY CONSIDERATIONS

- Since the safest place for students in any emergency occurring during the school day is o the school campus itself, it should be the school policy to not send children home unless dismissal can be done with complete safety.

- Pres/CEO or designee is responsible for conducting required safety drills (including fire, earthquake, disaster preparedness, and school campus emergencies and for maintaining an accurate record of each drill.

REFERENCE MATERIAL

Site Disaster/Emergency Preparedness Plan

EMERGENCY PROCEDURES

SUBJECT: WEAPONS

BACKGROUND

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

Procedures for Handling Armed Students

- Any staff member must report to the HSHMC Inc. administration if a student is suspected of possessing a weapon on campus. If safety permits, confiscate the weapon for further investigation. In circumstances where the weapon is a gun, carefully evaluate whether an attempt to confiscate the weapon can be done safely and, if in doubt, follow the procedure below.

- Telephone Police Services at (619) 531-2000 if non-emergency. Call 911 in an emergency.

- Do not contact the student. Wait for the Police.

- Do not attempt to retrieve the weapon. Wait for the police.

- Do not restrain or discipline the student. Wait for the police.

- If the student is in class and the weapon is concealed, the staff member should send a not in an envelope to the Front office or HSHMC Inc. Administration, using a messenger. Include as much information as possible:

1) The name of the student
2) Exact location of the student in class
3) Clothing description or unique identifiers.
4) Type of weapon suspected
5) Location of weapon
6) Room Number
7) Number of students in class
8) Demeanor of student and any other useful information

HSHMC STAFF SHOULD

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

PROCEDURES FOR HANDLING OTHER ARMED OFFENDERS

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

LEGAL AND POLICY CONSIDERATIONS

Firearms (Penal Code Section 626.9)

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

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

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

Switchblade Knives (Penal Code Section 653k)

- It is a misdemeanor to possess, sell or otherwise transfer a switchblade or gravity knife having a blade length of two or more inches.

- Manufacture, Sale, Possession, Etc. of Certain Weapons (Penal Code Section 12020 (a))

- Any Person in this state who manufactures, or causes to be manufactured, imports into the state, keeps for sale, or offers, or exposes for sale, or who gives, lends, or possesses any instrument or weapon of the kind commonly known as a blackjack, slingshot, billy club, throwing star, nunchaku, sandclub, sandbag, sawed-off shotgun, or metal knuckles, or who carries concealed upon his/her person any explosive substance, other than fixed ammunition, or who carries concealed upon his/her person any dirk or dagger, is guilty of a felony.

- Retention of Injurious Objects by School Personnel

- An injurious object shall mean an object capable of inflicting substantial bodily damage and is not necessary for academic purposes of the student. As used in this section, academic purposes means any school-sponsored activity or class of instruction scheduled during the school day. An injurious object does not include any personal possessions or items of apparel which a school age child might reasonably be expected to either wear or possess.

- Any certificated employee and any classified employee of the school who is designated by the governing board for such purposes, may take from the personal possession of any pupil upon school premises, or while under the authority of school personnel, any injurious object in possession of the pupil.

- School Personnel may notify any pupil's parent/guardian that an injurious object has been taken from the student.

- School personnel may retain protective possession of any injurious object until the risk of its use as a weapon has dissipated, unless prior dissipation of the risk, the parent/guardian requests that school personnel retain the object until the parent/guardian, or another adult with the written consent of the parent/guardian, personally appears to take possession of the injurious object from school personnel, provided such injurious object may be lawfully possessed off school grounds.

- If the injurious object is a weapon, it may be retained as evidence.

- A pupil who brings an injurious object to school, and who presents the object to a certificated or classified employee, may have the object returned to him or her at the conclusion of the school day, provided such injurious object may be lawfully possessed off school grounds.

REFERENCE MATERIAL

California Penal Code Section 187 (murder)
California Penal Code Section 245 (Assault with a deadly weapon)
California Penal Code Section 626.10 (Possession of firearm on school campus)
California Legal Information@www.leginfo.ca.gov/calaw.html
School Safety@www.fontana.k12.ca.us/burton
www.ed.gov/offices/OESE/SDFS/safeschools.html
School Safety @ www.cde.ga.gov/spbranch/safety/safetyhome.html

EMERGENCY PROCEDURE

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

BACKGROUND

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

RESPONSIBILITIES (INJURIES/ILLNESSES-STUDENTS)

Injury or Illness of Employees

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

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

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

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

HSHMC Inc. Administration regarding:

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

Responsibilities (Injuries/Illnesses-Students)

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

Serious Injury

HSHMC Administration

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

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

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

Epinephrine Delivery Systems

- The school shall maintain emergency epinephrine delivery systems for use in providing emergency medical aid to individuals experiencing, or reasonably believed to be experiencing, an anaphylactic reaction.
- Emergency epinephrine delivery systems shall be stored in a location that is accessible to trained personnel during an emergency and maintained in accordance with applicable requirements.
- A pupil who is required to carry emergency epinephrine may carry and self-administer a prescribed emergency epinephrine delivery system during the school day when appropriate authorization and documentation have been provided in accordance with Education Code requirements.
- School nurses and other appropriately trained and designated school personnel may assist a pupil with the administration of an emergency epinephrine delivery system in accordance with the pupil's health care plan, physician instructions, and applicable law.
- When a pupil's emergency epinephrine delivery system is supplied by the parent/guardian or physician, the medication, equipment, physician authorization, and parent/guardian authorization shall be maintained in accordance with school medication procedures.
- In the event of a suspected anaphylactic reaction, trained personnel should administer an emergency epinephrine delivery system without unnecessary delay and immediately activate emergency medical services by calling 911. Emergency response procedures shall continue until emergency medical personnel arrive.
- In an emergency, any school employee who has received the required training and voluntarily agrees to administer emergency epinephrine may use a school-provided emergency epinephrine delivery system consistent with applicable law and training.
- The School Response Team (SRT) includes personnel trained to recognize signs and symptoms of anaphylaxis and administer emergency epinephrine delivery systems to a pupil or other individual experiencing, or reasonably believed to be experiencing, an anaphylactic reaction.
- Emergency epinephrine procedures, training, procurement, and storage shall use the term **"epinephrine delivery systems"** rather than limiting procedures to epinephrine auto-injectors.
- When applicable, these requirements shall also extend to locations of state- or federally subsidized childcare programs operated by or under contract with the LEA. Eligible childcare program employees may be trained as volunteer personnel consistent with applicable requirements.
- The school/LEA shall coordinate procurement of emergency epinephrine delivery systems through authorized pharmacies or other legally permitted sources and shall ensure that appropriate emergency epinephrine delivery systems are available at required schoolsites and applicable childcare program locations.

Legal References: Business and Professions Code § 4119.2; Education Code §§ 49414 and 49423.

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

- Seriousness of threat to health or safety of student or other person.
- Need for such records to meet emergency.
- Whether persons to whom such records are released are in a position to deal with emergency.
- Extent to which time is of essence.
- Note: Record release of information in student's file.

LEGAL AND POLICY CONSIDERATIONS

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

Emergency First Aid

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

Workers' Compensation Law

EMERGENCY PROCEDURE

SUBJECT: DISTURBANCES AND DEMONSTRATIONS

BACKGROUND

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

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

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

Disturbance or Demonstration (Students)

- First, request that the students return to class. Warn them they risk discipline procedures if they do not comply. Make no physical effort to prevent students from leaving campus.
- If students fail to comply and if physical assault begins, call 911.
- Determine the urgency of the situation, type of assistance needed, and if site needs to be locked down or evacuated.
- If students are participating in an unlawful assembly on campus, loitering, or causing class disruptions, the administration is responsible for the following:

    1) Notify students via bullhorn, or other means that they should return to class.
    2) Warn students of disciplinary action if they do not comply.
    3) Notify any student persisting in illegal activities that he or she has been suspended, and direct the student to leave campus.
    4) Request law enforcement officers (SDPD) to effect the arrest of the student(s) who do not comply with orders to desist the activity or leave campus.

DISTURBANCE OR DEMONSTRATION (NON-STUDENT)

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

OTHER CONSIDERATIONS

- Consider placing staff to answer telephone calls from concerned parents/guardians.
- Try to determine the issues causing the disturbance and attempt to communicate with the participants.

- Try to meet with authorized representatives or leaders who can present their issues and possibly respond to your needs.

LEGAL AND POLICY CONSIDERATIONS

California Penal Code Section 407 (Unlawful assembly defined)
California Penal Code Section 408 (Participation in unlawful assembly)
California Penal Code Section 409 (Failing to disperse after lawful order)
California Penal Code Section 415 et se. (Fighting, noise, or offensive words in public place)
California Penal Code Section 626.8 (Disruptive presence at schools)
California Penal Code Section 626.2 (Entry upon school grounds by student or employee without permission after written notification of suspension or dismissal)
California Penal Code Section 626.4 (Withdrawal of consent to remain on campus for causing disruption)
California Penal Code Section 647(c) (Obstruction of thoroughfares)
California Penal Code Section 32210 (Willful disturbance of public school or meeting)
California Penal Code Section 32211 (Threatened disruption or interference with classes)
California Penal Code Section 44810 (Willful interference with classroom conduct)
San Diego Municipal Code Section 53.30 (Weapons at demonstration)
San Diego Municipal Code Section 56.51 (Intimidating picketing)
San Diego Municipal Code Section 56.52 (Breach of peace by picketing)

REFERENCE MATERIAL

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

EMERGENCY PROCEDURE

SUBJECT: SUICIDES

BACKGROUND

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

RESPONSIBILITIES OF THE PRES/CEO OR DESIGNEE FOR STUDENT THREATS

- Assure that the student is never left alone until placed into the custody of a responsible adult.

- When necessary to transport such a student off school grounds two employees should accompany the student until the student is placed in the custody of another legally responsible person.

- If emergency help is needed, Notify police crisis intervention (619) 531-1404 and/or call 911.

- If emergency medical attention is required, call paramedics at 911.

- Immediately notify the student's parent/guardian. Request they respond to the school to take responsibility for their child.

- If the parent/guardian is unavailable to assume custody of his/her child, contact Police services to request an evaluation for possible committal to a mental health facility. Only a peace officer or public health officer may take people into protective custody and place them into a qualified institution (Welfare and Institutions Code 5150).

- Complete Suicide Risk Form.

- Place form into student files for follow up. Information on suicide should not be entered on school records.

- When a student is a ward of the court, the legally responsible agency should be notified immediately.

- A school may ask for a written statement from the parents stating that they want their child to return to school.

- If the student is seeing a professional for counseling services, the school may ask for a release of information to obtain the opinion of the professional concerning the student's readiness to return to school.

RESPONSIBILITIES OF THE PRES/CEO OR DESIGNEE FOR EMPLOYEE THREATS

- Designate staff member(s) to remain with the individual at all times.

- Contact a family member to come to the school/workplace.

- Direct the incident and all steps taken and to whom the employee is released.

- Request family member to sign Suicide Risk form.

- If a family member cannot be located or is uncooperative, request HSHMC Inc. Administration to assist in making appropriate contacts to respond to the situation.

- Submit all documentation to HSHMC Inc. Administration.
- Insure that employee returns to work only after a release is obtained from a doctor, and only after review and approval by HSHMC Inc. Administration.

REFERRALS TO PSYCHOLOGICAL SERVICES

- Emergency health care is available 24 hours a day at the San Diego Mental Health Services (619) 692-8200.
- Parents/guardians should be notified that no school can assume responsibility for this serious problem.
- The school may recommend to the family that appropriate professional help be sought.
- A family may choose to discuss this problem with a physician, clergyman, practitioner, psychologist or friend.
- If a family chooses not to avail themselves to help and school staff believe the child to be in danger of suicide, school staff should make a referral to Child Protective Services.
- The school should follow up to determine what help, if any, has been arranged by the family.
- Psychological services may be utilized to determine the severity of the problem and appropriateness of school services after responsibility for the suicide thought has been accepted by the parent/guardian or a chosen professional adviser.

LEGAL AND POLICY CONSIDERATIONS

California Welfare and Institutions Code Section 5150

REFERENCE MATERIAL

County of San Diego Suicide Homicide Audit Report

Suicide Risk Form
(Confidential)

Person CompletingForm:_____Title:_____

Name of Student/Employee:_____DOB:_____Sex:_____

Address:_____Home
Phone:_____

Grade:_____Ethnicity:_____

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

_____

_____

_____

_____

Action
Taken:_____

_____

Family Contacted: Date:_____
Time:_____

Prior Suicidal Behavior:
Has person talked about committing suicide before:
Yes:_____No:_____Unknown:_____

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

_____

_____

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

_____

_____

Recommendations for Follow-up:

Notification Form

I have been notified that my child (relative) _____has

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

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

Witness: _____ Title:_____

Witness: _____ Title: _____

EMERGENCY PROCEDURES

SUBJECT: THREATS AND VIOLENCE

BACKGROUND

HSHMC Inc. employees occasionally may be confronted with threats of violence. These threats are typically verbal and can be criminal depending upon the severity. Threats can also be made online (e.g. social media). Assessing these threats will help determine appropriate resources required in dealing with each specific situation. Employees who are assaulted or battered should first seek medical attention if necessary, and then notify law enforcement officials.

THREAT ASSESSMENT

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

- Not all threats are created equal. One response will not fit all situations. Not every threat represents the same danger or requires the same level of response.
- Consider how credible and serious the threat itself is: Does the person making the threat appear to have the resources, intent, and motivation to carry out the threat?
- Consider the person making the threats, background, personality, and lifestyle.
- Try to identify the motive for the threat.
- A threat is only one observable behavior; look for other supporting behaviors such as acting out, writings, drawings etc..
- Seek specific, plausible details. These details can assess how much thought, planning, and preparatory steps have been taken. Lack of detail may suggest the individual is only "blowing off steam."

- The emotional content of the threat may tell you something about the temperament and may sound frightening, but generally there is no correlation between the emotional intensity in a threat and the rest that it will be carried out.

- Try to understand what triggered the behavior. Perhaps you can calm the situation by identifying underlying issues such as depression, anger, and stress.

Low level threats:

- Vague and indirect.

- Inconsistent, implausible, or lacking detail.

- Lack of realism.

- Contain information that suggests the person is unlikely to carry it out.

Medium level threats:

- More direct.

- Contains information suggesting that some thought was given to how the act will occur.

- More likely to indicate a possible place and time the threat will be carried out.

- Contain some indication of preparatory steps to carry out the threat.

- Include statements seeking to convey that the threat is not empty such as “I am serious” or “I really mean it.”

High Level Threats:

- Direct, specific, and plausible.

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

HSHMC Inc. personnel should attempt to deal with low and medium level threats without law enforcement intervention. With minors, including the parents often will eliminate the initial threat and allow parents to seek intervention strategies. However, in cases where the threat level is either high, between medium or high, or parent involvement is unavailable, law enforcement services should be called for assistance. Threats made against schools intended to create fear, even if an individual is not identified, will result in involvement of law enforcement.

San Diego police officers can respond to assess the danger of an individual. Welfare and Institutions Code Section 5150 provides a peace officer or health officer may take people into

custody for their best interest and protection, and place them in a qualified institution if the officer believes:

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

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

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

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

VERBAL THREATS

HSHMC Employees

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

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

PHYSICAL ASSAULT AND BATTERY

HSHMC Inc. Employees

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

Seek medical attention if necessary.

Notify HSHMC Inc. administration to report injury.

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

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

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

Students

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

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

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

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

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

LEGAL AND POLICY CONSIDERATIONS

California Penal Code Section 71 (Threatening school officials)
California Penal Code Section 240 (Assault)
California Penal Code Section 241.2 (Assault on school property)
California Penal Code Section 241.6 (Assault on school official)
California Penal Code Section 242 (Battery)
California Penal Code Section 243.3 (Battery on bus driver)
California Penal Code Section 243.4 (Sexual Battery)
California Penal Code Section 243.5(a) (Battery on school property)
California Penal Code Section 243.6 (Battery on school official)
California Penal Code Section 245(a)(1) (Assault with a deadly weapon)
California Penal Code Section 422 (Terrorist threats)
California Penal Code Section44014 (Mandated reporting)

California Penal Code Section 44811 (Insults and abuses)
California Penal Code Section 49079 (Notice of caused or attempted bodily injury)
California Penal Code Section 1714.1 (Parent/Guardian liability of child's actions)

REFERENCE MATERIAL
California Legal Information @www.leginfo.ca.gov/calaw
Conflict Resolution Education Guide by U.S.D.O.J. @www.usdoj.gov
National Center for Analysis of Violent Crime(NCAVC) @www.fbi.gov
Early Warning Timely Response, Guide to Safe Schools @http://cecp.air.org/guide/guide.pdf

SB19 Crimes: Threats

The school recognizes and responds to threats of violence directed toward the school, school facilities, school-sponsored activities, students, staff, or other members of the school community in accordance with California Penal Code section 422.3 (SB 19). Threats may be communicated through any means, including verbal or written statements, electronic communications, text messages, social media, websites, images, or other forms of communication. A threat does not need to identify a specific individual to warrant assessment and appropriate action.

All reports of threats will be taken seriously and promptly reported to a school administrator or other designated staff member. School administration will assess the information, preserve relevant evidence, determine appropriate protective measures, and consult with or notify law enforcement and other emergency responders when appropriate or required. The school's response may include implementation of emergency procedures such as lockdown, evacuation, shelter-in-place, parent/guardian notification, and other measures necessary to protect students and staff.

The school will maintain documentation of reported threats and actions taken and will cooperate with law enforcement and other appropriate agencies in the investigation and response to threats. When a threat involves a student, the school will follow applicable laws and school procedures concerning student discipline, threat assessment, intervention, support services, and law-enforcement referral.

EMERGENCY PROCEDURES

SUBJECT: BOMBS AND EXPLOSIONS

BACKGROUND

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

TELEPHONE BOMB THREAT

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

- Try to signal a co-worker to listen in on the telephone line, if possible.

- Write down information. Listen for background noises. Listen closely to the voice for accents, speech impediments or age indications.

- Utilize a Bomb Threat Information Form if available; otherwise, complete form after the call.

- Immediately notify Pres/CEO or HSHMC Inc. administration. Do not use two way radios as they may detonate a device.

- Call SDPD to report the incident or if a device or suspicious object is located.

- Pres/CEO or designee coordinates with Police to evaluate information received and decide upon a course of action.

SEARCHING AND EVACUATION

- The Pres/CEO or designee is responsible for initiating and directing a search or evacuation of the site. Consult with Police prior to making this decision. Law enforcement should assist and coordinate these efforts.

- School personnel generally should not search for bombs. However, they can provide assistance to law enforcement.

- Initiating a search with the assistance of law enforcement and evacuating the site may be the most desired approach if a suspicious package or device is found. Directing the immediate evacuation upon receipt of any threat has inherent negative consequences. Disruption could prompt more false calls.

SUSPICIOUS PACKAGE OR DEVICE FOUND

- Immediately notify Pres/CEO or HSHMC Inc. administration and/or SDPD of the exact location and description.

- Do not touch or disturb the suspected bomb. Do not us radios or cell phones—these may activate some types of bombs.

- Utilize site evacuation plan or site fire drill procedure to move all staff and students away from the suspected bomb location. A minimum of 500 feet is recommended.

- If possible, shut off gas main and electrical power to minimize the possibility of fire.

- Gather any possible witnesses for law enforcement to interview.
- Upon arrival. Law enforcement of fire personnel will assume responsibility. All investigations will be conducted by SDPD.

EXPLOSIONS

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

OTHER CONSIDERATIONS

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

LEGAL AND POLICY CONSIDERATIONS

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

EMERGENCY PROCEDURE: LOCK DOWN/ACTIVE SHOOTER/THREAT

BACKGROUND

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

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

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

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

Fourth, as stated above, the lockdown plans require knowledgeable staff who understand the protocol and their generic responsibilities as well as the specific responsibilities of the implementation team should they need to be filled. Therefore, there will be time devoted to "active shooter" all staff training at the beginning of fall, spring and summer terms.
Finally, our plan will always be part of an ongoing effort to review, evaluate and improve our school campus, our lockdown protocols and our staff and student preparation. The safety of our students, staff and visitors demands our continued attention.

Section 1: Upgrades to Building for Safety

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

- A new exterior fence was put around the backside of the building all the way up to the entry point of CitiBank (University Ave). With the addition of the new gate, the main entrance point into the building is now on University Ave.
- With University Avenue as the main entry point, the double glass doors are now kept locked. We have installed a remote unlock switch that will be activated by our front desk staff. This door will also be monitored by security as well.

- The double glass doors will be unlocked during our scheduled passing periods with team members stationed at every unlocked door.
- We have fobbed the elevator for all floors. No students will use the elevator to the second floor, unless accompanied by a staff member. Use of the elevator is solely based upon ADA Compliance or stakeholders who are physically unable to take the stairs.
- We have updated our video camera system and added new cameras in the building. This camera system is installed on all iPads that have the ring on them. There is active monitoring of our cameras.
- Updated PA system with the ability to make announcements via landline phones in 4 different sections of the building.
- Adoption of Centegix
- New locks on each door, teachers do not have to lock the door from the outside.

Section 2: Active Shooter Protocol

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

- The plan includes:
  - A Command Center located in the fourth floor of the Administration suite.
  - A Command Center located in the admin suite found on the fourth floor.
  - A surveillance center will be located on the fourth floor.
  - All three centers will be in communication via access to cameras and cell phones.

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

1. **Site Administrator in Charge** will oversee assignments of team roles and responsibilities and assume ultimate site command and communication.
   a. If available and on site this role will be assumed by the principal (Dominique Smith).
   b. If unavailable, responsibility will be assumed by administrator in charge (likely Oscar Corrigan or Broc Arnaz or leads on the Restorative Team (Nick Regas or Demetrius Davenport).
2. **Community Contacts**:
   a. **Police and Community Contactor** will call 911 and provide support to police and emergency personnel. If available and on site this role will be a school counselor (Ricki Wilder and if unavailable HR Director Oscar Corrigan).
   b. **School and Property Management, Student/Family Unification Contactor** (HR Director Dr. Oscar Corrigan), Head Counselor Grecia Ortega)

    c. **Family and Staff Contactor**: will reach out to notify San Diego Unified of an active shooter/threat. Prepare a message for parents to be sent on website, canvas pages and other LMS. Prepare to communicate with classrooms using school phones, email or cell phones. This will be the point person to keep classrooms informed. If available and on site this role will be assumed by one of the Restorative Practices Coordinators (Nick Regas, Demetrius Davenport)
3. **Technology and Camera Surveillance Contactor,** If available and on site this role will be assumed by one of the technology coordinators (Andy Silveyra & Alex Gonzalez)
4. **Gate Access Lockdown Contactor**: will lockdown all exterior gates. If available and on site this role will be assumed by one of the Restorative Practices coordinators (Nick Regas, Demetrius Davenport)
5. **First Floor Lockdown Coordinator**: will lockdown all first floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Nicholas Swift, Johnnie Gomez, Matthew Heisser)
6. **Second Floor Lockdown Coordinator**: will lockdown all second floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Demetrius Davenport, Beth Fisher)
7. **Third Floor Lockdown Coordinator**: will lockdown all third floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Mikayla Haywood, Broc Arnaiz)
8. **Fourth Floor Lockdown Coordinator**: will lockdown all fourth floor interior doors as well as the bathrooms on that floor. If available and on site this role will be assumed by one of the safety team coordinators (Dominique Smith, Oscar Corrigan, Nick Regas)

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

1. **Site Administrator in Charge** is notified and begins to notify all stakeholders immediately. They will make an announcement of an active threat via landline phone or PA system. Announcement: We have an active threat in our building, please go into Active Threat Protocol. (Section 3, for teachers).

2. **Site Administrator** will call, text and email Police and Community Contact of the threat.

3. **Community Contactor** will begin to connect with outside help.
    a. They will call 911 from the counseling center and explain active shooter/harm. They will tell teams we have created a safe phrase “Health Sciences Surgeons you are now safe” Teachers will be told not to answer the door until this statement is heard.
    b. They will be the point of contact for outside agencies, letting teams know as much information possible in the following areas:

i. Location of shooter
ii. Number of shooters
iii. Physical description of shooter(s)
iv. Number of weapons
v. Any wounded

c. They will also communicate with **Technology and Camera Surveillance Coordinator** to access the camera system to identify the location of the threat. **Technology and Camera Surveillance Coordinator** will communicate to **Community Contact Coordinator**, active threat. **The Community Contact Coordinator** will contact property management to have the building locked down.
d. Will get the best image or photo for authorities.
e. Send Zoom invites to everyone. Not to zoom, but to have an active chat function for everyone to be on.

4. **Site Administrator in Charge** will text, call or email first floor executive coordinator and state: Active Threat.
5. **First Floor Executive Coordinator** will communicate Active Threat to "Safety/Lockdown Team" (Nicholas Swift, Oscar Corrigan, Broc Arnaiz, Nick Regas, Demetrius Davenport)
6. **Family and Staff Contactor** will:
    a. Reach out to San Diego Unified to notify of an active shooter/threat.
    b. Prepare a message for parents to be sent on website, canvas pages and other LMS.
    c. Prepare to communicate with classrooms using school phones, email or cell phones. Serve as the point person to keep classrooms informed. Demetrius Davenport will help Broc Arnaiz with communication.
    d. Monitor Zoom chat box
7. **Gate Access Lockdown** (If available Demetrius Davenport or Nick Regas) will:
    a. Ensure that perimeter gates are secured and that all students, staff and visitors are safety secured.
    b. Check bathrooms by room 104 on 1st floor
    c. After securing the perimeter, move to the relocation spot.
8. **Front desk staff members** will move to the principal's office and take calls from that space. "Yes, there is an active threat, we have the building locked down, police are here. Please meet your child at the relocation site at_____."
9. **First Floor Lockdown Coordinator** (if available Nick Swift):
    a. Ensure that 1st floor rooms are secured and that all students, staff and visitors are safety secured.
    b. Ensure that students are away from glass doors.
    c. Check single bathrooms on 1st floor
    d. If any person is found during floor sweep, the first floor lockdown coordinator will navigate the person found to the command center.
10. **Second Floor Lockdown Coordinator** (if available Demetrius Davenport):
    a. Ensure that 2nd floor rooms are secured and that all students, staff and visitors are safety secured.
    b. Begin to implement an exit strategy for students away from the active threat.
    c. Ensure that relocation sites and paths are safe. If they are in a way of harm, Oscar will create a new relocation spot and communicate that spot with Broc Arnaiz.
    d. If any person is found during floor sweep, Second Floor Lockdown Coordinator will navigate to the command center.

11. **Third Floor Lockdown Coordinator** (if available Mikayla Haywood):
    i. Ensure that 3rd floor rooms are secured and that all students, staff and visitors are safety secured.
    ii. Ensure that students are away from glass doors.
    iii. Check single bathrooms on 3rd floor
    iv. If any person is found during floor sweep, the third floor lockdown coordinator will navigate the person found to the command center.
12. **Fourth Floor Lockdown Coordinator** (if available Oscar Corrigan):
    i. Ensure that 4th floor rooms are secured and that all students, staff and visitors are safety secured.
    ii. Begin to implement an exit strategy for students away from the active threat.
    iii. Ensure that relocation sites and paths are safe. If they are in a way of harm, Oscar will create a new relocation spot and communicate that spot with Broc Arnaiz.
    iv. If any person is found during floor sweep, Fourth Floor Lockdown Coordinator will navigate to the command center.

Section 3: Active Threat Classroom Protocol

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

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

Section 4: Safe Zone of Room

103: Close to bathroom, desk used as barricade.
104: Center of room next to yellow wall/ old fire closet if class is small enough. Desks around students.
105: Center off room, away from the glass wall. Tables around students.
105A: Center of room
106: Front left corner of room. Wall closest to hallway

107: Back left corner of the room
108: Storage area in room
200A and 200B in the side room/offices. The connecting door will remain locked.
202: Middle of classroom close to promethean board.
203: Front left corner, by standing bar.
204: Back right corner, by wall that opens
205: On stage
207: Back section of room, behind wall.
208: Back left corner by wall that moves.
209: Back left corner
210: Front close to promethean board.
211: Move to 213
213: Front Right Corner by TV
301: Back Right Corner by Duct
302: Back Right Corner by Desk
303: Back Left Corner by White Boards
304: Corner by White Board
306: Back Corner by Stairwell Wall
307:Back Corner By Windows
308: Between Office and 321 Back Space
320: Back Corner by Cabinets
321: Back Corner by Sink
401: Back Corner Across From Stairwell Door
402: Left Corner Adjacent to Main Door
403: Corner Away From Door
404: Back Right Corner
405: Against Wall Shared with Office 414
406: Back Left Corner Behind Wall
407: Front Wall by Storage Wall
408: Back Corner by Windows
410: Go to 404

All staff training, which includes an overview of the systems in place, will be provided by the Safety Team and Centegix and will follow the state recommendations regarding safety and security. Health Sciences High implements one safety and security drill with adults once every semester.

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

Other Considerations

Post event resources and needs for all stakeholders

Event Debrief and Safety Plan Edits

LEGAL AND POLICY CONSIDERATIONS

REFERENCE MATERIAL

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

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

https://www.sandyhookpromise.org

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

EMERGENCY PROCEDURE

SUBJECT: TERRORISM/KIDNAPPING

BACKGROUND

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

KIDNAPPING

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

OTHER CONSIDERATIONS

- Obtain a photo of the abducted student and provide it to the police.

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

HOSTAGES

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

- Identify the hostage location on the site
- Number of assailants, if known.
- Number of hostages, if known
- Name of assailants, if known
- Any available description of assailants and weapons
- Demands made by the assailants.
- Notify Pres/CEO and or HSHMC Inc. administration.

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

Use “Lockdown” procedures, if appropriate.

Do not evacuate until given instruction by police.

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

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

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

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

OTHER CONSIDERATIONS

- Gather any possible witnesses for law enforcement to interview

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

LEGAL AND POLICY CONSIDERATIONS

California Penal Code Section 207 (Kidnapping)
California Penal Code Section 209 (Kidnapping for ransom or reward)
California Penal Code Section 210.5 (Taking of hostages)
California Penal Code Section 422 (Terrorist threats)

REFERENCE MATERIAL

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

EMERGENCY PROCEDURE

SUBJECT: COMMUNICATIONS

BACKGROUND

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

GENERAL INFORMATION

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

EMERGENCY RESPONSE

- For emergencies or life-threatening situations, the Pres/CEO or designee shall activate the site emergency preparedness plan found within the School Safety Plan.

- The Pres/CEO or designee will contact SDPD.

- If communication is established, the Pres/CEO or designee should provide a complete report of the incident or emergency, identifying damages sustained, current response actions, resource status, etc. Based on the information provided, the Pres/CEO or designee will determine which staff will be notified and requested to respond.

- Pres/CEO or designee will determine any additional staffing needs at the time of emergency.

LEGAL AND POLICY CONSIDERATIONS

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

EMERGENCY PROCEDURE

SUBJECT: SITE EMERGENCY PREPAREDNESS PLANS/DRILLS

BACKGROUND

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

- Review of the emergency procedures and plans with the entire staff to ensure that specific needs of the school are met.

- Definition of areas of responsibility for the staff in earthquake, fire, take-cover procedures, and other disasters.

- Carry out drills of earthquake, fire, and take-cover procedures involving the entire student body and staff.

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

DISASTER PLANNING—GENERAL

School Plan Requirements

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

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

- A site map should be included with the plan, designating planned evacuation routes, assembly areas, utilities shut-off valves, first aid supplies, and designated areas for prolonged staff/student care.

- Arrangements must be made to provide for accountability of staff and students, orderly release for students to parents/guardians, and temporary shelter should it be needed.

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

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

Copies of the plan shall be distributed as follows:

- One copy to every staff member at the beginning of each school year. Special attention must be given so that site plans are available to substitute and itinerant personnel.

- One copy files in each Emergency Procedures Manual issued to the site.

- One copy was included in the site safety plan and sent to the School Police Services Department.

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

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

- Main shut-off valves for gas and water.

- Electrical power master switch(es).

- Portable, battery powered PA equipment/lighting/radios.

- Fire extinguishers.
- First aid equipment and emergency supplies (bedding, water, food)
- Portable emergency equipment for search and rescue.
- Outside water faucets/hoses.
- Stoves, heating/air-conditioning equipment.
- Chemical storage and gas lines in laboratories.
- Hazardous materials stored by custodians or gardeners.
- Overhead power lines.
- Sewer lines and underground gas lines.

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

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

Assignment/training of staff

Pres/CEO or Designee

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

ESSENTIAL ELEMENTS OF SITE PLAN

Provision for site isolation. Consideration must be given to the necessity for a site to be self-sufficient for a period of 72 hours. In a major emergency/disaster, a state of isolation could

realistically confront schools/sites. Provisions must be included in the plan for no power, no communication, and no assistance from the outside agencies.

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

Emergency roll/program cards on each student/staff.

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

Development of a site communication system.

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

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

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

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

Closing of schools or sites/early dismissal of students.

PRESERVATION OF FACILITY

- Damage Control. Main water valves and electric switches should be shut off as soon as possible.
- Of primary concern is the hazard of fire since leaking natural gas could cause a fire or contribute to its rapid spread. However, due to the buildup of pressure in gas lines and the problems with restoration of services, gas lines should be turned off only when it is suspected that there is a gas leak or when fire is threatening gas-supplied structures.

- Conservation of water and supplies. A major source of water is in water storage tanks and hot water heaters. To avoid potential contamination, valves should immediately be shut off so water will not siphon back into city mains.

- No one should be allowed to use water supplies without direct authorization of administration.

- Water in toilet tanks and water heaters must be purified before use. (Do not use water in toilet bowls)

- Note: Limited water or food for the estimated 48-72 hour isolation period will not endanger lives; resources must be conserved through rationing.

- Site use as temporary emergency shelter for staff and students. Note: If school is in session, the school population shall have priority of occupancy.

- Pres/CEO or designee activates appropriate site disaster preparedness plan.

- Outdoor sanitation facilities should be provided.

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

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

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

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

- Keep the class roll in their possession at all times and maintain control of and accountability for all students under their supervision.

- Direct the evacuation of students to a designated assembly area in accordance with site plan or instructions from Pres/CEO or designee.

- Assure that students needing first aid receive care.

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

DRILL RESPONSIBILITIES

Emergency Notification signal for school

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

Fire (evacuate)

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

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

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

Fire Drill (evacuate). All staff and students shall review site evacuation procedures including primary/alternate routes and assembly areas, assigned responsibilities, and actions to take. Since a fire drill signal will be used for other emergencies, the procedure outlined in the safety plan shall be implemented every time fire alarm is sounded.

Pres/CEO or designee

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

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

Teachers

- Take along class roll/register and any other emergency materials specified in the site disaster plan.

- Evacuate students in an orderly manner to designated assembly areas; use alternate routes or assembly area if the primary route/area is closed.

- Using class roll, verify presence of all students; send report to Pres/CEO or designee according to site plan.

- Keep students in the assembly area until further instructions are received. No one shall reenter buildings or return to classrooms for any reason until official all clear signal is given.

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

If inside building:

- Get under protective cover if available.

- Assume protective position:

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

- If no furniture is available for cover, clasp both hands firmly behind the head, covering the neck.
- Bury face in arms, protecting head; close eyes and cover ears with forearms.

- Stay in position until a clear signal is given or the threat is over.

- Follow site emergency preparedness plan procedures if Activate signal is given; avoid glass and other hazards during Evacuate procedure.

SCHOOL DISASTER PREPAREDNESS PLAN

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

Prior to conducting a drill to Activate site plan:

- Pres/CEO or designee shall determine time and date of drill and inform all necessary authorities.

- School shall send advance notification to parents informing them of planned drill.

- Site employees shall be notified in advance and shall be expected to review their assigned responsibilities, if needed.

- Students shall review site plan and actions to take and shall be instructed about reasons for planned drill.

On day of drill, Pres/CEO or designee:

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

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

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

Verifies “safety” of staff and students

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

May include “built in” situations for a drill.

After drill, Pres/CEO or designee:

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

School Campus Emergency Plan

The purpose of the plan is to prepare, train and educate personnel in steps to minimize the possibility of accidents or tragedy on school campuses.

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

- Post a regular update and a checklist of equipment and emergency telephone numbers.

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

STUDENT SMARTPHONE USE DURING EMERGENCIES

Consistent with Education Code § 48901.7, students may use smartphones in the event of an emergency or in response to a threat or danger. During an emergency, students shall follow the directions of school staff, administration, law enforcement, and emergency responders regarding the safe use of smartphones.

Smartphone use shall not interfere with evacuation, lockdown, shelter-in-place, reunification, or other emergency response procedures. During a lockdown, active threat, or other situation in which maintaining silence or limiting communication is necessary for safety, students shall silence devices and follow the directions of school staff and emergency responders.

Students may use smartphones to contact emergency services when necessary and may communicate with parents/guardians when such communication can be accomplished safely and does not interfere with emergency response procedures.

When the emergency or threat has ended, the school's regular student smartphone policy shall resume.

Legal Reference: Education Code § 48901.7

LEGAL AND POLICY CONSIDERATIONS

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

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

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

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

Government Code Sections 3100 et seq.

EMERGENCY PROCEDURE

SUBJECT: EVACUATION AND REUNIFICATION

BACKGROUND

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

Evacuation Authority

The following personnel may order the evacuation of the facility:

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

Evacuation Categories

In order to establish standardization and consistency at the school facility, the following evacuation categories are established:

- One site Evacuation
- Off site Evacuation
- In Place Sheltering (Lockdown)

On-Site Evacuation

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

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

Off Site Evacuation

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

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

In-Place Sheltering (“Lockdown”)

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

- Shooter on campus

- Hazardous material incident near the school grounds.
- Fire near the school grounds.
- Explosion hazard near the school grounds.
- Police activity near the school grounds.

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

Evacuation Site Selection

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

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

Other site selection considerations should include:

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

IDENTIFICATION OF REFUGE SHELTER

In the event an evacuation order is issued, HSHMC shall identify an appropriate refuge shelter capable of accommodating all pupils and staff. Selection of the refuge shelter shall consider the nature and location of the emergency, accessibility, transportation needs, evacuation routes, and direction provided by emergency response agencies.

The Pres/CEO or designee shall notify the operational area having jurisdiction of the identified refuge shelter and coordinate with emergency response agencies as appropriate.

Primary and alternate refuge locations shall be identified when feasible. Existing designated evacuation locations, including Teralta Park and Park De La Cruz, may be utilized when determined safe and appropriate based on the circumstances of the emergency and direction from public safety officials.

Students and staff shall remain accounted for throughout evacuation and relocation. Appropriate accommodations and assistance shall be provided to individuals with disabilities and others with access or functional needs.

Legal Reference: Education Code § 32282

Methods of Alerting

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

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

Bell System Notification

Each school should designate a system for:

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

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

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

These alerts can be supplemented.

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

NOTIFICATION OF THE EVACUATION

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

ACCOUNTABILITY

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

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

MOVEMENT

Factors that may affect control:

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

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

SEARCHING FACILITY

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

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

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

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

Roll Call

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

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

Alphabetical groups

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

Next Period groups

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

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

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

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

All students alphabetically

Alphabetically by grade

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

FACILITY (NON-CAMPUS) EVACUATION GUIDELINES

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

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

CANCELING EVACUATION

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

RETURN TO SCHOOL OR FACILITY

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

REMOTE SHELTERING

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

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

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

The need to move students/staff to a remote shelter will be discussed between the Incident commander, the Pres/CEO or the EOC. The EOC Director will make the decision to initiate the

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

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

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

PARENT NOTIFICATION

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

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

PARENT REUNIFICATION

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

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

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

The following release procedures should be followed:

- Designate an entry point for parents/guardians to report to (law enforcement may be beneficial in these circumstances). Note: the use of preprinted banners and signs may be helpful to direct and control arriving parents/guardians.

- Designate (and staff) an exit point where parents/guardians with students are to check out.

- Establish procedures for verifying identity of "parent/guardian" at the entry point and exit point.

- Direct parent/guardian to the location of the student's group for release; advise parent's/guardian to check out at the designated exit (keep the entrance and exit separate whenever possible).

- Maintain documentation of student accountability.

REUNIFICATION FROM REMOTE SHELTER

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

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

- Designate an entry point for parents/guardians to report to (law enforcement may be beneficial in these circumstances). Note: the use of preprinted banners and signs may be helpful to direct and control arriving parents/guardians.

- Designate (and staff) an exit point where parents/guardians with students are to check out.

- Establish procedures for verifying identity of "parent/guardian" at the entry point and exit point.

- Direct parent/guardian to the location of the student's group for release; advise parents/guardian to check out at the designated exit (keep the entrance and exit separate whenever possible).

- Maintain documentation of student accountability.

Regardless of the grade levels or location, keep the following issues in mind.

- Arriving parents/guardians will create significant parking and traffic control problems; law enforcement must be on scene to address this.

- Arriving parents/guardians may be in a high level of anxiety and will want to reunite with their student as quickly as they can; long waits in lines may only aggravate their emotions. Ensure that sufficient staff is available at entry points and exit points to facilitate movement.

- Law enforcement will need to be an integral part of the reunification staff to ensure control, peace, and movement. Coordinate with law enforcement officials on scene and ensure that sufficient officers are available to maintain control.

- Assign a senior staff member to oversee reunification setup and operations. This will allow the Pres/CEO or designee to oversee all aspects of the emergency.

- Be prepared to deal with the media.

EMERGENCY OPERATIONS CENTER

When a school is evacuated the Emergency Operations Center should generally be activated to support school emergency operations. The purpose of evacuations include the following:

Coordinate response by support personnel, agencies, and teams to the affected school

Coordinate additional resources to support evacuation operations, including transportation, traffic control devices, food/drinks, and other materials and supplies.

Determine if remote sheltering is required; if so, initiate procedures to obtain facility, arrange transportation, and reunification.

Coordinate parent/guardian notification if required.

Provide overall direction to the Pres/CEO related to school operations.

TRAINING/EXERCISES

It is essential that all potential users of the evacuation plans are trained. This includes staff as well as students. The Pres/CEO or designee shall ensure (and document) that all staff receive training in all emergency procedures during the initial days of the new school year or upon their assignment to the school. Students should be briefed on plans and their responsibilities during the first few days of school year or upon enrollment. Parents/guardians should receive information regarding emergency plans and their responsibilities.

Exercises are an important aspect of emergency preparedness and provide staff and students the opportunity to practice their emergency procedures in a safe environment. When developing an emergency exercise, the Pres/CEO or designee will coordinate planning with SDPD and San Diego Fire Department. This enhances the interagency coordination that is vital in an emergency and ensures that public safety agencies are aware of the exercise.

REFERENCE MATERIAL

School Emergency Response-California Office Emergency Services (6/98)
California Penal Code 409.5PC, Closure of Areas in Emergencies
Emergency Preparedness www.EmergencytrainingOnline.com

Coversheet

2026-2027 Emergency Action Plan (Athletics)

Section: IV. Consent Agenda
Item: D. 2026-2027 Emergency Action Plan (Athletics)
Purpose:
Submitted by:
Related Material:
D - ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN 26-27 (PDLC).docx
D - ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN 26-27 (Wilson).docx
D - ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN 26-27.docx

ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN: RESPONSE TEAMS

Athletic Director/Coach Name: Nick Regas

School: Health Sciences High

Facility: Park de la Cruz Rec Center

Call 911 or your local EMS for all medical emergencies. If unresponsive and not breathing normally, begin CPR and get the AED.

911 TEAM

CALL 911. Explain the emergency. Provide location.

Local EMS Number:	619-285-6429	
EMS Access Point:	**Park De La Cruz Gymnasium parking lot**	
Cross Streets:	Landis St & 40th St.	

Responder 1: Salvador Partida

MEET AMBULANCE at EMS Access Point. Take to victim.

EMS Access Point: Park De La Cruz Gymnasium	Practices & Events	

CPR/AED TEAM

START CPR.

1. Position the person on his/her back.

2. Put one hand on top of the other on the middle of the person's chest. Keeping arms straight, push hard and fast (100 compressions/minute). Let the chest completely recoil after each compression.

3. Take turns with other responders as needed.

Coach/Advisor: Nick Regas

Responder 1: Alexandra Prince

AED TEAM

GET THE AED KIT.

Nearest AED: Gymnasium Office	The AED will be retrieved and used by trained or voluntary responders closest to the emergency. The EMS system will be activated by calling 9-1-1.	Events Volleyball and Basketball

Responder 1: Salvador Partida

GET THE ATHLETIC TRAINER.

Athletic Trainer: Salvador Partida

Cell/Contact Method: 619-516-3141

Typical location: On Site

Cross Streets: Landis St. & 40th St.	The Gym front office is notified, and the response team is alerted of the emergency and the location via the PA system. The front office will also activate the EMS system by calling 9-1-1 if it is not already activated	
Responder 1: Drew Seery		
CALL CONTACTS. Provide location and victim's name.		
Athletic Trainer: Nick Swift		Cell: 858-442-2187
Athletic Director: Nick Regas		Cell: 619-987-5076
Principal: Dominique Smith		Cell: 619-933-0610
Assistant Principal: Beth Fisher		Cell: 714-310-2384

Responder 2: Drew Seery

WHEN AED ARRIVES, TURN IT ON AND FOLLOW VOICE PROMPTS.

1. Remove clothing from chest.
2. Attach electrode pads as directed by voice prompts.
3. Stand clear while AED analyzes heart rhythm.
4. Keep area clear if AED advises a shock.
5. Follow device prompts for further action.
6. After EMS takes over, give AED to Athletic Director for data download.

Responder 1: Nick Regas

*By law, all athletic coaches, paid and/or volunteer, must be currently certified in CPR and First Aid and Concussion Awareness as outlined in Section 5590-5596 of Title V of the California Code of Regulations and Education Code Sections 35179.5 and 44919. More information can be found at http://cifstate.org/ under the Health & Safety tab, in the Sports Medicine Handbook.

ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN: RESPONSE TEAMS

Athletic Director/Coach Name: Nick Regas

School: Health Sciences High

Facility: Wilson Middle School

Call 911 or your local EMS for all medical emergencies. If unresponsive and not breathing normally, begin CPR and get the AED.

911 TEAM

CALL 911. Explain the emergency. Provide location.

Local EMS Number:	619-285-6429	
EMS Access Point:	**Wilson Middle School parking lot**	
Cross Streets:	Landis St & 40th St.	

Responder 1: Jesús Jiménez

MEET AMBULANCE at EMS Access Point. Take to victim.

EMS Access Point: Park De La Cruz Gymnasium	Practices & Events	

CPR/AED TEAM

START CPR.

1. Position the person on his/her back.

2. Put one hand on top of the other on the middle of the person's chest. Keeping arms straight, push hard and fast (100 compressions/minute). Let the chest completely recoil after each compression.

3. Take turns with other responders as needed.

Coach/Advisor: Nick Regas

Responder 1: Alexandra Prince

AED TEAM

GET THE AED KIT.

Nearest AED: Gymnasium Office	The AED will be retrieved and used by trained or voluntary responders closest to the emergency. The EMS system will be activated by calling 9-1-1.	Events Football and Soccer

Responder 1: Jesús Jiménez

GET THE ATHLETIC TRAINER.

Athletic Trainer: Nick Swift

Cell/Contact Method: 619-362-3400

Typical location: On Site

Cross Streets: Landis St. & 40th St.	The Gym front office is notified, and the response team is alerted of the emergency and the location via the PA system. The front office will also activate the EMS system by calling 9-1-1 if it is not already activated	
Responder 1: Drew Seery		
CALL CONTACTS. Provide location and victim's name.		
Athletic Trainer: Nick Swift		Cell: 858-442-2187
Athletic Director: Nick Regas		Cell: 619-987-5076
Principal: Dominique Smith		Cell: 619-933-0610
Assistant Principal: Beth Fisher		Cell: 714-310-2384

Responder 2: Drew Seery

WHEN AED ARRIVES, TURN IT ON AND FOLLOW VOICE PROMPTS.

1. Remove clothing from chest.
2. Attach electrode pads as directed by voice prompts.
3. Stand clear while AED analyzes heart rhythm.
4. Keep area clear if AED advises a shock.
5. Follow device prompts for further action.
6. After EMS takes over, give AED to Athletic Director for data download.

Responder 1: Nick Regas

*By law, all athletic coaches, paid and/or volunteer, must be currently certified in CPR and First Aid and Concussion Awareness as outlined in Section 5590-5596 of Title V of the California Code of Regulations and Education Code Sections 35179.5 and 44919. More information can be found at http://cifstate.org/ under the Health & Safety tab, in the Sports Medicine Handbook.

ATHLETIC DEPARTMENT EMERGENCY ACTION PLAN: RESPONSE TEAMS

Athletic Director/Coach Name: Nick Regas

School: Health Sciences High

Facility: On Campus/Kippy's Sports Center

Call 911 or your local EMS for all medical emergencies. If unresponsive and not breathing normally, begin CPR and get the AED.

911 TEAM

CALL 911. Explain the emergency. Provide location.

Local EMS Number:	619-285-6429	
EMS Access Point:	**Back Gate at Entrance**	
Cross Streets:	39th St & University Ave.	

Responder 1: Nick Regas

MEET AMBULANCE at EMS Access Point. Take to victim.

EMS Access Point:	Practice 3910 University Ave & 39th St	Events
Cross Streets: 39th St & University Ave.	In case of an emergency during school hours, the front office is notified, and the response team is alerted of the emergency and the location via the telephone PA system/Emergency response button. The front office will also activate the EMS system by	

CPR/AED TEAM

START CPR.

1. Position person on his/her back.

2. Put one hand on top of the other on the middle of the person's chest. Keeping arms straight, push hard and fast (100 compressions/minute). Let chest completely recoil after each compression.

3. Take turns with other responders as needed.

Coach/Advisor: Nick Regas

Responder 1: Nick Swift

Responder 2: Oscar Corrigan

AED TEAM

GET THE AED KIT.

Nearest AED: Lobby	Practices Implement logistical changes to facilitate CPR and EMS functions. Designate people to cover the duties of the CPR responders. Help with administrative functions to assist EMS personnel. Notify school leadership, if not already done.	Events

Responder 1: Nick Swift

GET THE ATHLETIC TRAINER.

Athletic Trainer: Nick Swift

Cell/Contact Method: 858-442-2187/Emergency Response Button

Typical location: Room 107

Responder 1: Nick Regas

	calling 9-1-1 if it is not already activated:	
Responder 1: Sarah Gonzalez		
CALL CONTACTS. Provide location and victim's name.		
Athletic Trainer: Nick Swift		Cell: 858-442-2187
Athletic Director: Nick Regas		Cell: 619-987-5076
Principal: Dominique Smith		Cell: 619-933-0610
Assistant Principal: Beth Fisher		Cell: 714-310-2384

WHEN AED ARRIVES, TURN IT ON AND FOLLOW VOICE PROMPTS.

1. Remove clothing from chest.
2. Attach electrode pads as directed by voice prompts.
3. Stand clear while AED analyzes heart rhythm.
4. Keep area clear if AED advises a shock.
5. Follow device prompts for further action.
6. After EMS takes over, give AED to Athletic Director for data download.

*By law, all athletic coaches, paid and/or volunteer, must be currently certified in CPR and First Aid and Concussion Awareness as outlined in Section 5590- 5596 of Title V of the California Code of Regulations and Education Code Sections 35179.5 and 44919. More information can be found at http://cifstate.org/ under the Health & Safety tab, in the Sports Medicine Handbook.

Coversheet

2026-2027 Enrollment Process

Section: IV. Consent Agenda
Item: E. 2026-2027 Enrollment Process
Purpose:
Submitted by:
Related Material: E - Enrollment Process 2025 - For Board Approval 8-19-2026.pdf

(For Board Approval 8/19/2026)

ENROLLMENT PROCESS FOR HSHMC, INC.

APPLICATIONS WILL BE ACCEPTED FOR THE 2027-2028 SCHOOL YEAR BEGINNING NOVEMBER 1, 2026. THE OPEN ENROLLMENT PERIOD IS NOVEMBER 1, 2026 THROUGH FEBRUARY 1, 2027. IF THE NUMBER OF APPLICATION EXCEEDS AVAILABLE SPACES, A LOTTERY WILL DETERMINE APPLICATION SELECTION. SIBLINGS OF CURRENT STUDENTS AND CHILDREN OF SHARP EMPLOYEES WILL BE GIVEN PRIORITY IN A LOTTERY. STUDENTS WILL BE NOTIFIED OF ACCEPTANCE BEGINNING IN FEBRUARY, 2027. STUDENTS WHO ARE NOT ACCEPTED FOR THE COMING SCHOOL YEAR WILL BE PLACED ON A WAITING LIST AND NOTIFIED AS SOON AS SPACE BECOMES AVAILABLE.

INTERESTED FAMILIES WILL BE INVITED TO ATTEND A NEW STUDENT INFORMATIONAL ORIENTATION. IF YOU HAVE APPLIED OR WILL BE APPLYING, PLEASE CONSIDER ATTENDING AN INFORMATIONAL ORIENTATION AT HSHMC, INC. DATES OF THESE ORIENTATIONS WILL BE MADE AVAILABLE ON THE WEBSITE AT WWW.HSHMC.ORG.

Coversheet

2026-2027 Fiscal Control Policy

Section: IV. Consent Agenda
Item: F. 2026-2027 Fiscal Control Policy
Purpose:
Submitted by:
Related Material: F - Fiscal Control Policy - 2026-2027 for Board Approval 8-19-2026.pdf

HEALTH SCIENCES

FISCAL AND OPERATING POLICIES

2026-2027

(For Board Approval 8/19/2026)

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100 INTERNAL CONTROL POLICIES

101 Introduction

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

102 Compliance With Laws

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

A. Political Contributions

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

Following are examples of prohibited activities

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

B. Record Keeping

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

Further, the Charter School specifically requires that:

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

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

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

A. Sale or exchange, or leasing, of property between the agency and an affiliated or unaffiliated organization or a private or related individual.

B. Lending of money or other extension of credit between an agency and an affiliated or unaffiliated organization or a private or related individual.

C. Furnishing of goods, services or facilities between the agency and an affiliated or unaffiliated organization or a private or related individual.

D. Payment of compensation, unless authorized by the HSHMC Board or its governing body, by the Charter School to an affiliated or unaffiliated organization or a private or related individual.

E. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the Charter School.

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

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

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

202 HSHMC Board Authorities

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

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

203 Signature Authorities

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

204 Government Access to Records

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

205 Security of Financial Data

A. The system's accounting data must be backed up daily by the business back office services provider to ensure the recoverability of financial information in case of hardware failure. The back up will be stored in a fire safe area and properly secured.

C. All other financial data, petty cash box, unused checks and unclaimed checks will be secured by the Principal or the business back office services provider from unauthorized access.

206 Security of Charter School Documents

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

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

207 Use of Charter School Assets

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

208 Use Of Charter School Credit Cards

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

Purpose
This policy outlines the responsible and approved use of HSHMC Purchasing Cards (PCards) to facilitate efficient purchasing, promote accountability, and ensure proper usage aligned with school goals.

Authorized Users
Only approved HSHMC staff members are eligible to use PCards. Each cardholder undergoes an approval process managed by HSHMC Senior Leadership.

Permitted Uses
PCards may be used for:
- Operational Expenses: Approved purchases supporting school operations and functions.
- Instructional Materials: Supplies or resources directly contributing to instructional objectives.
- Authorized Travel Expenses: Pre-approved travel costs, aligning with HSHMC's travel guidelines.

Prohibited Uses
PCards are not permitted for:
- Personal Expenses: Including any non-school-related purchases.
- Cash Advances: Direct cash withdrawal is prohibited.
- Unauthorized Purchases: Any items outside the approved purchasing categories.

Cardholder Responsibilities
Each cardholder is responsible for:
- Adhering to Compliance Standards: Ensuring all transactions comply with HSHMC fiscal guidelines.
- Documentation and Receipts: Submitting receipts and documentation for each transaction promptly.
- Security and Reporting: Reporting lost, stolen, or compromised cards immediately to safeguard HSHMC funds.

300 FINANCIAL MANAGEMENT POLICIES

301 Basis Of Accounting

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

302 Accounting Policies

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

303 Basis of Presentation

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

304 Revenues

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

305 Expenditures

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

306 Incurred Costs

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

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

307 Cash Management

A. The Charter School maintains cash accounts at the following banks:

1. U.S. Bank
2. Citibank
3. CalPrivate Bank
4. San Diego County Treasury

308 Accounts Receivable Aging Criteria

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

309 Grant/Contract Invoicing

A. All invoices are submitted to the funding sources by dates specified in the grant or contract agreement.

B. The invoicing format is that specified by the funding source.

310 Budgets

A. In June of each year the back-office service provider prepares an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget if applicable. These budgets and projections are reviewed and approved by the HSHMC Board at an annual meeting and modified as necessary.

B. A profit and loss statement displaying budget vs. actual results is prepared monthly by the back office services provider and reviewed by the Chief Education Officer. Summary budget vs. actual reports are presented to the HSHMC Board at each quarterly board meeting.

311 *Insurance and Bonding*

A. The Charter School maintains minimum levels of coverage as required per the MOU with San Diego Unified. The HSHMC Board may decide to carry higher levels of insurance by a vote:

1. General liability-$5,000,000 per occurrence
2. Business & personal property (including auto/bus)-$2,000,000 per occurrence
3. Workers' Compensation-$1,000,000 per occurrence
4. Errors and Omissions-$1,000,000/$2,000,000 per claim/annual aggregate. $5,000 deductible per claim.
5. Employee Practice-$1,000,000/$2,000,000 per claim/annual aggregate. $5,000 deductible per claim.

A. The Charter School requires proof of adequate insurance coverage from all prospective contractors, as deemed applicable by the HSHMC Board.

312 Record Retention And Disposal

A. Records are maintained for the following indicated minimum periods:

Books, records, documents and other supporting evidence including paid, canceled or voided checks, accounts payable records, vendors' invoices, payroll sheets and registers of salaries and wages, tax withholding statements, employees' timesheets and other public documents are retained for seven years after the original entry date.

B. All records not supporting government grants or otherwise covered by rules of the Internal Revenue Service are retained for three years from the end of the fiscal year in which the records were originally prepared.

C. All financial records are maintained in chronological order, organized by fiscal year.

313 *Financial Reporting*

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

A. Annually:

1. Financial statements for audit
2. Annual budget
3. 1st and 2nd interims, and 3rd interim if needed
4. Unaudited actuals

B. Monthly:

1. Trial balance

2. Internally generated budget vs. actual financial statements
3. Billing invoices to funding sources
4. Updating the cash flow projection

C. Periodically:

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

314 Audit

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

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

315 Audit/Finance Committee

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

400 POLICIES RELATED TO ASSETS, LIABILITIES AND FUND EQUITY

401 ASSETS

402 Bank Accounts

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

US Bank

Citibank

CalPrivate Bank

403 Petty Cash Payments

A. Petty cash payments are made from a fund not to exceed $150, and should be for cash advances, local expense reimbursement and small-dollar vendor purchases, provided proper documentation is furnished with each request. No individual payment shall be greater than $75.

B. The petty cash account is balanced on a monthly basis by the Principal. The replenishment check is made out to the Principal - *Petty Cash Custodian*" on an as needed basis.

404 LIABILITIES AND FUND EQUITY

405 Accounts Payable

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

406 Accounts Payable Payment Policy

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

407 Accrued Liabilities

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

408 Liability For Compensated Absences

A. Compensated absences arise when employees are absent from employment due to Personal Time Off leave. When the Charter School expects to pay an employee for such compensated absences, a liability for the estimated probable future payments is accrued if all of the following conditions are met:

1. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.
2. The employee's right to receive the compensation for future absences is vested or accumulates.
3. It is probable that the compensation will be paid.
4. The amount of compensation is reasonably estimable.

B. Compensated absences not required to be paid upon employee termination are only recorded when paid.

409 Debt

A. Short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year.

B. Loan agreements approved by the HSHMC Board should be in writing and should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.

500 REVENUE

501 Revenue Recognition

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

600 FACILITIES

601 Disposal Of Property And Equipment

A. No property or equipment shall be removed from the premises without prior written approval from either the CEO, Chief Financial Officer, or Principal.

B. The Charter School has adopted standard disposition procedures for Charter School staff to follow, which include an *Asset Disposal Form*, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset, and supervisory approval or denial.

C. When property is retired, the appropriate entry reflecting disposition of the asset and any associated depreciation will be recorded on the general ledger. Any gain or loss realized on the asset will be recorded as well.

700 PROCUREMENT POLICIES

A. The Charter School adheres to the following objectives:

1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
2. All purchases will be made in the best interests of the Charter School and its funding sources.
3. Only quality supplies/services will be obtained, and delivery will be scheduled at the time and place required.
4. Purchases will be made from responsible sources of supply.
5. Maximum value for all expenditures will be obtained.
6. Vendors will be dealt with fairly and impartially.
7. Dependable sources of supply will be maintained.
8. Be above suspicion of unethical behavior at all times; avoid any conflict of interest resulting from purchasing from related parties or even the appearance of a conflict of interest in the Charter School supplier relationships.

B. All lease agreements and contracts in excess of $50,000 will be evidenced by a written document approved by the HSHMC School Board and signed by the Chief

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

800 TRAVEL POLICIES

801 Employee Mileage Reimbursement

A. All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel. In addition, parking fees and tolls paid are reimbursable if supported by receipts.

B. All employees requesting such mileage reimbursement are required to furnish a *Travel Report* containing the destination of each trip, its purpose, the miles driven, and parking fees and tolls paid. The Travel Report will be submitted within one month after the travel date, supported by receipts if applicable.

900 CONSULTANTS AND CONTRACTORS

901 Consultant Utilization

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

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

902 Independent Contractors

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

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

PART II

1000 - GENERAL ACCOUNTING PROCEDURES

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

1001 GENERAL LEDGER ACTIVITY

Control Objective

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

Major Controls

A. **Timeliness of Entries**

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

B. **Support Documentation**

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

C. **Audit Trail**

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

Procedures

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

1002. GENERAL LEDGER CLOSE-OUT

Control Objective

To ensure the accuracy of financial records and reports.

Major Controls

A. **Trial Balance**

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

B. **Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers**

Reconciliations are prepared on a monthly basis.

Procedures

A. At the end of each month, a trial balance of all General Ledger accounts is prepared by the back office business services provider and given to the Chief Education Officer.

B. Reconciliation between the General Ledger control accounts and the subsidiary ledgers are completed by the back office business services provider.

C. At fiscal year end and after the annual audit, all income and expense accounts are closed out, and the general ledger balances are agreed to the unaudited actuals and audited financial statements.

1100 - CASH MANAGEMENT PROCEDURES

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

1101. CASH RECEIPTS

Control Objective

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

Major Controls

A. **Cash Flow Projection**

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

B. **Cash Receipts Policies**

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

C. **Internal Accounting Controls**

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

Procedures

A. General

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

1102. CASH DISBURSEMENTS

Control Objective

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

Major Controls

A. **Cash Disbursement Policies**

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

B. **Internal Accounting Controls**

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

Procedures

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

1103. PETTY CASH FUNDS

Control Objective

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

Major Controls

Internal Accounting Controls

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

Procedures

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

1104. ASB FUNDS

Cash control procedures

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

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

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

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

1200 - PAYROLL PROCEDURES

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

1201. PERSONNEL REQUIREMENTS

Control Objective

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

Major Controls

A. New Employees

1. Requests for new employees are initiated by the Chief Education Officer and compared with the approved annual personnel budget.

2. New employees complete an *Application for Employment*.

3. New employees complete all necessary paperwork for payroll.

4. Employee is fingerprinted for a security clearance and takes a TB test. Security clearance and a negative TB test result must be received by the charter school before any employee may start work.

B. Personal Time Off Pay

1. Employees accrue personal time off time based on personnel policy of the Charter School. (see employee handbook)

2. Employee is required to provide advanced notice to supervisors for a planned personal time off request.

3. Regular part-time employees will earn personal time off on a pro-rated basis based on personnel policy of the Charter School.

4. Employees' earned personal time off balances are adjusted monthly to reflect personal time off earned and taken and are reviewed by the Principal on a quarterly basis.

5. The Director of Human Resources monitors personal time off by maintaining a log for each individual in the HR software system.

6. Unused personal time off is based on personnel policy of the Charter School.

1202. TIMEKEEPING

Control Objective

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

Major Controls

A. **Timekeeping Policies**

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

B. **Time Sheet**

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

C. **Internal Accounting Controls**

Reconciliation of hours charged on electronic timesheets to attendance records are completed monthly.

Procedures

Time Recording Preparation

1. Salaried employees ensure that their timesheets accurately reflect any time off requests on a semi-monthly basis.
2. Hourly employees prepare their timesheets on a semi-monthly basis.
3. Electronic timesheets are reviewed by the back office for accuracy and processed for payroll on a semi-monthly basis.

1203. PREPARATION OF PAYROLL

Control Objective

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

Major Controls

A. **Internal Accounting Controls**

Time records are reconciled with payroll records.

Procedures

1. The total time recorded on electronic timesheets and the number of employees is calculated by the back office business services provider.
2. The payroll documents received from the Payroll Service (e.g., calculations, payrolls and payroll summaries) are compared with timesheets, pay rates, payroll deductions, compensated absences etc. by the back office business services provider or Director of Human Resources.

3. The back office business services provider verifies gross pay and payroll deductions.
4. The total hours and number of employees are compared with the totals in the Payroll Register by the back office business services provider.
5. The Payroll Service sends a copy of the Payroll Register directly to the Director of Human Resources for review.

1204. PAYROLL PAYMENT

Control Objective

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

Major Controls

A. Employees are encouraged to participate in direct deposit.

B. For those employees receiving a paper check, the check is mailed to the employee at their address of record.

C. If an employee picks up a paper check from the office they will be required to present identification showing they are the person named on the check and to sign and date a log verifying receipt of the check.

1205. PAYROLL WITHHOLDINGS

Control Objective

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

Major Controls

A. **Reconciliation of Payment and Payroll Withholdings**

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

B. **Internal Accounting Controls**

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

Procedures

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

1300 ASSET TRACKING AND DEPRECIATION

Procedures

1. All assets with an acquisition cost of $500 or more should be tracked through the use of an inventory list. This list should include:

a. Acquisition date

b. Value of the asset when acquired

c. Description of the asset

d. Vendor or donor from whom the asset was acquired

e. Location(room number) of the asset

2. Property acquired with an estimated useful life of greater than one fiscal year shall be capitalized and depreciated according to the capitalization thresholds and estimated useful lives assigned to each category of capital assets. Property, plant, and equipment shall be categorized by the following asset types and depreciated using straight line method and half year convention in accordance with the following capitalization thresholds and estimated useful lives.

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

3. Costs include the acquisition costs as well as any ancillary costs, such as freight, installation, and setup costs associated with preparing the asset for its intended use.

4. Expenditures incurred in construction, such as materials, labor, supervision, engineering, legal, insurance, and overhead, will be categorized as “construction in progress” until the project is completed and placed in service. No depreciation shall be taken on construction in progress.

5. Records will be maintained of the location, cost, and accumulated depreciation of all capital assets.

6. An inventory of assets will be performed annually, verifying the asset is still in the charter school's possession and updating any change in location.

1400 EXPENSE REIMBURSEMENT

Control Objective

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

Major Controls

A. **Travel Policies**

The Charter School has adopted policies on travel reimbursement.

A. **Employee Expense Reimbursement Documentation**

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

B. **Internal Accounting Controls**

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

C. **Expense Advance or Reimbursement**

1. Soon after traveling, but not exceeding 30 days, an employee who seeks reimbursement for authorized expenses completes a *Travel Report* detailing the expenses incurred, attaching originals of supporting documentation.
2. All credit card purchases are supported by invoices or receipts in order to be reimbursed.
3. The employee's *Travel Report* and credit card purchases invoices are reviewed and approved by the Principal.
4. Claims for reimbursement must be submitted on the Expense Reimbursement form, which is available from your supervisor. Expenses must be claimed within 90 days of the occurrence or they will not be reimbursed. When the expense involves travel, specific requirements include: airfare exceeding $500 must be approved in advance, hotels exceeding $200 per night must be approved in advance, and reservations must be made at least 21 days in advance of travel or an exception must be approved.

1500 - MANAGEMENT REPORTING PROCEDURES

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

1501. ANNUAL BUDGET

Control Objective

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

Major Controls

A. **Budget Process**

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

B. **Internal Accounting Controls**

Accuracy and completeness of the budget and projections

Procedures

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

1502. FINANCIAL REPORTING

Control Objective

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

Major Controls

A. **Schedule**

Monthly managerial reports are prepared based on a schedule.

B. **Review and Approval**

Financial reports are reviewed for accuracy and completeness.

C. **Audit**

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

Procedures

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

1503. PAYROLL TAX COMPLIANCE

Control Objective

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

Procedures

1. The Charter School maintains a schedule of required filing due dates for:
   (i) *IRS Form W-2* - Wage and Tax Statement.
   (ii) *IRS Form W-3* - Transmittal of Income and Tax Statements.
   (iii) *IRS Form 940* - Employer's Federal Unemployment (FUTA) Tax Return.
   (iv) *IRS Form 941* - Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes.
   (v) *IRS Form 1099 MISC* (also *1099-DIV, 1099-INT, 1099-OID*) - U.S. Annual Information Return for Recipients of Miscellaneous Income.
   (i) Quarterly and annual state(s) unemployment tax return(s).

2. Before submission, all payroll tax documents and the supporting schedules are reviewed and approved by the back office business services provider for accuracy and completeness.

Coversheet

2026-2027 General Complaint Policy and Complaint Form

Section: IV. Consent Agenda
Item: G. 2026-2027 General Complaint Policy and Complaint Form
Purpose:
Submitted by:
Related Material: G - General Complaint Form - For Board Approval 8-19-2026.pdf
G - General Complaint Policy - For Board Approval 8-19-2026.pdf

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General Complaint Form

Your Name: _____ Date: _____
Date of Alleged Incident(s):_____
Name of Person(s) you have a complaint against:_____
_____
List any witnesses that were present:_____
_____
Where did the incident(s) occur? _____

Please describe the circumstances, events, or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements, etc.) (Attach additional pages, if needed):
_____
_____
_____
_____
_____
_____

I hereby authorize HSHMC to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____
Signature of Complainant

_____
Print Name

Email completed form to the Director of Human Resources at ocorrigan@hshmc.org

To be completed by HSHMC:

Received by: _____ Date:_____

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GENERAL COMPLAINT POLICY
(For Board Approval 8/19/2026)

Health Sciences High and Middle College (HSHMC) has adopted this General Complaint Policy to address concerns about the Charter School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the HSHMC's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or HSHMC's Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate.

Internal Complaints (Complaints by Employees against Employees)

This section of the policy is for use when an HSHMC employee raises a complaint or concern about a co-worker. If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Director of Human Resources or designee:

• The complainant will bring the matter to the attention of the Director of Human Resources as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and

• The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Director of Human Resources or designee will then investigate the facts and provide a solution or explanation;

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, HSHMC values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

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Policy for Complaints Generally (Complaints by Third Parties against Employees)

This section of the policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about HSHMC generally, or an HSHMC employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the Director of Human Resources. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Director of Human Resources (or designee) shall abide by the following process:

• The Director of Human Resources or designee shall use their best efforts to ascertain the facts relating to the complaint. Where applicable, the Director of Human Resources or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts.

• In the event that the Director of Human Resources (or designee) finds that a complaint is valid, the Director of Human Resources (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of HSHMC, the Director of Human Resources may take disciplinary action against the employee. As appropriate, the Director of Human Resources (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

• The Director of Human Resources's (or designee's) decision relating to the complaint shall be final unless it is appealed to the HSHMC Board of Directors. The decision of the Board shall be final.

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General Requirements

Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered during the investigation will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution: The Director of Human Resources or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate measures to ensure effective resolution of any complaint.

Coversheet

2026-2027 Graduation Requirements

Section: IV. Consent Agenda
Item: H. 2026-2027 Graduation Requirements
Purpose:
Submitted by:
Related Material: H - A-G Graduation Requirements - For Board Approval 8-19-2026.pdf
H - Alternate Pathway to a Diploma - Board Approval.pdf

HSHMc

Graduation Requirements

(Fulfills CSU and UC's a - g admissions requirements)

Area	Subject	Years Required
a	**History and Social Science** ☐ Modern World Hist., Culture & Geography ☐ Modern U.S. History & Geography	2
b	**English** ☐ English 1 ☐ English 2 ☐ English 3 ☐ English 4	4
c	**Math** ☐ Math 1 ☐ Math 2 ☐ Math 3 ☐ Math 4 ☐ Statistics	3 - 4
d1	**Lab Science (9th/10th)** ☐ Biology ☐ Anatomy & Physiology	1 - 2
d2	**Lab Science (11th/12th)** ☐ Chemistry ☐ Physics ☐ *Go Green!*	1 - 2
e	**Language Other Than English** ☐ Spanish 1 ☐ Spanish 2 ☐ Spanish 3 (recommended) ☐ Spanish 4 (recommended)	2
f	**Visual and Performing Arts** ☐ Integrated Arts	1
g	**College Preparatory Electives** ☐ Ethnic Studies ☐ U.S. Government & Economics	2

Alternate Pathway to a Diploma

Alternate Pathway to a Diploma for our students with the most significant cognitive disabilities. This pathway is already defined in state law.

Who Qualifies

- Has a significant cognitive disability and is on track to complete the state's minimum coursework requirements, per 20 U.S.C. § 7801(23)(A)(ii)(I)(bb).
- Eligibility to take the California Alternate Assessment (CAA) is now an IEP team determination. Taking the CAA in 11th grade is no longer a fixed requirement, per SB 114's changes to Education Code 51225.31.
- The student is required to complete state standards-aligned coursework to meeting minimum statewide course requirements for graduation.

Under California Education Code 51225.31, all students work toward a diploma through the statewide course of study in English, math, science, social studies, VAPA/world language/CTE, and PE. For eligible students, Education Code 51225.31 requires us to exempt them from any additional local coursework requirements and to award a diploma once they meet the state requirements listed below.

Essential Course Requirements (Ed Code 51225.3)

Subject	Essential State Requirement
English	Three courses in English.
Mathematics	Two courses in mathematics. If our board requires more than two courses for graduation, the board may award up to one math credit under Education Code 51225.35.
Science	Two courses in science, including biological and physical sciences.
Social Studies	Three courses: U.S. history and geography, world history/culture/geography, one semester of American government and civics, and one semester of economics.
Arts / World Language / CTE	One course in visual or performing arts, world language, or career technical education.
Physical Education	Two years, subject to possible exemption under Education Code 51241.
Ethnic Studies	One semester, required starting in the 2029-30 school year.

Key Assurances

- Exempt from any additional local coursework requirements beyond this state list.
- Awards a diploma once a student completes these state requirements.
- Does not end a student's right to a free appropriate public education (FAPE) through age 22.
- Students may participate in graduation ceremonies and related activities with their peers.
- Receiving this diploma is not a change in placement the way a regular diploma is.

Coversheet

Homeless Policy - AB408

Section: IV. Consent Agenda
Item: I. Homeless Policy - AB408
Purpose:
Submitted by:
Related Material: I - HSHMC Education for Homeless - For Board Approval 8-19-2026.pdf

Education for Homeless Children Policy

(For Board Approval 8-19-2026)

Health Sciences High and Middle College (HSHMC) recognizes the importance of the proper identification of students experiencing homelessness, including Unaccompanied Homeless Youth, and of ensuring that each identified student has equal access to the same free, appropriate public education as other students. The school shall provide students experiencing homelessness with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

The Principal or designee shall review the school policy regarding Education for Homeless Children at least once every three years and recommend updates to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (Education Code 48851.3, 42 USC 11432)

I. Definition

The McKinney-Vento Act defines homeless children and youth as individuals who lack a fixed, regular, and adequate nighttime residence. This definition also includes:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason
- Children and youth who may be living in motels, hotels, trailer parks, shelters
- Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, or
- Migratory children who qualify as homeless because they are children who are living in similar circumstances listed above

Unaccompanied Homeless Youth are defined as a youth that is not in the custody of their parent or guardian and meet the definition of homelessness.

II. Homeless Liaison

The Principal shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting students experiencing homelessness to succeed in school, and as specified in Education Code 48851.3, 48851.5, and 48852.5 related to trainings for staff providing assistance to students experiencing homelessness. The duties of the liaison include ensuring that:

- Homeless children and youths are identified by school personnel through outreach and coordination activities with other entities and agencies.
- Homeless children and youths are enrolled in and have a full and equal opportunity to succeed, at this school.
- Homeless children, youths, and their families have access to and receive educational services for which they are eligible.
- Homeless children, youths, and their families receive referrals to services for health care, dental, mental health, substance abuse, housing, and other appropriate services.
- Public notice of the educational rights of homeless children and youths is disseminated in locations frequented by homeless parents, guardians, and unaccompanied youths in a manner and form understandable to them.
- Enrollment, school selection, and eligibility disputes are mediated according to the dispute resolution process.
- Homeless children, youths, and their families are provided with information on and assistance in accessing transportation.
- School personnel, including principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel, that provide services to homeless children, youths, and their families receive professional development and other support.
- Coordination occurs with state, community, and school personnel to provide education and related services to homeless children and youths.
- The school collects and provides to the State Coordinator reliable, valid, and comprehensive data regarding homeless education.

The Principal shall ensure that the liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the school web site.

III. Identification

The Principal shall ensure that the school identifies all students experiencing homelessness and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of students experiencing homelessness, the Principal shall annually provide and administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Principal shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the school as identified from the housing questionnaire described above. (Education Code 48851)

V. Immediate Enrollment and Dispute Resolution

- The school will immediately identify, enroll and serve homeless children and youth, regardless of documentation. Enrollment means attending classes and participating fully in school activities.
- If a dispute arises over eligibility, school selection, or enrollment in a school, the school must:
    - Immediately enroll the child or youth to the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
    - Provide written explanation to the parent, guardian, or unaccompanied youth of the school's decision, including the rights of the parent, guardian, or unaccompanied youth to appeal such decision.
    - Refer the youth, parent, or guardian to the liaison to carry out the dispute resolution as expeditiously as possible.
    - Ensure that an unaccompanied youth is immediately enrolled in school, pending resolution of the dispute. (42 U.S.C. Section 11432[g][3][E])

IV. Services

The school will ensure that placement decisions for students experiencing homelessness are based on the student's best interest as defined in law.

Each student experiencing homelessness will be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. This also includes extra-curricular activities and sports. (Education Code 48850; 42 USC 11432)

Students experiencing homelessness shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, students experiencing homelessness may be separated on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet their unique needs. (42 USC 11432, 11433)

The Principal will ensure that information and/or materials for students experiencing homelessness are provided in a manner and form understandable to the student's parents/guardians and to unaccompanied youths.

Coursework, Credits and Graduation Requirements –

- When a homeless student transfers into another LEA, the LEA shall:
    - Accept and issue full credit for any coursework that the student has satisfactory completed and shall not require the student to retake the course. (42 U.S.C. Section 11432[g][1][F][ii]; *EC* Section 51225.2)

        - Issue partial credit for any coursework when the student did not complete the entire course, and allow the student to take the uncompleted portion. (42 U.S.C. Section 11432[g][1][F][ii]; *EC* Section 51225.2)
- When a homeless student who has completed his/her second year of high school transfers to another high school, he/she shall be:
        - Exempt from that school-established graduation requirements, unless the school finds that the student is reasonably able to complete the requirements and graduate by the end of the fourth year. (*EC* Section 51225.1[a])
        - Notified by the school, along with educational rights' holder, within 30 calendar days, of the availability of the exemption and whether the student qualifies for it. (*EC* Section 51225.1[d][2])

Information about the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

The school shall coordinate with other agencies and entities to ensure that students experiencing homelessness are promptly identified, ensure that students experiencing homelessness have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness

V. Professional Development
At least annually, the liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of students experiencing homelessness. (Training may be available from CDE or SDCOE)

The homeless liaison shall:
- offer training at least annually related to
    - HSHMC's homeless education program policies.
    - recognizing signs that pupils are at-risk of or experiencing homelessness.
- offer the above training to certificated and classified employees providing services to pupils experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils
- inform the above certificated and classified employees of the availability of training and the services the liaison provides to aid in the identification of and provision of services to pupils at-risk of or experiencing homelessness.

VI. Accountability
At least annually, the Principal shall report to the Board on the identification of and outcomes for students experiencing homelessness. Based on the evaluation data, the school may revise its strategies as needed to more effectively identify and support the education of students experiencing homelessness.

Annually, the school shall report to CDE, in accordance with Education Code 51225.1, the number of students experiencing homelessness graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from school-established graduation requirements that are in addition to statewide coursework requirements.

Coversheet

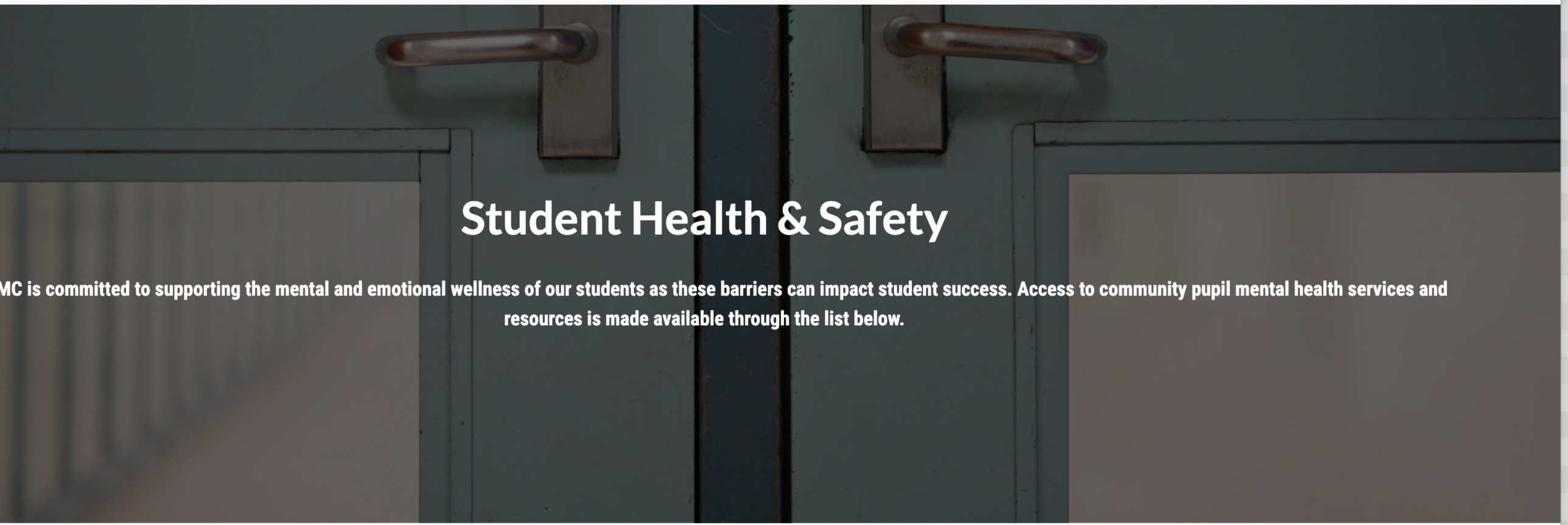
Human Trafficking Prevention

Section: IV. Consent Agenda
Item: J. Human Trafficking Prevention
Purpose:
Submitted by:
Related Material: J - Human Trafficking - Screen Shot 2026-08-03 at 4.43.52 PM.png

hshmc.org/student-health-safety/

School

marks POWERSCHOOL CALPADS - New AMAZON Clever | Homeroom CA DASHBOARD PowerSource Log in - CalSAAS NOVA: Invest & Pl...



Student Health & Safety

MC is committed to supporting the mental and emotional wellness of our students as these barriers can impact student success. Access to community pupil mental health services and resources is made available through the list below.

Mental Health Wellness

Synthetic Drug/Fentanyl Abuse

Coversheet

Immigration Enforcement Policy

Section: IV. Consent Agenda
Item: K. Immigration Enforcement Policy
Purpose:
Submitted by:
Related Material: K - Immigration Enforcement Policy - For Board Approval 8-19-2026.pdf

(For Board Approval 8/19/2026)

Responding to On-Campus Immigration Enforcement

As early as possible, Health Sciences High and Middle College School (HSHMC) personnel shall notify the school CEO or designee of any request by an immigration or law-enforcement officer seeking access to the school site or any student to conduct immigration enforcement, or any requests for review of school documents (including for the service of lawful subpoenas, petitions, complaints etc.).

In addition, if an officer appears on campus specifically for immigration-enforcement purposes, HSHMC personnel must take the following actions:

1. Advise the officer that before proceeding with the request, and absent exigent circumstances, school personnel must first receive notification and direction from the CEO;
2. Ask to see (and make a copy of or note) the officer's credentials (name and badge number), and ask for, and copy or note, the phone number of the officer's supervisor;
3. Ask the officer for her/his reason for being on school grounds and document it;
4. Ask the officer to produce any documentation that authorizes school access;
5. Make copies and retain a copy of all documents provided by the officer. Retain one copy for school records;
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, school personnel should comply with the officer's orders and immediately contact the CEO.

If the officer does not declare that exigent circumstances exist, school personnel shall respond to the requirements of the officer's documentation as follows. If the officer has:

- **An ICE (Immigration and Customs Enforcement) administrative warrant:** HSHMC personnel shall inform the officer that they cannot consent to any request without first consulting with the our school's legal counsel or other designated agency official;
- **A federal judicial warrant (search-and-seizure warrant or arrest warrant):** Prompt compliance with such a warrant is usually legally required. If feasible, consult with HSHMC's legal counsel or designated administrator before providing the officer/agent access to the person or materials specified in the warrant;
- **A subpoena for production of documents or other evidence:** Immediate compliance is not required. Therefore, the Charter School personnel shall inform the HSHMC's legal counsel or other designated official of the subpoena and await further instructions on how to proceed.

School personnel should not consent to access by an immigration-enforcement officer, except as described above. At the same time, personnel shall never physically impede an officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If the officer enters the premises without consent, personnel shall document his or her actions while on campus and if feasible, accompany them at all times.

After the encounter with the immigration officer, HSHMC personnel shall promptly take written notes of all interactions with the officer. The HSHMC personnel shall provide notes, and associated documents collected, of the interaction to the legal counsel or designated administrator. HSHMC's legal counsel or designated administrator shall submit a timely report to the governing board regarding the officer's requests and actions and school's response(s). The notes taken by personnel must include, but are not limited to:

1. List or copy of the officer's credentials and contact information;
2. List of all school personnel who communicated with the officer;
3. Details of the officer's request;
4. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
5. Charter School personnel's response to the officer's request;
6. Any further action taken by the officer/agent;
7. Photo or copy of all/any information presented by the agent.

Any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes will be reported to the Bureau of Children's Justice in the California Department of Justice at BCJ@doj.ca.gov

Parental Notification

Before a student can be interviewed or searched by any officer seeking to enforce civil immigration laws at HSHMC, school personnel must receive consent from the student's parent or guardian, unless the officer presents a valid, effective warrant signed by a judge or presents a valid, effective court order.

HSHMC personnel must immediately notify the student's parents or guardians if a law-enforcement officer or employee of an agency requests or gains access to a student for immigration-enforcement purposes unless that access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Training

HSHMC will establish training regarding immigration issues for teachers, school administrators, and school staff, including information on responding to a request from an officer enforcing immigration law to visit a school site or to have access to a student. HSHMC has designated an HR Director, Oscar Corrigan, to facilitate training programs for staff, help provide non-legal advice to families and assist in communications with HSHMC and other stakeholders in local and state government.

Coversheet

2026-2027 Independent Study Policy

Section: IV. Consent Agenda
Item: L. 2026-2027 Independent Study Policy
Purpose:
Submitted by:
Related Material: L - HSHMC _ Independent Study Policy For Board Approval (5).pdf

HSHMC Independent Study Policy

(For Board Approval 8/19/2026)

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

2026-2027 Parent and Family Engagement Policy

Section: IV. Consent Agenda
Item: M. 2026-2027 Parent and Family Engagement Policy
Purpose:
Submitted by:
Related Material:
M - Parent and Family Engagement Policy Board Approved 8-18-25 (2).pdf

Title I, Part A Single-School LEA
2026-2027 Parent and Family Engagement Policy

(For Board Approval 8/19/2026)

Health Sciences High and Middle College, with parents and family, have jointly developed, mutually agreed upon, and distributed to the parents of children a written parent and family engagement district-level policy requirements (ESSA Section 1116[a][2]) and school-level policy requirements (ESSA sections 1116[b] and [c]).

At the Back to School Night Parent and quarterly ELAC meetings the contributions made by parents to attain that success are discussed. Additionally, revisions to our policies are made during these meetings. Suggestions of how the parents could continue their successful involvement, and the programs and special features of a Title 1 School are discussed. The discussion of a parent's right to be involved in their child's education provided a good time for input on how parents can be involved. The first ELAC meeting of the year provides another opportunity for parents to discuss their involvement and the development of a policy. We have distributed the policy to parents of Title I students through the mail.

Describe how parents and family members are involved in the development of the Title I, Part A parent and family engagement policy (ESSA Section 1116[a][2]):

Parents and family members have a plethora of opportunities, both formal and informal, to share their thoughts and ideas related to parent and family engagement at HSHMC. Through surveys, weekly meetings with the principal, and the LCAP Community Engagement process information was gathered that informed the development of the Title 1, Part A parent and family engagement policy. The draft policy will be shared at the Annual Title 1 Parent Meeting and input will be used to finalize the policy.

Describe how parents and family members will be involved in the development of the LEA Plan and support and improvement plans under ESSA Section 1111(d)(1-2) (ESSA Section 1116[a][2][A]):

For a single school district the LEA Plan is integrated into the LCAP, the LCAP Federal Addendum and the Consolidated Application. The LCAP Community Engagement

process is used to involve parent and family members in these support and improvement plans.

Describe how the LEA provides the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the LEA in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, and how this may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education (ESSA Section 1116[a][2][B]):

As a single school district the site level and district level planning and family/community involvement activities are the same. HSHMC has a strong culture of family and community engagement, working in partnership with their college and health care community partners. Additional technical assistance that may be needed in this area is available from the County Office of Education or California Department of Education.

Describe how the LEA coordinates or integrates parent and family engagement strategies with other relevant federal, state, local laws, and programs (ESSA Section 1116[a[[2][C]):

Based on the plan developed through the LCAP process, HSHMC has identified strategic efforts that will utilize a variety of funding sources to implement our plans. Through the LCAP process, we have identified specific goals, with measurable outcomes that define our work and the allocation of our resources. The LCAP specifically incorporates LCFF funding and identified federal funds. Those funds not included are still utilized to carry out the identified goals and action steps as referenced in our LCAP.

Describe how the LEA will conduct, with meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this Policy on improving academic quality of all schools served under Title I, Part A (ESSA Section 1116[a][2][D]):

The LCAP incorporates specific metrics and accountability for growth related to all actions/priorities. The metrics relate to both academics and social emotional growth, along with metrics of family and student engagement. The California Schools Dashboard provides a public display of how an LEA is progressing in meeting the California State Priorities. The LCAP process and annual update provide an overview of the progress toward meeting the school's goals, and the Community Engagement process ensures that parents and families will be informed and included in any changes or revisions to how to best meet the long-term goals.

Describe how the LEA includes the following in the annual evaluation of the Title I, Part A parent and family engagement policy: identify barriers to greater participation by

parents in activities authorized by this section (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); identify the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and identify strategies to support successful school and family interactions (ESSA Section 1116[a][2][D][i-iii]):

HSHMC will maintain a welcoming, inclusive climate and culture that honors student voice and family perspectives through expanded student and parental involvement opportunities. School based groups, such as the Parent Leadership Team will ensure that meetings are well publicized and barriers to involvement are identified and removed. A variety of communication strategies are in place to reach out to parents, families and the community. Examples include methods that provide channels for two-way communication and feedback with all parents, including parents/families of unduplicated students and students with exceptional needs.

Staff and parents will be offered workshops on the value of parent/family engagement, and methods to authentically involve parents/families in academic and SEL decisions and activities that occur at HSHMC.

Describe how the LEA will use the findings of such evaluation ESSA Section 1116(a)(2)(D)(i-iii) to designed evidence based strategies for more effective parental involvement and to revise, if necessary, the parent and family engagement policy (ESSA Section 1116[a][2][E]):

HSHMC continues to grow the involvement of parents as participants in the parent leadership team and had over 40% of families participate in at least one activity during the prior school year. HSHMC plans to continue our efforts to ensure that parents engage in, and remain involved in, our efforts at HSHMC to create the best possible learning environment for all. Input, both formal and informal, will inform revisions to the family engagement program and policy as needed.

There will be continued development and revision to our year-long calendar of events that promote family involvement. Weekly bulletins, phone call reminders and communication through our website, continue to promote the multiple monthly events and opportunities made available to families.

Climate surveys will be conducted with input from the whole school, including family. Our data shows focused efforts need be placed on increasing parent and student participation in extracurricular activities to enhance their perceptions of feeling valued/welcomed.

Describe how the LEA involves parents in the activities of the schools served under Title I, Part A, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the LEA to adequately represent the needs of the population served by the LEA for the

purposes of developing, revising, and reviewing the parent and family engagement policy (ESSA Section 1116[a][2][F]):

HSHMC ensures that a wide variety of parents/families, that are representational of the school, are actively involved in all advisory/leadership groups by ensuring the meetings are well publicized and held at times convenient for parents, providing translation/interpreters as needed, and removing other barriers to attendance. Parents will be supported to participate by providing training in the work of the advisory groups. Meaningful involvement by parents and family members in the Leadership groups and in school events will be promoted by improving communication and offering topics of interest to parents.

Describe how parents and family members of participating children in Title I, Part A programs are involved in jointly developing, distributing to, a written school parent and family engagement policy, agreed upon by such parents for carrying out the requirements in ESSA Section 1116(c) through (f) (ESSA Section 1116[b][1]):

The HSHMC LCAP is written so that all constituents reading the document can easily identify those programs supported by Title 1. The LCAP includes a description of the actions and services focused on parent involvement. As part of that process the parent and Family Engagement draft will be shared and input gathered to determine if changes are needed. The policy and compact will be distributed with the documents in the Back to School packet,

Describe how parents and family members of participating children in Title I, Part A programs, may amend a parent and family engagement school policy that applies to all parents and family members, if necessary, to meet the requirements (ESSA Section 1116[b][2]):

As outlined above, that process is included in the LCAP Community Engagement Process.

Describe how the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, and how the LEA may amend that policy, if necessary to meet the requirements (ESSA Section 1116[b][3]):

As a single school charter, the school level and LEA level documents, and process, are the same.

Describe how parents and family members of children participating in Title I, Part A programs can, if they find that the plan under ESSA Section 1112 is not satisfactory to the parents and family members, and the LEA shall submit the parent comments with the plan when the LEA submits the plan to the State (ESSA Section 1116[b][4]):

Parents and family members can submit comments directly to the Principal or during the Parent Advisory Meeting. And those comments will be included when the plan is submitted to the state.

Describe how the school served by Title I, Part A funds holds an annual meeting, at a convenient time, to which all parents and family members of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under Title I, Part A and to explain the requirements and the rights of the parents to be involved (ESSA Section 1116[c][1]):

HSHMC will hold an annual meeting, to which all parents and family members of participating children shall be invited and encouraged to attend, to inform parents of HSHMC's participation under Title I, Part A and to explain the requirements and the rights of the parents to be involved. As a SWP program all parents will be invited.

Describe the steps that the school takes to offer a flexible number of meetings, such as meetings in the morning, afternoon, evening or other ways and may provide, with funds provided under Title I, Part A, for transportation, child care, or home visits, as such services relate to parental involvement (ESSA Section 1116[c][2]):

HSHMC offers a wide variety of meetings and opportunities for parents and families to meet and ask questions or provide feedback. Besides the Annual Meeting and the Parent Leadership Meetings, the Principal has office hours each week, and the school offers many events and activities that parents are welcomed at. Communication with parents occurs through the charter's website and through emails and phone calls. Outreach is available in multiple languages to encourage increased attendance.

Describe how parents and family members of participating children are involved, and in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under Title I, Part A, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of schoolwide program plan under ESSA Section 1114(b), except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children (ESSA Section 1116[c][3]):

HSHMC has a Parent Advisory Board that provides input on important decisions for the school, the LCAP, and WASC self-study. There has been a steady increase in the number of parents on the advisory board partially due to the option to attend online and/or hybrid meetings. Parent Advisory Board feedback is responded to in a timely manner and is acted upon. The LCAP Community Engagement process includes staff, parents/families, students and community members. The connectedness that results from looking across all areas and programs at HSHMC, through the eyes of all partners in the education of the students, is a powerful force in the perpetual cycle of improvement. The information and ideas that come out of this process provide the direction for building structures for improvement in areas of need across the charter.

Describe how the school is providing parents and family members of participating children of Title I, Part A programs: timely information about programs under Title I, Part A; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible (ESSA Section 1116[c][4][A-C])HSHMC

HSHMC plans to continue our efforts to ensure that parents engage in and remain involved in our efforts to improve student outcomes. There will be continued development and revision to our year-long calendar of events that promote family involvement. Weekly bulletins, phone call reminders and communication through our website, will promote the multiple monthly events and opportunities made available to families. Parents and family members will receive information about the courses and materials available to students, the opportunities for additional learning when needed, the assessments that are used to determine student progress, and the social/emotional supports available to them.

Describe how the schoolwide program plan, ESSA Section 1114(b) is not satisfactory to the parents of participating children in Title I, Part A programs, submitting any parent comments on the plan when the school makes the plan available to the LEA (ESSA Section 1116[c][5]):

Describe response here. NA

Health Science High and Middle College Title I, Part A School Parent and Family Engagement Policy was developed jointly and agreed on with parents and family members of children participating in Title I, Part A programs on, August 11, 2026. The School will distribute the policy to all parents and family members of participating Title I, Part A students annually on or before November 1, 2026.

Name and Title of Authorized Official

Dr. Dominique Smith, Principal

Signature of Authorized Official:

_____

Date: 08/19/2026

California Department of Education
May 2020

Coversheet

2026-2027 Parent-School Compact

Section: IV. Consent Agenda
Item: N. 2026-2027 Parent-School Compact
Purpose:
Submitted by:
Related Material: N - Parent-School Compact Board Approved 8-18-24.pdf

Health Sciences High and Middle College

Title I, Part A School-Parent Compact

(For Board Approval 8-19-2026)

Health Sciences High and Middle College, and the parents of the students participating in activities, services and programs funded by Title I, Part A, agree that the School-Parent Compact outlines how the parents, the entire school staff, and the students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership that will help children achieve the State high academic standards (ESSA Section 1116[d]).

Health Sciences High and Middle College, with parents and family, have jointly developed, mutually agreed upon, and distributed to the parents of children a written parent and family engagement district-level policy requirements (ESSA Section 1116[a][2]) and school-level policy requirements (ESSA sections 1116[b] and [c]).

At the Back to School Night Parent and quarterly ELAC meetings the contributions made by parents to attain that success are discussed. Additionally, revisions to our policies are made during these meetings. Suggestions of how the parents could continue their successful involvement, and the programs and special features of a Title 1 School are discussed. The discussion of a parent's right to be involved in their child's education provided a good time for input on how parents can be involved. The first ELAC meeting of the year provides another opportunity for parents to discuss their involvement and the development of a policy. We have distributed the policy to parents of Title I students through the mail.

It is the responsibility of HSHMC to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I, Part A to meet the challenging State academic standards, and the ways in which each parent will be responsible for supporting their children's learning; and participating, as appropriate, in decisions relating to the education of their children and positive use of extra-curricular time. The school, the parents and the students all work in partnership to achieve this.

HSHMC **Staff** agree to carry out the following responsibilities to the best of their ability:

- Provide assistance to parents, as appropriate, in understanding topics such as the challenging State academic standards, State and local academic assessments, how to monitor a child's progress, and how to work with educators to improve the achievement of the students. This assistance is provided through the Principal Office Hours, Parent Advisory Board, school website, and community forums based on parent interest. In addition, each family is assigned a staff mentee who is their single point of contact during the school year.
- Provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy);
- Educate teachers, specialized instructional support personnel, principals, and other staff, with the assistance of parents, in the value and utility of the contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;

- Coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs through the LCAP Community Partnership process which includes staff, parents, students, and community members in determining HSHMC priorities and actions to support those priorities;
- Ensure that information related to school and parent programs, meetings, and other activities is sent to the parents in a format and, to the extent practicable, in a language the parents can understand;
- Enforce rules equitably and engage students and parents in creating a positive learning environment. Respect the school, staff, students and families of HSHMC.
- Communicate high expectations for every student, and provide curriculum that is rigorous and relevant to students
- Do no harm

As a **Parent** at HSHMC I agree to carry out the following responsibilities to the best of my ability:

- Make sure my child attends school every day, on time, and completes all assignments.
- Monitor my child's progress in school.
- Make every effort to be involved and attend HSHMC events. Participate in advisory groups and opportunities for shared decision making on school priorities and activities.
- Support the school policies on attendance, discipline, the Code of Academic Integrity and Student Code of Conduct.
- Communicate with the school regarding any academic or behavioral concerns.
- Respect the school, staff, students and families of HSHMC.

As a **Student** at HSHMC I agree to carry out the following responsibilities to the best of my ability:

- Do no harm. Show respect for order, morality, personal honor and the rights of others as is demanded of good citizens. Respect the school, staff, students and families of HSHMC.
- Maintain 100% attendance. Be at school, on time, every day. If that is not possible make up the time by attending tutoring and office hours and/or complete an attendance contract as appropriate for missing work.
- Do your best in class and complete all assignments. Ask for help when needed and attend all intervention classes as assigned.
- Be courteous and interact with one another and with all adults in positive, respectful ways.
- Follow the principles and procedures in the Code of Academic Integrity.
- Follow the Student Code of Conduct and report any incidents of bullying or cyber-bullying to the school principal.

Describe how the importance of communication between teachers and parents on an ongoing basis through, at a minimum the following means (ESSA sections 1116[d][2][A-D]):

On-going two-way communication between teachers, students and parents is imperative to maximize the success of everyone (students, staff and parents) at HSHMC.

The school **staff** uses culturally sensitive strategies to create an environment where students, parents and staff are comfortable discussing the various aspects of the teaching/learning process and the progress of individual students. Families are assigned a staff mentee at the beginning of the year who is their point of contact for questions and concerns. The Parent Advisory Group provides input on the LCAP, the Title 1 program/policy/compact, and other important decisions at the school. The Parent Advisory Group meets regularly, and the membership is growing. Additional events are planned, such as

Health Sciences High and Middle College

Title I, Part A School-Parent Compact

(For Board Approval 8-19-2026)

Math night or Welcome Back events, to build connections and trust between students, parents and staff. Attendance calls and home visits are conducted to talk with parents when a student has an attendance issue.

HSHMC **parents** have a variety of methods to get information about the school and how their child is doing. Progress reports and report cards are sent on a regular basis. Parents have 24/7 access to monitor student progress through HSHMC's student information system web portal (PowerSchool). The HSHMC website is also a good resource to get answers to general questions. Parents can contact the teachers, the counselors or the administrators when support is needed. They can also reach out directly to their family mentor. A Principal's Weekly Bulletin provides information about what is happening at school each week and is sent home through email and an auto-dialer. The same information can be found on the school's website and through the PowerSchool Parent Portal. Parents can attend Parent Advisory Group meetings to talk with the principal. The principal also has an open door policy that allows parents to communicate anytime that is needed. Parent and community volunteers are always welcome. Translation is provided in several languages when needed, and on the website.

Student Voice is highly valued at HSHMC. Teachers are the first point of contact for students, but there are always other support staff, counselors or administrators available if students have immediate needs to communicate. Student surveys are done annually, and the results drive changes in the communication system if needed.

School Year: 2026-2027

Staff

Print name: _____

Signature: _____

Parent

Print name: _____

Signature: _____

Student

Print name: _____

Signature: _____*Title 1*

School Parent and Family Engagement Policy and Compact will be developed jointly with parents/family, and distributed annually to all families before November 1, 2026.

Coversheet

2026-2027 HSHMC Employee Handbook

Section: IV. Consent Agenda
Item: O. 2026-2027 HSHMC Employee Handbook
Purpose:
Submitted by:
Related Material: O - 2026-2027 Employee Handbook.docx

2026-2027
Employee Handbook

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Mission Statement - "Education is Our Business"

HSHMC, Inc. is where people want to be to learn about health and healthcare as part of a world-class education. HSHMC, Inc. is a home away from home, an open door, a place of rigor and academia where students earn a diploma that matters. We do what it takes, we do no harm, we do the impossible, we do it like a family, and we LOVE what we do!

Core Principles

Health & Healthcare:

- We learn and apply skills and knowledge through the lens of healthcare and health careers.
- We learn, practice, and promote the health of the community and its citizens.
- We learn and assume roles, responsibilities, and advances in promoting health.

Home Away from Home:

- Each student has access to personalized learning and is supported by qualified, caring educators, practitioners, and mentors.
- Each student learns in an intellectually challenging environment that is physically and emotionally safe.
- HSHMC, Inc. is a place where independence, responsibility, and accountability are fostered and respected.
- HSHMC, Inc. is a place where everyone and every identity belongs, has a role, contributes, feels safe, and is a respected member. As an academic community, we support and care for each other.

Diploma that Matters:

- Each student is challenged by a rigorous, well-balanced, standards-based curriculum.
- Each student is actively engaged in learning at school and within the broader community.
- Each student is prepared for success in college or further study and for employment in a fulfilling career.
- Graduates assume responsible and caring roles in their families and communities.
- Graduates will be known as people who take actions that positively impact their home, community, and world-at-large.
- Graduates will be sought by colleges, employers and community groups who recognize them for their knowledge, skills, and human compassion.
- HSHMC, Inc. is a place where learning goes beyond the walls of a classroom.

Respect for Self, Others and Environment:

- HSHMC, Inc. is a place where each individual is recognized and accepted for his/her/their uniqueness and beliefs.
- HSHMC, Inc. is a place where there is value in every voice, and everyone communicates honestly and respectfully.
- We seek to understand, respect, and celebrate the diversity around us.
- We affirm and respect all student identities, sexual orientations, genders (including those outside the gender binary), preferred names and student pronouns (she/her/hers, he/him/his, they/them/their).
- Staff and students may use restrooms and school facilities associated with their gender identity. All single stall restrooms in the school building will be marked as "All Gender Restrooms".
- We recognize that gender impacts all students and understand the value of interrupting binary notions of gender and heteronormative culture.
- We understand, seek, and accept active roles as important members of our pluralistic community.
- Each student and employee is responsible for his/her/their words and actions.
- We all conduct ourselves and treat others with dignity and respect.
- We care about and for the environments in which we live, learn, recreate, and work.

INTRODUCTION

This Handbook provides information about the personnel practices and procedures of HSHMC, Inc. We ask that you read and familiarize yourself with the policies in this Handbook. We encourage you to ask the school leaders any questions that you may have about your employment or this Handbook.

This Handbook is designed to familiarize you with HSHMC, Inc. general policy by highlighting its major policies, practices, and benefits. It is, however, not all-inclusive.

HSHMC reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time without prior notice. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Board of Directors and the affected employee. Any written changes to this Handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Handbook. The Handbook replaces all other earlier handbooks and supersedes all prior policies**,** practices, and procedures.

Some employees of HSHMC may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

HSHMC, Inc. reserves the right to make changes to this Handbook and to any employment policy, practice, work rule or benefit, at any time without prior notice.

The Handbook is property of HSHMC, Inc. Circulation of the Handbook outside HSHMC, Inc. requires the prior written approval by HSHMC, Inc. Enclosed is an Employee Acknowledgment form showing that you have received a copy of this Handbook for your personal use. Please complete and return the acknowledgment to the Director of Human Resources. Please do not hesitate to ask the school leaders about anything that is unclear to you.

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I. HSHMC, INC. STANDARDS

A. Equal Employment Opportunity Policy

HSHMC, Inc. is an equal opportunity employer and makes employment decisions on the basis of merit and/or business necessity. HSHMC, Inc.'s policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender (including gender identity and gender expression), sexual orientation, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, immigration/citizenship status (which includes undocumented individuals and human trafficking), military/veteran status, marital status, registered domestic partner status, pregnancy, age, medical condition, genetic characteristics or information, disability or any other protected status in accordance with all applicable federal, state and local laws. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. All discrimination based on these protected categories is unlawful and prohibited by HSHMC, Inc.

This policy extends to all aspects of HSHMC, Inc. employment practices, including but not limited to recruiting, hiring, terminating, promoting, transferring, training, compensation, benefits, leaves of absence and social and recreational programs and to all other terms and conditions of employment. HSHMC, Inc. policy also prohibits unlawful discrimination by any employee towards customers, vendors, contractors and persons working or visiting on HSHMC, Inc. premises.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, and to the extent required by the Americans With Disabilities Act, HSHMC, Inc. will make a reasonable accommodation for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship for HSHMC, Inc. would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact Director of Human Resources and request such an accommodation. The individual with the disability should specify what accommodation is required to perform the essential functions of the job.

HSHMC, Inc. will then engage in a timely, good faith interactive process with the applicant or employee to identify possible accommodations, if any, that will enable the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create an undue hardship on HSHMC, Inc. or create a safety threat, HSHMC, Inc. will make the accommodation.

If an employee believes that he/she has been treated in a manner not in accordance with these policies, please follow the complaint procedure outlined below. HSHMC, Inc. takes all complaints of discrimination seriously. Employees are encouraged to utilize this procedure without fear of reprisal.

B. Policy Against Unlawful Harassment

General

HSHMC, Inc. is committed to providing a work environment free of unlawful harassment. HSHMC, Inc. policy prohibits sexual harassment and harassment because of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking) or any other basis protected by federal, state or local law. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

HSHMC, Inc.'s anti-harassment policy applies to all persons involved in the operation of HSHMC, Inc. and prohibits unlawful harassment by any employee of HSHMC, Inc. including co-workers, supervisors and

managers, officers and the school leaders, as well as HSHMC, Inc.'s clients, vendors, suppliers, independent contractors, and others doing business with HSHMC Inc. HSHMC will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees.

Examples of Harassment: Prohibited unlawful harassment because of protected basis includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status, or mockery of an accent or a language or its speakers);
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to obtain or to avoid loss of employment benefits; and
- Retaliation for having reported or threatened to report harassment.

Sexually harassing conduct can be by a person of either the same or the opposite sex. If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

Health Sciences High & Middle College ("HSHMC") does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972, including in admission and employment. HSHMC has designated the following individual as its Title IX Coordinator:

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

To report information about conduct that may constitute sex discrimination under Title IX or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator. Inquiries about the application of Title IX may be referred to the Title IX Coordinator or to the Office for Civil Rights at the U.S. Department of Education, or both. HSHMC's Title IX Sex-Based Nondiscrimination Policy and Grievance Procedures are available on the school's website at: https://hshmc.org/title-ix/

C. Protection Against Retaliation

HSHMC, Inc. prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding or otherwise protected activity. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

If you believe you have been subjected to retaliation, please follow the complaint procedure outlined below.

D. Reporting Procedure – Discrimination, Unlawful Harassment, and Retaliation

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise.

If you believe that you have been subjected to any unlawful behavior, you should submit a complaint to your supervisor, the Director of Human Resources, or any other member of the management team as soon as possible after the incident. A member of the management who receives a complaint or who observes harassing conduct should immediately inform the Director of Human Resources, or School Leader as appropriate, so that an investigation may be initiated. Your complaint should include details of the incident or incidents, names of the individuals involved, and if applicable, names of any witnesses. HSHMC, Inc. will address all harassment complaints and promptly undertake a thorough, prompt and objective investigation of the harassment allegations through the use of qualified personnel and using methods that provide all parties with appropriate due process. HSHMC, Inc. will attempt to maintain confidentiality of the investigation to the extent possible; however, HSHMC, Inc. may determine that it is necessary to reveal information related to the claim in order to conduct a thorough and efficient investigation.

If HSHMC, Inc. determines that unlawful conduct or violation of applicable policies has occurred, effective remedial action will be taken in accordance with the circumstances involved.

Any employee that HSHMC, Inc. deems responsible for unlawful discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, up to and including termination of employment. Appropriate action will also be taken to deter future conduct.

HSHMC, Inc. encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Notification of problem to the appropriate person(s) within HSHMC, Inc. is essential to our ability to address and resolve the situation. It is the employee's responsibility to bring concerns and/or problems to our attention so HSHMC, Inc. can take appropriate action.

HSHMC, Inc. will not retaliate against and will not tolerate retaliation against any person for filing a complaint, reporting, threatening to report, opposing or participating in an investigation regarding alleged harassment, discrimination, safety violations or any other allegedly unlawful conduct by HSHMC, Inc. or any of its employees, independent contractors, vendors or customers.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing ("DFEH") or the Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in school policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or online.

E. Employment At Will

The Handbook is not a contract guaranteeing employment for any specific duration. Nothing in this Handbook creates, nor is intended to create, a promise or representation of continued employment for you. **Your employment with HSHMC, Inc. is at all times "at will,"** which means that either you or HSHMC, Inc. may terminate this relationship at any time, for any or no reason, without cause or notice.

Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit HSHMC, Inc.'s right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. No manager, supervisor, or employee of HSHMC, Inc. has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be approved by the Board of Directors and signed by the CEO and the employee.

F. Open Door Policy

We are always looking for ways to make HSHMC, Inc. a better place to work. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any management

representative with whom they feel comfortable. HSHMC, Inc. believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although HSHMC, Inc. cannot guarantee that in each instance the employee will be satisfied with the result, HSHMC, Inc. will attempt in each instance to explain the result to the employee if the employee is not satisfied.

HSHMC, Inc. will attempt in each instance to keep all such concerns, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

HSHMC, Inc. believes an open-door policy is the best way to ensure effective communication among all employees. Open communication requires mutual respect among individuals regardless of their position and HSHMC, Inc. requires all employees to treat each other with respect.

G Personnel Information

HSHMC, Inc. must always have a current address and telephone number for each employee, as well as information regarding the person to be contacted in case of an emergency. You are responsible for advising the Director of Human Resources and your supervisor of any changes to any of the following:

- Your name (whether by marriage or otherwise).
- Your home address and telephone number.
- Who to inform in case of an emergency, including names and home and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Completion of education.
- Change of beneficiary on group life insurance.

H. Personnel Files

Personnel files are the property of HSHMC, Inc. and may not be removed from HSHMC, Inc. premises without written authorization from the Director of Human Resources. Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file and only in the presence of an Administrator.

You also have the right to inspect and copy certain HSHMC, Inc. payroll records regarding your compensation, and deductions from your compensation, upon reasonable request to HSHMC, Inc. Employees wishing to review or copy payroll records should notify the Director of Human Resources.

I. Job Duties

An employee's job duties are subject to change at HSHMC, Inc. sole discretion. Employees may be required to perform duties additional to or different than those they regularly perform, and are expected to follow the instructions of their supervisor and be flexible to meet the changing business needs of HSHMC, Inc. Ask your supervisor or the Director of Human Resources if you have any questions.

J. Performance Reviews

HSHMC, Inc. may provide a written performance evaluation of its employees for their development and performance. The purpose of the review is to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review.

Such evaluations neither create, nor are intended to create, a promise or representation of continued

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employment or compensation level at HSHMC, Inc. Positive performance reviews will not necessarily result in wage increases. Rather, wage adjustments may be made at any time at the sole discretion of HSHMC, Inc. and depend on a number of factors, including performance, length of service, budget availability, and comparable salaries in other organizations.

HSHMC, Inc.'s provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit HSHMC's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by HSHMC, Inc. to evaluate the employee will not prevent HSHMC, Inc. from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and HSHMC, Inc. Accordingly, either the employee or HSHMC, Inc. can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

K. Arbitration Agreement

HSHMC, Inc. requires its employees, as a term and condition of their employment, to sign an arbitration agreement with HSHMC, Inc. The Arbitration Agreement will be presented with your employment contract. Please complete and return the Agreement to the Director of Human Resources.

L. Non-Disclosure/Confidentiality

The protection of confidential, proprietary, and trade secret information is essential both for HSHMC, Inc. and its employees' future security. In the course of your work, you may have access to confidential and proprietary information regarding HSHMC, Inc., its affiliates, clients and perhaps even fellow employees. Confidential information includes, but is not limited to, all parent, guardian, and student information, parent/guardian and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance.

HSHMC, Inc. devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of HSHMC, Inc. you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by HSHMC, Inc. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of HSHMC, Inc., either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to HSHMC, Inc. during extended leaves of absence or upon termination of employment.

To protect such information, you may not disclose any trade secrets, confidential, or proprietary information at work except as necessary to perform your duties. You may not under any circumstances reveal this information outside HSHMC, Inc. without prior approval by the CEO.

Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained. HSHMC, Inc. prohibits audio or video recordings in the workplace, during working hours, without authorization of HSHMC, Inc. due to privacy and confidentiality concerns and protections.

Although some written and electronic materials owned by HSHMC, Inc. may be considered to be public records, employees must refer any person seeking HSHMC, Inc. records or information to the Director of Human Resources for handling.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

II. RECRUITMENT

A. Criminal Background Check

It is the policy of HSHMC, Inc. to require fingerprinting and background checks for its employees consistent with legal requirements.

Applicants for employment convicted of a criminal violation after they have applied should contact the Director of Human Resources within five days of the conviction. Individuals who have begun employment with HSHMC, Inc. must notify the Director of Human Resources within five days of the conviction. Failure to report a conviction is grounds for discipline up to and including termination of employment or non-selection of an applicant.

B. Certification

HSHMC, Inc.'s teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law. Teachers of non-core subjects may not be required to comply with this policy.

C. Tuberculosis Testing

No person shall be employed by HSHMC, Inc. unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with HSHMC, Inc. a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. HSHMC, Inc. shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

D. Vaccination Against Infectious Disease

Vaccination from infectious diseases (such as COVID-19), may be required (with limited exceptions) upon hire. In addition, the Board of Directors may require additional "Booster" shots throughout employment at HSHMC.

E. Immigration Compliance

HSHMC, Inc. is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

F. Volunteers

Volunteers make an important contribution to the success of HSHMC, Inc.

The Director of Human Resources and/or the Principal shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

To be considered a volunteer, an individual must offer their services freely and not be employed by HSHMC, Inc. doing the same or similar work. Similar work is defined as work closely related or identical to the work for which the individual is compensated. The Principal is responsible for the approval of volunteer assignments. Reoccurring volunteers must fill out a volunteer packet available from the Director of Human Resources and may be subject to the live scan background check. Parents/guardians may volunteer for individual supervised events without the aforementioned volunteer packet.

G. Orientation

The Director of Human Resources is responsible for providing each new staff member with the necessary on-the job orientation. Trainings such as Bloodborne Pathogens, Accommodations/Modifications, Child Abuse/Mandatory Reporting, Anti-Harassment, Suicide Prevention, School Safety, Workplace Violence Prevention, Title IX training, and Disaster Preparedness will be covered once (or as required) each school year.

H. End of Year Procedure

Instructional and non-instructional staff will complete items on an end-of-year checklist. Examples of such procedures include turning in keys, preparing classrooms for summer cleaning, and finalizing student files.

III. HOURS and PAY

A. General

HSHMC, Inc. rules and regulations regarding work hours, timekeeping and overtime compensation are summarized below.

B. Employment Categories

Your employment classification determines whether or not you are “exempt” or “non-exempt” from certain federal and state wage and hour laws, as well as the employment benefits for which you are eligible.

You are either exempt or non-exempt, as follows:

Exempt Employee: Exempt Employees are not subject to the overtime pay requirements of the Fair Labor Standards Act or applicable California law.

Non-Exempt Employee: Non-exempt Employees are all employees other than Exempt Employees and are eligible for overtime pay.

In addition, you also belong to one of the following employment categories, which may determine whether or not you are entitled to certain employment benefits:

Full-Time Employee: You are designated as a Full-Time Employee if you are regularly scheduled to work at least thirty (30) hours per week for a period of indefinite duration. All full-time employees shall be eligible to receive all HSHMC, Inc. sponsored benefits, which may change from time to time.

Part-Time Employee: You are designated a Part-Time Employee if you are regularly scheduled to work less than thirty (30) hours per week for a period of indefinite duration. Part-time employees are generally not eligible for any employer-sponsored benefits, unless they regularly

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work more than forty (40) hours per week, or where mandated by law.

Temporary Employee: You are designated a Temporary Employee when you are hired to work for a limited period of time. Temporary employees do not become regular employees as a result of the passage of time. Temporary employees are generally not eligible for any employer-sponsored benefits, except where mandated by applicable law.

C. Work Hours

HSHMC, Inc.'s standard seven-day workweek begins at 12:01 a.m. Monday and ends at 12:00 a.m. (midnight) the following Sunday. The standard workday is from 12:01 a.m. to 12:00 a.m. (midnight) the following day. Your supervisor will tell you what hours you will be expected to be at work for your specific work schedule. Depending on the needs of HSHMC, Inc., HSHMC, Inc. may require that you work overtime or hours other than those normally scheduled when necessary.

D. Time Records/Cards

All employees are required to submit time records by the date set by their immediate supervisors in order to ensure that they are paid for all hours worked.

For payroll purposes, all non-exempt employees are required to record time worked on a time card, as well as time off taken for sick and other types of leave. An employee must record his or her own start time and at the end of each work period, including before and after the lunch break. Employees must also record time whenever he or she leaves the premises for any other reason than HSHMC, Inc. business. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

By your signature on your time record, you are affirming that all work periods and meal periods indicated on your time record are correct and that you have been given the opportunity and were expected to take your paid rest breaks. HSHMC, Inc.'s policy requires prompt and accurate correction of any improper payroll deduction or other error in an employee's paycheck. Should you discover an error on your time record or paycheck, you are expected to immediately report this situation in writing to the Director of Human Resources or to your supervisor so that it may be promptly corrected. Your supervisor or payroll must initial all corrections.

Filling out another employee's time record, allowing another employee to fill out your time record, or altering a time record, is considered a falsification of school documents and is grounds for disciplinary action, up to and including termination. In addition, employees are prohibited from doing any of the following:

- Recording hours worked inaccurately.
- Working "off the clock."
- Failing to record all hours worked.
- Falsification of any time record.
- Leaving school during the day without signing out and in.

Violations of this policy may result in disciplinary action, up to and including termination.

E. Meal and Rest Periods

State law and HSHMC, Inc. policy provide for meal and rest periods. HSHMC, Inc. encourages you take every meal and rest period to which you are entitled. By your signature on your time record, you are affirming that all work periods and meal periods indicated on your time record are correct and that you have been given the opportunity to take your paid rest breaks. Should you discover an error on your time record, or if you were not scheduled for or prevented from taking any meal period or rest break to which you were entitled, you are expected to immediately report this situation in writing to payroll or to your supervisor so that it may be promptly addressed.

Meal Periods

HSHMC, Inc. provides a one-half (½) hour meal break for its non-exempt employees who work five

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(5) or more hours in a day.

Non-exempt employees who work this amount of time are permitted to take at least a one-half (½) hour lunch break, unless the work period is no more than six (6) hours and the meal period is waived in writing by mutual agreement.

Non-exempt employees working in excess of ten (10) hours in a day will be permitted to take a second one-half (½) hour unpaid meal period, unless waived in writing by mutual agreement. Non-exempt employees working in excess of 12 hours are not permitted to waive the second meal period.

You must commence the meal period before you complete your fifth hour of work. Thus, if you begin working at 8:30 a.m., for example, you must take your meal period prior to 1:30 p.m. A second meal period of not less than 30 minutes is also required whenever a non-exempt employee works more than 10 hours in a workday.

Rest Periods

In addition, non-exempt employees are provided a ten (10) minute rest break for more than every four (4) hours worked or major fraction thereof. For example, if a non-exempt employee works for six (6) hours, the employee is authorized and permitted to take two (2) separate ten (10) minute rest periods in addition to their meal period. HSHMC, Inc. will generally not authorize a rest period for an employee whose daily work time is less than two hours.

Insofar as practicable, rest periods should be taken in the middle of each work period. Rest periods may not be accumulated, added to lunch breaks, or used to leave work early. Employees are relieved of all duty during their rest periods.

Rest periods are counted as hours worked and, thus, employees are not required to record their rest periods on their time cards.

F. Lactation Breaks

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

HSHMC, Inc. will also make a reasonable effort to provide the employee with the use of a room, or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor or to the Director of Human Resources if they are requesting additional time to express breast milk under this policy.

G. Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be asked to work overtime. Employees will be required to work overtime when requested. When possible, advance notification of these assignments will be provided.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. All non-exempt employees who work more than eight (8) hours in one workday or more than forty (40) hours in one workweek will receive overtime pay computed at a rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime will be paid to non-exempt employees at a rate of double the employee's regular rate of pay for all hours worked in excess of 12 hours in one workday. HSHMC, Inc. does not permit employees to take time off in lieu of receiving overtime pay.

You must receive prior written authorization from your direct supervisor before working overtime. Overtime worked without prior authorization may result in disciplinary action, up to and including possible termination of employment.

H. Payroll

HSHMC, Inc. offers convenient electronic transfer and employees are strongly encouraged to use this option. If an employee elects the electronic transfer option, it will remain in effect until you notify HSHMC, Inc. in writing to terminate your authorization or replace it with a substitute authorization and HSHMC, Inc. and the designated bank(s) have sufficient time to act on it. Otherwise, checks and itemized wage statements will be mailed to the employee's current address on record, or picked up upon employee's request. It is the responsibility of the employee to inform their supervisor or the Director of Human Resources of any change to their address.

If your paycheck or itemized wage statement has an error, contact your supervisor or the Director of Human Resources immediately to discuss and correct it. It is your responsibility to report any inaccuracy on your paycheck or wage statement. HSHMC, Inc. will endeavor to correct all errors as soon as reasonably possible.

Lost checks should be reported to the Director of Human Resources immediately.

I. Expense Reimbursement

Expenses incurred in connection with HSHMC, Inc. business will be reimbursed as set forth herein. Claims for reimbursement must be submitted on the Expense Reimbursement form, which is available from your supervisor. Expenses must be claimed within 90 days of the occurrence or they will not be reimbursed. When the expense involves travel, specific requirements include: airfare exceeding $500 must be approved in advance, hotels exceeding $200 per night must be approved in advance, and reservations must be made at least 21 days in advance of travel or an exception must be approved.

Expense reports must (1) be prepared monthly, (2) contain the reimbursable expenses incurred during the prior 30-day period along with supporting documentation (e.g. receipts for meals, mileage reports, etc.), (3) be signed by the employee, (4) be submitted to your supervisor, and (5) be approved by your supervisor.

Compensation for travel to professional development outside of contracted hours will be provided as a set stipend. For conferences or other professional development activities that occur on the weekend, staff will be compensated a flat rate of $300 per day while participating in the event (this excludes travel days). If travel needs to occur on a non-contracted day, staff will receive a travel stipend of $100. All trainings and conferences need to be pre-approved and documented in Paycom at the time of approval.

There are times where staff will be traveling with students for overnight events outside of their normal school duties. For these situations, staff will receive an additional stipend as follows:

- 0-5 students per staff= additional $100 per day
- 6-25 students per staff= additional $150 per day

All administrators and managers are exempt from the above stipends as travel is built into annual contracts.

J. Forgivable Tuition Loan Program

Policy: To provide employees with professional development opportunities to increase the effectiveness of their present positions and to obtain skills, knowledge and abilities this may improve their opportunities for advancement within HSHMC.

Purpose*:* Professional development and continuous learning are necessary to maintain the quality of the HSHMC staff and their ability to contribute effectively to the mission and goals of HSHMC, Inc..

Scope: All employees with regular full-time status are covered by the scope of this policy and its guidelines.

Background: The continued learning and development of an employee is vital to the success of HSHMC, Inc.. Providing professional development opportunities to the HSHMC employees is an investment in our employees' career and HSHMC, Inc.'s future.

Eligibility: Eligibility will be determined by the members of the Administrative team at HSHMC and must meet the below criterion:

a) Eligible professional development can be obtained through baccalaureate and graduate level courses that must be taken for academic credit through accredited colleges and universities. Courses leading to certification must be taken a school or through an organization that is authorized by the certifying authority to provide such educational programs.
b) Sample eligible programs: The following table categorizes the five types of programs covered under the Tuition Reimbursement policy and includes sample recommended job-related certifications and programs.

Levels	Programs and Certifications	Approved cost
Level 1	Athletic Coach Certification Sport License/Certification	All Employee Documents and expenses (eg. Course costs, certification tests)
Level 2	State approved teacher credentialing programs State approved subject matter preparation programs BTSA Induction Program CTE Credential program CLAD Certification National Board Certification Undergrad/Grad academic courses not leading to a degree program Testing/programs to support a credential in a new subject Other programs as determined	**Included, but not limited to:** Tuition, books, and additional professional development required within program. **Excluded:** Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments
Level 3	Administrative Services Credential College counseling certification/license Behavioral intervention specialist certification Project manager certification IT certification Other programs as determined	**Included, but not limited to:** Tuition, books, and additional professional development required within program. **Excluded:** Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments
Level 4	Job related Master's Degree	**Included, but not limited to:** Tuition, books, and additional professional development required within program. **Excluded:** Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments
Level 5	Job related Doctoral Degree	**Included, but not limited to:** Tuition, books, and additional professional development required within program. **Excluded:** Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments

Undergraduate and graduate level academic courses taken as a part of a career development program in Level 1 and 2 should provide an employee with skills, knowledge and development plans. For undergraduate, graduate, university extension, university continuing education, and audited courses, tuition, and eligible fees may be approved for full amount of reimbursement per fiscal year.

Programs leading to professional certification, eg., certifications in Level-2 and -3, must be in a specific job-

related field of professional discipline, and should provide the participating employee with skills, knowledge and competencies applicable to their current position. For participation in such programs, employees may be approved for reimbursement of tuition and eligible fees up to the maximum established upon approval.

Job-related graduate level academic programs in Level 4 and 5, up to and including those leading to a doctoral degree, must provide an employee with skills, knowledge, and competencies that are specifically applicable to their current/future position classification and enhance their performance in that job. For participation in such graduate level courses at an accredited university, tuition and eligible feed may be approved for reimbursement up to a maximum established upon approval for a Master's Program and Doctoral Program, per year.

Tuition Loan and Payment

HSHMC is providing you an interest free "forgivable" loan. This is a forgivable loan program in that you will not be required to pay it back if you meet the terms specified in the paragraph below. Generally, if you complete your program of study and remain a HSHMC employee for 3 academic years your loan will be completely forgiven. However, should you not meet the terms specified in the paragraph below, HSHMC, at its full discretion, reserves the right to recover all or part of the tuition costs it advances on your behalf.

Employees who voluntarily terminate employment, or are terminated for cause within twenty-four (24) months of completion or withdrawal from an approved undergraduate or graduate degree program must repay 100% of their tuition reimbursement. Employees who voluntarily terminate employment, or are terminated for cause after two (2) years but less than three (3) years from completion or withdrawal from an approved undergraduate or graduate program must repay 50% of their tuition reimbursement. HSHMC has the right to actively pursue repayment, including all legal remedies and collection agency resources.

Repayment terms would involve an initial payment of 30% of the total amount due. The remaining balance would be divided into monthly payments, spread out over 6-9 months.

Repayment will be waived if the employee is prevented from satisfactorily completing the courses due to extended illness as confirmed with a licensed physician, the employee leaves as a result of reduction of force or layoff, or work requirements necessitate withdrawal from a course, as confirmed by their department head/division leader. Employee must provide and submit evidence from the instructor that their work in the course was satisfactory at the time of forced withdrawal.

Employees are not eligible for reimbursement for exam fees or credentialing applications.

Requesting Funds

Applications from employees who wish to utilize the Forgivable Tuition Loan will be accepted during current and following academic calendar year. To apply for Forgivable Tuition Loan, an employee should complete the following documents and submit to the Director of Human Resources:

1) Forgivable Tuition Loan Application
2) Copy of receipt/expenditure for tuition
3) Copy of verification of enrollment

Failure to provide documentation can result in discontinuation of future tuition and/or disapproval of reimbursement.

The maximum amount for tuition reimbursement is $10,000 per semester / $65,000 total. Expenses beyond the maximum amounts will be the responsibility of the employee.

K. School Bus Drivers

Each driver must meet and maintain requirements set forth by the State of California and HSHMC, Inc. These requirements include, but are not limited to: passing pre-employment drug testing and random drug and alcohol testing thereafter, fingerprint clearance by DOJ and CHP, school bus certificate issued by DMV, and a class A or B license with a Passenger Endorsement issued by DMV.

L. CIF Athletics Coaching Stipend

Each CIF athletic team will receive a coaching stipend. The Athletic Director will divide the stipend among the coach or coaches as deemed appropriate. Please see coaching contract for more information.

IV. BENEFITS AND SERVICES

A. Holiday Schedule

HSHMC, Inc. observes thirteen holidays which are unpaid and not part of the employee contract. (See school calendar for holidays)

B. Sick Time

HSHMC, Inc. enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance to provide paid sick leave ("PSL") to eligible employees.

Eligible Employees

All employees (including part-time and temporary) who work for HSHMC, Inc. more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap set forth in this policy.

Permitted Use

Eligible employees may use their accrued PSL to take time off for the following reasons:

- for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member;
- when the employee is physically or mentally unable to perform his or her duties due to the employee's illness, injury, or a medical condition;
- for other medical reasons of the employee, such as pregnancy or obtaining a physical examination;
- to provide care or assistance to a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical treatment;
- for the use of "safe time" (as defined by applicable law) and for reasons related to domestic violence, stalking, or sexual assault;
- when the employee's worksite is closed by order of a public official due to a public health emergency; and
- when the employee is providing care or assistance to a child whose school or child care provider is closed by order of a public official due to a public health emergency.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as a child or parent of the employee's spouse. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

Accrual Rate, Maximum, and Carryover

- **Full time employees** accrue 4 hours of PSL for every 40 hours worked
- **Part time employees** accrue 1 hour of PSL for every 30 hours worked.

PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

Limits on Use

Each school year, employees may only use a maximum of 40 hours of their previously accrued PSL, in addition to their PSL for the current year.

PSL may be taken in minimum increments of one hour. If an employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

Termination

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

HSHMC, Inc. prohibits discrimination or retaliation against employees for using their PSL.

C. Vacation Time

Each year employees of the Preschool will be eligible for 10 days (80 hours) of vacation time. The minimum increment of usage is 1 day (8 hours). Vacation requests must be approved by the Director of the Preschool and the Director of Human Resources to ensure that adequate staffing is available. Vacation requests may be denied. Unused Vacation Time rolls over each year at a maximum of 15 days (120 hours).

D. Health Care Coverage

HSHMC, Inc. offers a competitive benefits package to all eligible employees. Benefit package includes: health, dental, vision, employee assistant program, life insurance, long term disability, and retirement plan (optional).

HSHMC, Inc.'s Employee Assistance Program (EAP) provides evaluation and crisis intervention for employees, their eligible dependents, and anyone who resides in the employee's household. Confidential services provided by licensed professional counselors include brief counseling for issues such as substance abuse, relationship issues, budgeting and financing problems, stress management, parenting concerns, legal issues, will preparation, and web access to legal information and documents.

All full-time employees are eligible to receive the benefit package. The minimum threshold to receive benefits is thirty-two hours per week. The benefit package is effective the first day of the month following the employment start date. All benefits will remain active during the months of July and August if the employee has been offered and accepted (by signature) an employment contract for the upcoming school year.

Employees are covered at 100% of the premium costs. Eligible spouses, domestic partners, and dependents of the employee are covered at 75% of the premium costs.

The relevant plan documents ultimately govern all aspects of the employee’s eligibility for and participation in the plan.

E. COBRA Continuation

If your employment terminates, or for some other reason you or your dependent becomes ineligible for paid coverage, you may be eligible to continue group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). If eligible, you can extend coverage for a specified amount of time by paying the premiums yourself, if no other health insurance is available to you. Contact the Director of Human Resources regarding eligibility requirements and further information concerning COBRA continuation coverage.

HSHMC, Inc. will provide you and your qualified beneficiaries with notice of your rights under COBRA upon

a COBRA qualifying event and as otherwise required by law.

F. California State Disability Insurance

Under the California Unemployment Insurance Code, State Disability Insurance ("SDI") benefits are payable when you are disabled from work because of non-occupational illness or injury. If you are eligible for SDI, you must complete a claim form, which you can get from your doctor's office. You pay for this insurance through payroll deductions. This program is administered by the State of California's Employment Development Department ("EDD").

G. Family Temporary Disability Insurance Act (California Employees)

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child. The PFL program does not provide job protection or reinstatement rights.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the EDD.

H. Workers' Compensation Insurance / Injury Reporting Procedure

If you are injured on the job or become ill as a result of work, you may be eligible to receive Workers' Compensation insurance benefits. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries.

The cost of this insurance is paid completely by HSHMC, Inc.

All employees are required to report any work-related injury or illness, no matter how small, to their immediate supervisor as soon as practically possible but not longer than eight (8) hours after the occurrence of the injury or illness. The supervisor will supply, and the employee shall help the supervisor complete, OSHA Form 301, "Injury and Illness Incident Report." In addition, the supervisor will supply and the employee shall complete the employee portion of "Employee's Claim for Workers' Compensation Benefits."

If you have any questions regarding the workers' compensation insurance program, contact the Director of Human Resources.

I. Unemployment Compensation (California Employees)

As an employee in the state of California, you are covered by the Unemployment Compensation Insurance Program. The EDD decides your eligibility. If you have questions about unemployment insurance, you should call the nearest EDD office.

J. Social Security and CalSTRS

Under federal law, employees who don't pay into CalSTRS are covered by Social Security. HSHMC, Inc. deducts your share of the Social Security tax (FICA) from your paycheck. HSHMC, Inc. also contributes on your behalf an amount determined by law. Both your contribution and HSHMC, Inc. contribution are paid to the federal government.

You should contact the Social Security Administration [www.SSA.gov] to obtain details regarding your benefits and credits under the program.

Employees who contribute to CalSTRS are exempt from paying FICA. CalSTRS reporting will be made through the district according to established guidelines from the State Teachers Retirement System. The employee

will make regular contributions and the employer will make matching contributions at the established rate set by CALSTRS. You should visit www.calstrs.com for further information in regards to your CalSTRS contributions.

V. LEAVE OF ABSENCE POLICIES

A. Discretionary Personal Leaves of Absence

HSHMC, Inc., in its sole discretion, may allow an employee to take a personal leave of absence for up to a maximum of ten (10) days per year. The decision to allow for any additional days of leave is at the sole discretion of HSHMC, Inc. Employees granted a personal leave of absence have no right to guaranteed reinstatement.

Every employee should consult with the Director of Human Resources before taking a personal leave of absence to ensure he/she is aware of his/her obligations while on leave, including, but not limited to, periodic reporting, wage discrepancies, and verification obligations. Failure to comply may substantially affect an employee's ability to return to work under this policy.

Employees do not continue to accrue vacation, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence. Unless otherwise required by law, HSHMC, Inc. does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

An employee's failure to report to work as scheduled following a personal leave of absence will generally be considered a voluntary termination of employment.

B. Pregnancy Disability Leave

HSHMC, Inc. provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical condition.

Any employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the Director of Human Resources to discuss the following conditions:

Employees who need to take pregnancy disability must inform HSHMC, Inc. when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the Director of Human Resources regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of HSHMC, Inc. Any such scheduling is subject to the approval of your health care provider. If 30 days' advance notice is not possible, notice must be given as soon as practicable.

HSHMC, Inc. will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, HSHMC, Inc. may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

If the employee's healthcare provider certifies a transfer to lighter duty, HSHMC, Inc. will attempt to provide light duty if possible.

Procedure for Requesting Pregnancy Disability Leave

Pregnancy disability leave usually begins when ordered by the employee's physician. The employee must provide HSHMC, Inc. with a certification from a health care provider. The certification indicating disability should contain:

(1) The date on which the employee became disabled due to pregnancy;

(2) The probable duration of the period or periods of disability; and

(3) (if applicable) a statement that, due to the disability, the employee is unable to perform one or more of the essential work functions without undue risk to self, the successful completion of the pregnancy, or to otherpersons.

Effect on Pay

An employee will be allowed to use accrued PSL (if otherwise eligible to take the time) during a pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and HSHMC, Inc. may mutually agree to supplement such benefit payments with available sick leave. Except to the extent that PSL is substituted for pregnancy disability leave, the pregnancy disability leave will be unpaid.

The use of PSL for pregnancy disability leave does not extend the total duration of the leave to which the employee is entitled.

Leave's Effect on Benefits

During an employee's pregnancy disability leave, for up to a maximum of four (4) months, HSHMC, Inc. will continue to pay for the employee's participation in HSHMC, Inc. group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Benefit accrual, such as sick leave, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment.

Duration

Duration of the leave will be determined by the advice of the employee's physician, but eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Part-time employees are entitled to leave on a pro rata basis. The three (3) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) week.

Reinstatement after Pregnancy Disability Leave

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide HSHMC, Inc. with at least one week's advance notice of the date she intends to return to work.

C. Reproductive Loss Leave

Employees may take up to 5 days of job-protected leave for individuals who suffer from reproductive loss events, including miscarriage, a failed adoption, or an unsuccessful reproductive technology procedure. The leave must be completed within three months of the reproductive loss. A maximum of 20 days in a 12-month period may be taken. Employees may use accrued PSL. Otherwise, the time off is unpaid.

D. Leave and Accommodation for Victims of Domestic Violence, Sexual Assault, and Stalking

All employees have the right to take time off from work to get help to protect themselves and their children's health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Employees have the right to ask HSHMC, Inc. for help or changes in their workplace to make sure they are safe at work. HSHMC, Inc. will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. HSHMC, Inc. may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. HSHMC, Inc. will maintain confidentiality regarding any requests for accommodations under this policy.

HSHMC, Inc. is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked HSHMC, Inc. for help or changes in the workplace to ensure safety at work.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 619-220-5451 or visit a local office by finding the nearest one on website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

E. Leave for Crime Victims and Their Families

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued PSL, but this is not required.

F. Organ / Bone Marrow Donation Leave

Employees who choose to donate an organ or bone marrow may be eligible for paid leave. The employee shall provide written verification to HSHMC, Inc. that he or she is planning to be an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Duration

A maximum of 30 business days for organ donation and up to five business days for bone marrow donation is allowed during any one (1)-year period. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

Effect on Pay and Benefits

Employees who have PSL available to them must take up to five (5) days of this earned but unused time for a bone marrow donation leave and up to two (2) weeks of this earned but unused time for an organ donation leave. Any leave time taken by an employee for a bone marrow or organ donation does not run concurrently with any other medical leaves taken.

To the extent that the employee is eligible for group health coverage, this coverage will be maintained during this leave. To the extent that the employee is eligible for other benefits, the employee will continue to accrue those benefits during the leave period, including for example seniority and personal days.

Reinstatement After Organ / Bone Marrow Donation Leave

Under most circumstances, an employee will be reinstated to his or her same position held at the time the leave began, unless legitimate business reasons prevent reinstatement, or, preservation of the employee's job would compromise business safety or efficiency. In such case, a comparable vacant position will be offered. An employee returning from this leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees who have any questions regarding this policy should bring them to the immediate attention of the Director of Human Resources.

G. Family and Medical Leave Act/California Family Rights Act

The Family and Medical Leave Act and California Family Rights Act ("FMLA / CFRA") provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA/CFRA leave, you must:

- Have worked at least 12 months for HSHMC, Inc. in the preceding seven years (limited exceptions apply to the seven-year requirement);
- Have worked at least 1,250 hours for HSHMC, Inc. over the 12 months preceding the date your leave would commence; and
- Currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA / CFRA leave may be taken for the following reasons:

- Birth of a child, or to care or bond with a newly born child;
- Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care or to care or bond with the child;

- To care for an immediate family member (employee's spouse, registered domestic partner, child, registered domestic partner's child, or parent) with a serious health condition;
- Because of the employee's serious health condition that makes the employee unable to perform the employee's job;
- To care for a Covered Service member with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Armed Forces (e.g., National Guard or Reserves) in support of a contingency operation (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the pregnancy Leave of Absence Policy for further information on this type of leave.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "Covered Service member" is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term "serious injury or illness" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12-Month Period

HSHMC, Inc. Measures the 12-month period in which leave is taken by the "rolling" 12- month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a covered service member, HSHMC, Inc. calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition

of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care, and must generally be taken in at least two-week increments.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or HSHMC, Inc. may require you) to use accrued PSL concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible employee must comply with HSHMC, Inc. normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, HSHMC, Inc. will maintain coverage during your FMLA/CFRA (not to exceed 12 weeks) leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, HSHMC, Inc. may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA/CFRA leave, you must provide:

- 30 days advance notice of the need to take FMLA/CFRA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with HSHMC, Inc. normal call-in procedures, absent unusual circumstances;

- medical certification by a medical doctor supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of HSHMC, Inc.'s request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required at the expense of HSHMC, Inc.;

- periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

- medical certification by a medical doctor of fitness for duty before returning to work, if the leave was due to your serious health condition. HSHMC, Inc. will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Upon returning from FMLA/CFRA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. HSHMC, Inc. will provide written notice to any "key" employee who is not eligible for reinstatement.

Failure to Return After FMLA/CFRA Leave

Any employee who fails to return to work as scheduled after FMLA/CFRA leave or exceeds the 12- week

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FMLA/CFRA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to HSHMC, Inc. standard leave of absence and attendance policies. This may result in termination if you have no other HSHMC, Inc.-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, HSHMC, Inc.'s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered service member," which means: (1) a current member of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render him or her medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for *former* members of the Armed Forces or the National Guard or Reserves, or for service members on the *permanent* disability retired list.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered service member. "Next of kin" means the nearest blood relative of the service member, other than the service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered service member in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered service member and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA leave to care for a covered service member when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered service member and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid "Qualifying Exigency Leave" to tend to certain "exigencies" arising out of the duty under a call or order to active duty of a "covered military member" (i.e. the employee's spouse, son, daughter, or parent).

Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a "single 12- month period"). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

Although Qualifying Exigency Leave is available to an eligible employee whose close family member is called up from status as a *retired* member of the Regular Armed Forces, it is not available for a close family member on active duty or on call to active as a *member* of the Regular Armed Forces. Also, a call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that HSHMC, INC. and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

H. Jury or Witness Duty

Employees of HSHMC, Inc. are granted a maximum of five paid days per year to respond to a mandated jury duty summons. Employees must report for work whenever the court schedule permits. Either HSHMC, Inc. or the employee may request an excuse from jury/witness duty if, in HSHMC, Inc.'s judgment, the employee's absence would create serious operational difficulties. A copy of the jury duty summons and signed jury duty time report must be submitted with the monthly HSHMC, Inc. payroll time sheet.

In the event that the employee must serve as a witness within the course and scope of his or her employment with HSHMC, Inc., HSHMC, Inc. will provide time off with pay.

I. Leave for Educational or Daycare Program

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight (8) hours in any calendar month, to participate in the activities of schools or licensed child day care facilities attended by their children to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency.

Employees wishing to take time off under this Section must provide their supervisor with reasonable notice of the planned absence. If both parents of a child are employed by HSHMC, Inc., the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

HSHMC, Inc. reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee who participated in school or daycare activities on the specified date and at that particular time. Failure to provide written verification is grounds for disciplinary action.

J. Suspended Pupil Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Suspended pupil/child leave will be unpaid.

K. Military Leave

HSHMC, Inc. provides unpaid military leave of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard or Reserve duty and for examinations to determine fitness for any such duty. You should notify your supervisor and the Director of Human Resources as far in advance as possible, and present a copy of your official call to duty orders.

L. Family Spouse Leave

To the extent required by law, HSHMC, Inc. will provide an unpaid leave of absence of up to ten (10) days

for eligible employees whose spouse is on leave from deployment as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marines, and Coast Guard), the National Guard, or Reserves. You should notify your supervisor and the Director of Human Resources as far in advance as possible of such leave and present documentation certifying the leave. Please see to the Director of Human Resources if you have any questions regarding your eligibility for this leave.

M. Time off for Voting

If you do not have sufficient time outside of working hours to vote in a statewide election, you may take off up to two (2) hours of working time to vote without loss of pay. Such time must be at the beginning or end of your regular working shift, which allows the most free time for voting and the least time off from working, unless otherwise mutually agreed to between the employee and their supervisor. You must notify your supervisor at least two (2) working days in advance to arrange time off for voting.

N. Bereavement Leave

Employees may be granted a leave of absence for three paid days because of the death of a member of the immediate family. Five paid days may be granted if out of state travel is involved. Immediate family refers to the employee's spouse/partner, children of employee or spouse/partner, parents of employee or spouse/partner, and siblings of employee or spouse/partner. Employee must notify the Director of Human Resources in writing if bereavement time is used.

O. Adult Literacy Leave

Pursuant to California law, HSHMC, Inc. will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on HSHMC, Inc. HSHMC, Inc. does not provide paid time off for participation in an adult literacy education.

P. Alcohol and Drug Rehabilitation Leave

Pursuant to California law, HSHMC, Inc. will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on HSHMC, Inc. HSHMC, Inc. does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued PSL if you want compensation for this time off. If you do not have accrued PSL available, you will be permitted to take the time off without pay.

This policy in no way restricts HSHMC, Inc.'s right to discipline an employee, up to and including termination of employment, for violation of HSHMC, Inc.'s Drug and Alcohol Abuse Policy.

Q. Civil Air Patrol Leave

Pursuant to California law, HSHMC, Inc. will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give HSHMC, Inc. as much notice as possible of the intended dates upon which the leave would begin and end. HSHMC, Inc. will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid.

VI. STANDARDS OF CONDUCT

A. Prohibited Conduct

The work rules and standards of conduct for HSHMC, Inc. are important, and HSHMC Inc. regards them

seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing your own jobs and conducting HSHMC, Inc. business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination ofemployment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs (See Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of school-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Policy Against Harassment);
- Excessive absenteeism or any absence without notice (See Attendance/Punctuality);
- Unauthorized use of telephones, or other school-owned equipment (See Telephone Use);
- Using school equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

B. Employee/Student Relations Policy

Boundaries Defined

For the purposes of this policy, the term "Boundaries" is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

Unacceptable and Acceptable Behavior

Some activities may seem innocent from an employee's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as, misconduct.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of an intimate nature
- Consuming alcohol while supervising students

- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from HSHMC, Inc.
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Sharing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from HSHMC, Inc. or school activities without parental/guardian permission or without permission from HSHMC administration.
- Being alone in a room with a student at the school with the door locked or blocked
- Allowing students in your home without signed parental/guardian permission for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Communicating with students or parents/guardians in violation of the Social Media and Adult/Student Boundaries Policy
- Engaging in inappropriate and/or unprofessional communications (including instant messages, social media messages, or letters) with students on HSHMC, Inc. social media
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (HSHMC, Inc. and parental) to take students off property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to mentoring, school activities or classes, and communication should be initiated via HSHMC, Inc.-based technology and equipment
- Keeping the door open or unlocked when alone with a student
- Stopping and correcting students if they cross your own personal boundaries
- Recognizing parents/guardians as active participants in their child's education
- Keeping after-class discussions with a student professional and habilitative
- Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing administrators about situations that have the potential to become more severe
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of HSHMC, Inc.

Reporting Violations

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to an administrator. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses,

and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to the Director of Human Resources and the CEO. Reporting such incidents to the Director of Human Resources and the CEO does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact the Director of Human Resources.

Investigating

The CEO and/or Director of Human Resources will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the CEO or designee shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the CEO or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

C. Attendance/Punctuality

Individual work efforts are very important for HSHMC, Inc. overall success. HSHMC, Inc. depends on employees to report to work regularly and at the agreed time. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively and properly. Thus, regular attendance is vital to achieve the goals and mission of HSHMC. It is particularly important that we our mindful of prioritizing attendance on professional development days. In addition, days before and after scheduled holidays should be prioritized to ensure adequate staffing.

If you are unable to timely report for work for any reason, you must notify your supervisor before the regular starting time and document time missed in Paycom. You are responsible for speaking directly with your supervisor about your absence and recording missed time in Paycom. It is not acceptable to leave a message on your supervisor's voice mail, except in extreme emergencies. This will allow HSHMC, Inc. to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation prior to leaving the office.

Should undue tardiness or excessive unexcused absences become apparent, disciplinary action may occur, up to and including termination.

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If you do not report for work and HSHMC, Inc. is not notified of your status, it will generally be assumed after three (3) consecutive days of absence that you have resigned, and you will be removed from the payroll unless otherwise prohibited by law.

D. Personal Appearance and Professional Behavior

HSHMC, Inc. considers the presentation of HSHMC, Inc. image to its students, their families, clients, vendors and the public at large to be extremely important.

Since HSHMC, Inc. provides a service, and excellent customer service can only be provided through employees, HSHMC, Inc. seeks not only good performance and conduct from its employees, but also expects them to observe high standards in personal presentation.

Employees whose jobs require them to come into contact with clients, vendors or the public are expected to wear apparel that HSHMC, Inc. considers appropriate for such encounters.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace, including school related events and functions. When acting as a chaperone for HSHMC at after school events, your primary role is still as an HSHMC staff member. It is important to uphold the same level of professional conduct as during normal hours of operation. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee, and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

E. Telephone Use

HSHMC, Inc. telephones are intended for the use in conducting HSHMC, Inc. business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief.

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours. Excessive use of cell phones for personal calls while on the clock is also prohibited.

If an employee is found to be deviating from this policy, he or she will be subject to disciplinary action, up to and including termination.

Systems Use Policy

HSHMC, Inc. has established this Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner. We have devised this policy in a manner that addresses HSHMC, Inc. legal responsibilities and concerns regarding the fair and proper use of all electronic communications devices within the organization.

Scope of Policy

This policy extends to all features of HSHMC, Inc. electronic communications devices and systems, including computers, e-mail, connections to the Internet and World Wide Web and other internal or external networks, voice mail, text messages, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of HSHMC, Inc. is subject to this policy and is expected to read, understand, and comply fully with its provisions.

Rules

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of the communications systems. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

a) HSHMC, Inc. policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communications systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene, or sexually offensive material or information.

b) HSHMC, Inc. anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates HSHMC, Inc. anti-discrimination policies or commitment to equal employment opportunity.

c) Employees may not use any electronic communications device for a purpose that is found to constitute, in HSHMC, Inc.'s sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of HSHMC, Inc.

d) Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.

e) Employees may not use any electronic communications device in a manner that infringes upon the rights of other persons, entities or organizations to proprietary, confidential or trade secret information.

f) Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interests of HSHMC, Inc. or for any purpose that creates an actual, potential or apparent conflict of interest with HSHMC, Inc.

g) Do not post confidential information (as defined in the Employee Handbook) about HSHMC, Inc., its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained

h) HSHMC, Inc. policies against improper solicitations and distribution extend to the communications systems. Employees may not use any electronic communications device in a manner that violates HSHMC, Inc. no solicitation rule.

Access

HSHMC, Inc. must retain the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote HSHMC, Inc. interests, all such computers and electronic devices, whether used entirely or partially on HSHMC, Inc. premises or with the aid of HSHMC, Inc. equipment or resources, remain fully accessible to HSHMC, Inc. and, to the maximum extent permitted by law, will remain the sole and exclusive property of HSHMC, Inc.

Employer Access to Technology Resources

All messages sent and received, including personal messages, and all data and information stored on HSHMC, Inc. electronic-mail system, voicemail system, or computer systems are HSHMC, Inc. property regardless of the content. As such, HSHMC, Inc. reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

No Reasonable Expectation of Privacy

On occasion, HSHMC, Inc. may need to access its Technology Resources. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on

HSHMC, Inc. technology resources, including personal information or messages, and email messages created on employee's personal email accounts or postings on social networking sites (e.g., Yahoo, Meta). HSHMC, Inc. may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. HSHMC, Inc. may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Passwords

Certain HSHMC, Inc., Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of HSHMC, Inc. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access co-workers' systems without express authorization. Employees must provide their current and updated passwords to the to the Technology Manager.

F. Computer UsePolicy

Purpose

Computers provide important functionality for specific purposes, allowing employees to have a computing resource at hand for completing job-related tasks. Along with the privilege of using an HSHMC owned computer comes additional responsibility to safeguard them from potential theft or damage. If a computer is stolen or lost there are additional security implications for any data that might have been stored on that computer. This policy addresses actions that must be taken in order to minimize the risk of theft of or damage to an HSHMC-owned computer and the associated costs.

All HSHMC-owned computers are governed by this policy including systems made available as primary workstations, assigned within a department, or purchased through grant dollars for specific projects. The purpose of this policy is to govern the use and liability of HSHMC-owned computer equipment. This policy should be read and thoroughly understood to prior to acquiring, and continuing the use an HSHMC-owned computer.

Scope

This policy is applicable to all HSHMC employees who are using computers assigned to them by HSHMC. HSHMC-owned computers may be used for the following work-related purposes, including but not limited to:

- Using the computer as the primary workstation computer on campus.
- Using the computer on an HSHMC trip, such as to a conference, workshop, etc.
- Using the computer to make a presentation on or off campus.
- Using the computer for any other work-related task.

In addition, the policies in the *Data Security* section apply to both HSHMC-owned computers and privately owned computers that connect to HSHMC, Inc.'s systems.

Policy Liability

- All employees are personally responsible for the security and safety of their assigned computer.
- An employee may be responsible for partial or full cost if the computer is damaged or made inoperable by intentional or grossly negligent conduct at the discretion of administration.
- Failure to follow this policy and these procedures may result in disciplinary action at the discretion of administration.
- Failure to return the computer or pay for damages may result in legal action.

Physical Protection and Reasonable Care

- Each employee is responsible for the security of their assigned computer, regardless of whether the computer

is used in the office, at one's place of residence, or in any other location such as a hotel, conference room, car or airport. Employees are expected to provide reasonable care and effort to protect the computer.

- Employees assigned an HSHMC-owned computer are encouraged to acquire their own protective carrying case to further protect the computer from physical, and wear and tear damage.
- The equipment may not be transported as checked luggage on public transportation such as airplanes, trains, and buses. The user will keep the equipment in their possession at all times while traveling.
- Computers should be labeled accordingly so in the event of a loss the equipment might be returned. All computers must have an HSHMC-provided identifying label.
- Special care should be taken with the security of the computer. Equipment must not be left unattended in public areas. A user account should require a password to resume usage from sleep, or screensaver mode, as well as after reboot.
- Employees should not store computers in a car or car trunk, as severe temperatures may damage it, and the computer may be stolen if the car is broken into.
- Employees should be aware of their computer's surrounding area and be cautious of containers of liquid or other elements that may damage the computer if spilled.

Data Security

- Employees should not download, store, or record data that includes any personally identifiable information such as: student/faculty/staff/alumni/vendor Name, Address, SSN, account number, credit card number, or other identifying information unless the employee's role requires the possession and manipulation of such data. Should the computer be lost or stolen, this could be used for Identity Theft. The user is responsible for the security of all school data stored on, or carried with, the computer.
- The IT department will install virus protection on employee computers. The user is responsible to make sure that virus protection updates and virus scans are performed regularly.
- Do not alter any system software or hardware configuration unless instructed to do so by the IT department. This includes software and major OS updates.
- Additional application software should not be loaded onto the computer unless approved by the IT department, this includes torrent and other P2P clients.
- Employees should safeguard the device and data by ensuring the computer is "locked" or the user is logged off when not in use.
- IT department will assign backup drives for certificated staff, and coordinate backup alternatives for classified staff, and employees using their personal computers for work.

Inventory Tracking and Disposal

- Upon resignation or termination, the computer and all peripherals need to be returned either to an administrator or the IT department on or before the last day of work.
- Employees who are taking administrative or personal leave must have prior approval from administration and their immediate supervisor before taking a computer while on leave.
- When a computer reaches the end of its useful life, it should be returned to the IT department. They will ensure that the hard drive is wiped clean before the unit is recycled or disposed of.

Reporting Damage

- Employees must report physical damage to their assigned computers to the IT department.
- Employees should report to the IT department any suspicions of malicious activity on their assigned computer. This includes malware, spyware, or unwarranted browser add-ons that present odd behavior.

Reporting Loss

- In the case of an on-duty theft the employee should notify school administration immediately.
- In the case of an off-duty theft the employee should immediately notify the appropriate law enforcement authority, and school administration. The employee should provide administration with a copy of the report filed with law enforcement.

G. Social Media and Networking Policy

The following is HSHMC, Inc.'s social media and networking policy. The absence of, or lack of explicit reference to a specific social medium or site does not limit the extent of the application of this policy. This policy applies to situations when you: (1) make a post to a social media platform that is related to HSHMC, Inc.; (2) engage in social media activities during working hours; (3) use HSHMC, Inc. equipment or resources while engaging in social media activities; (4) use your HSHMC, Inc. e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with HSHMC, Inc.; (6) interact with HSHMC, Inc. students or parents/guardians of HSHMC, Inc. students (regarding school-related business) on the Internet and on social media sites; or (7) create or use a HSHMC, Inc.-affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram, and Snapchat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, HSHMC, Inc.'s other policies, rules, and standards of conduct. For example, HSHMC, Inc.'s policies on confidentiality, use of HSHMC, Inc. equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all HSHMC, Inc. policies whenever your social media activities may involve or implicate HSHMC, Inc. in any way, including, but not limited to, the policies contained in this Handbook. Where no policy or guidelines exist, employees should use their professional judgment and take the most prudent action possible. Consult with the Director of Human Resources if you are uncertain.

1) Express only your personal opinions. Never represent yourself as a spokesperson for HSHMC, Inc. unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with HSHMC, Inc., make it clear that the views expressed by you in the blog are yours alone and do not represent the views of HSHMC, Inc.

   Here is an example of a disclosure statement to include in your personal blog:

   "The posts on this site, including, but not limited to, images, links and comments left by readers, are not those of HSHMC, Inc., and do not necessarily represent HSHMC, Inc. positions, strategies or opinions."

2) Information published on your blog or communicated through text, emails or tweets must comply with HSHMC, Inc. policies prohibiting disclosure of confidentiality and proprietary information. This also applies to comments you post on other blogs, forums and social networking sites.

3) Social media activities should not interfere with work commitments. (See Systems Use Policy).

4) Your online presence reflects on HSHMC, Inc. Be aware that your actions captured via images, posts, or comments may be attributed to HSHMC, Inc.

5) Do not identify, reference or cite HSHMC, Inc., its employees, or its clients without the express consent of HSHMC, Inc.

6) Respect copyright laws, and reference or cite sources appropriately. Plagiarism applies online as well.

An employee's violation of this policy may result in discipline, up to, and including termination of employment.

H. Conflict of Interest

No employee of HSHMC, Inc. shall maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interest of HSHMC, Inc., or which interferes with his or her ability to fully perform job responsibilities. Violation of this policy will result in immediate disciplinary action, up to and including termination.

If you have a close financial or business relationship with a competitor, client or vendor, you must disclose this fact in writing to the Director of Human Resources. What constitutes a conflict is at the sole discretion of HSHMC, Inc.

I. Outside Employment

All employment involving direct services to students outside of HSHMC must be pre-approved by the Director of Human Resources. Outside employment is any activity for pay performed in addition to the official responsibilities of a full-time employee at HSHMC.

HSHMC, Inc. staff are encouraged to engage in consulting arrangements that provide an opportunity to highlight successes at HSHMC, Inc. This benefits both HSHMC, Inc. and the staff member. Consistent with the attendance policy, absences must be requested and approved in advance. If approved, time off to perform consulting services is unpaid or assigned as part of an HSHMC contracted service.

J. Discipline

Inappropriate conduct, such as violation of HSHMC, Inc.'s policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, HSHMC, Inc. may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and HSHMC, Inc. may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. HSHMC, Inc.'s use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and HSHMC, Inc. Accordingly, either the employee or HSHMC, Inc. can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

VII. SAFETY

A. Rules of Safe Conduct

A safe working environment is essential for a smooth running operation and is the shared responsibility of HSHMC, Inc. and the employees from all levels of the organization. HSHMC, Inc. will take all responsible steps to assure a safe environment and compliance with federal, state and local regulations. It is imperative that each employee does his or her part by carrying out the following rules and regulations

- Report unsafe conditions immediately to your supervisor.
- Report all injuries immediately to your supervisor.
- No consumption of alcoholic beverages or any other intoxicants at school-sanctioned events when students are present.

B. Employees who are Required to Drive

Employees who are required to drive their own vehicle on approved HSHMC, Inc. business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. If transporting students in a personal vehicle, employee must meet established insurance limits and be approved by the Administration prior to transporting students. To the extent permitted by law, HSHMC, Inc. retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved HSHMC, Inc. business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of

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employment, employees who drive their own vehicle on approved HSHMC, Inc. business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving must refrain from using their cell phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by HSHMC, Inc. or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee receiving a citation for operating a vehicle while "under the influence" or impaired or for conduct that is otherwise in violation of this policy will be immediately suspended without pay until the matter is resolved. Any employee who pleads guilty, no contest or found guilty of driving under the influence of alcohol, a controlled substance, or while impaired by a non-controlled substance, will be terminated.

C. Tobacco Products

Smoking and use of prohibited tobacco products are not allowed on HSHMC, Inc. property. Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes. Exceptions may be made for the use or possession of prescription nicotine products.

D. Substance Abuse and Drug-Free Workplace Policy

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

All employees will be required to read, sign, and return the enclosed Substance Abuse and Drug-Free Workplace Policy.

E. Violence in the Workplace

HSHMC, Inc. recognizes that workplace violence is a concern among employers and employees across the country. HSHMC, Inc. is committed to providing a safe, violence-free workplace. In this regard, HSHMC, Inc. strictly prohibits employees, clients, vendors and visitors, or anyone else on HSHMC, Inc. premises or engaging in HSHMC, Inc. related activity from behaving in a violent or threatening manner.

Moreover, HSHMC, Inc. seeks to prevent workplace violence before it begins and reserves the right to address behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

HSHMC, Inc. believes that prevention of workplace violence begins with recognition and awareness of

potential early warning signs and has established procedures within the office for responding to any situation that presents the possibility of violence.

Workplace Violence Defined

Workplace violence Includes, but is not limited to, the following:

(a) Threats of any kind;

(b) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;

(c) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of HSHMC, Inc. property, or a demonstrated pattern of refusal to follow HSHMC, Inc. policies and procedures;

(d) Defacing HSHMC, Inc. property or causing physical damage to the facilities; or

(e) With the exception of security personnel, bringing weapons or firearms of any kind on HSHMC, Inc. premises, in HSHMC, Inc. parking lots, or while conducting HSHMC, Inc. business, and at school- sanctioned events.

Reporting and Investigation

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor or anyone else, he or she should notify the Director of Human Resources or any other member of management immediately. Further, employees should notify the Director of Human Resources or any other member of management if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, HSHMC, Inc. will inform the reporting individual of the results of the investigation. To the extent possible, HSHMC, Inc. will maintain the confidentiality of the reporting employee and of the investigation. HSHMC, Inc. may, however, need to disclose the results in appropriate circumstances, for example, in order to protect individual safety.

HSHMC, Inc. will not tolerate retaliation against any employee who reports workplace violence.

If HSHMC, Inc. determines that workplace violence has occurred, HSHMC, Inc. will take the appropriate corrective action and will impose discipline on offending employees and depending on the particular facts this may include written or oral warnings, probation, reassignment of responsibilities, suspension or termination. In addition, HSHMC, Inc. may request that the employee participate in counseling, either voluntary or as a condition of continued employment.

VIII. CHANGES IN STATUS

A. Termination of Employment

Employment at HSHMC, Inc. is **at will** and for no specified time, regardless of length of service. No one other than the CEO has the right or the authority to enter into any written or verbal agreement for any different terms of employment. Just as the employee is free to leave for any reason, HSHMC, Inc. reserves the same right to end its relationship with the employee at any time, for any or no reason, with or without cause or notice. Terminations are to be treated in a confidential, professional manner by all concerned, to the extent possible. This policy and its administration will be implemented in accordance with HSHMC, Inc. Equal Employment Opportunity statement.

B. Voluntary Resignation

Although employment with HSHMC, Inc. is at-will, in the event you choose to resign from your position,

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we would appreciate your providing HSHMC, Inc. at least two (2) weeks' written notice to allow for preparation of your final paperwork and the setting of an exit interview.

All HSHMC, Inc.-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

C. Outside Inquiries Concerning Employees

Due to privacy requirements, all inquiries concerning current or former employees from outside sources should be directed to the Director of Human Resources. All other employees are prohibited from providing information about coworkers to any outside source. HSHMC, Inc.'s policy as to references for employees who have left HSHMC, Inc. is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, HSHMC, Inc. will also provide a prospective employer with the information on the amount of salary or wage you last earned.

D. Exit Interview

Any employee leaving HSHMC, Inc. may be asked to attend an exit interview. The purpose of the interview is to discuss the reasons for your departure from HSHMC, Inc. and to resolve any questions of compensation and return of HSHMC, Inc. property.

IX. TO SUM IT ALL UP

This Handbook highlights your opportunities and responsibilities at HSHMC, Inc. Once again, welcome to HSHMC, Inc. and we look forward to working with you

EMPLOYEE ACKNOWLEDGMENT

2026-2027 Employee Handbook

This will acknowledge that I have received my copy of the 2026-2027 HSHMC, Inc. Employee Handbook and that I will familiarize myself with its contents.

I understand that this Handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Arbitration Agreement, any and all policies or practices can be changed at any time by HSHMC, Inc. HSHMC, Inc. retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time (except the policy of "at-will employment" and Arbitration Agreement, which may not be changed, altered, revised or modified without a written agreement signed by both myself and the CEO of HSHMC, Inc.).

I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at HSHMC, Inc. are at-will, and may be changed or terminated at the will of HSHMC, Inc. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that HSHMC, Inc. has a similar right. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between HSHMC, Inc. and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my employment with HSHMC, Inc.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

_____ _____

Employee Name (Please Print)

_____

Employee Signature **Date**

Coversheet

2026-2027 Student Handbook

Section: IV. Consent Agenda
Item: P. 2026-2027 Student Handbook
Purpose:
Submitted by:
Related Material: P - Student Handbook 2026-2027FINAL.docx

Student Handbook

2026-2027

Health Sciences High & Middle College

Dear Students and Families of Health Sciences High & Middle College,

This handbook includes several important policies, all of which have been presented to you during past informational meetings. Please familiarize yourself with all of the information, as you are accountable for the contents of it. **Please note that on the application form and on the registration form, you have signed a statement that your family is familiar with, and will abide by, all of the policies included in this handbook.** We look forward to an exciting school year!

Sincerely,

Dr. Ian Pumpian (ipumpian@hshmc.org)
President/Chief Educational Officer

Dr. Doug Fisher (dfisher@hshmc.org)
Administrator

Dr. Nancy Frey (nfrey@hshmc.org)
Administrator

Dr. Dominique Smith (dsmith@hshmc.org)
Principal

Broc Arnaiz (barnaiz@hshmc.org)
Vice Principal of Community School Programs

Dr. Beth Fisher (bfisher@hshmc.org)
Director of East DEN (Independent Study Program)

Dr. Oscar Corrigan (ocorrigan@hshmc.org)
Director of Human Resources

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Re-Admission Requirements
Returning Students

Phone Policy
Code of Academic Integrity
Internet & Electronic Mail Usage Policy
Intellectual Property Agreement
Code of Conduct: Respect for Self and
Others Disciplinary Consequences
Dress Code

Student and Parent/Guardian Media Release
Agreement Field Trip Driver Insurance Verification
Student Driver

INTRODUCTION TO HSHMC

"FIRST, DO NO HARM"

Every school has a student handbook. It is required by education code and in our charter agreement. It is our best attempt to communicate our basic school rules, procedures, and expectations. It is a tool to help each of you understand what actions and consequences may result from violations. We expect that this handbook will be amended with experience and input.

A Greek doctor in 400 BC named Hippocrates and his students are credited for creating the Hippocratic Oath. The oath continues to influence current medical practice. Although the oath contains many commitments and has been modernized over the years, its most famous tenet is *First, do no harm*. It seems to us that for a variety of reasons, the commitment to *do no harm* is an important goal for everyone associated with HSHMC. Our expectation is that students will behave in a manner that does no harm to themselves, others, or their environment. No harm physically or emotionally to self or others. No harm to property. No harm to their reputations as students and as moral and ethical human beings. This handbook begins to provide some basic guidelines that will help students from doing harm.

We are honored that you have chosen HSHMC as your partner in creating a high school experience that is second to none. As partners we all have responsibilities to make that so. Your high school experience is part of your amazing transition toward adulthood. You will increasingly be given more freedom in how you spend your time. Your family and your instructors will depend on you to accept these freedoms responsibly. You will be supported to make good choices and you will be held accountable for the choices you make. We all need to work together to make sure you achieve academic success, that you are physically and emotionally safe and that you behave as a caring, confident, and ethical human being. As you review the school rules, procedures, and expectations in this handbook, remember the *big idea* it represents- *First, do no harm.* Whether you are conferencing with an instructor, interacting with another student, welcoming a guest to our campus, surfing the Internet, traveling to a worksite, or at social events, think of the *big idea*. If you act in a manner to *do no harm*, chances are you will be acting responsibly.

You may feel *do no harm* just sounds like another rule, another "don't do this" or "can't do that" – just another thing that allows grown-ups to control kids. We don't think so. Each HSHMC administrator, instructor, and partner is committed to, and accountable to this same standard. We believe honesty, integrity, courtesy, trust, and mutual respect are necessary for true learning and achieving one's utmost potential. Simply stated, our actions affect those around us and affect the quality of our school. Our codes and standards should support, but not replace, your personal and ethical beliefs.

How we behave is not secondary to our rigorous educational program; it is an integral part of it. High expectations for making responsible choices are shared by HSHMC and our nation's most prestigious universities. By changing three words**, Stanford University's Fundamental Standard** (adapted below) easily serves as the preamble to the HSHMC Student Handbook:

Students at HSHMC are expected to show both within and without the campus such respect for order, morality, personal honor and the rights of others as is demanded of good citizens. Failure to do this will be sufficient cause for removal from HSHMC.

By following this advice, we can all live up to our mission statement. Remember, this is why we're all here learning together. Our mission statement reads:

HSHMC is where people want to be to learn about health and healthcare as part of a world-class education. HSHMC is a home away from home, an open door, a place of rigor and academia where students earn a diploma that matters. We do what it takes, we do no harm, we set no limits on our potential to learn and grow, we do it like a family, and we LOVE what we do!

THE BASICS OF HSHMC

ACCESSING AND LEAVING CAMPUS

The health and safety of our student body is a priority of the school. It is a responsibility and concern we share with each student and family/guardian. Our liabilities for student safety do not extend beyond the walls of the campus. HSHMC is committed to work in partnership with each student and family/**guardian** to teach and encourage students and their families/guardians to make informed decisions while off campus, as we develop specific policies and procedures to make our campus safe and nurturing.

SIGN OUT AND TARDIES

Parents or guardians must sign students out at the front desk **if** students leave campus before the end of the school day. Students must check in at the front desk for a tardy slip when they return from a midday appointment or when arriving late for school. (Please see Student Attendance information).

ACCESSING AND LEAVING CAMPUS

HSHMC operates a closed campus policy during instructional periods. That is, unless otherwise directed by their instructors, students are expected to be in the classes they are assigned as indicated on their class schedule. Students will be provided information regarding the campus configuration, and under what specific circumstances students are allowed to enter different areas of the building and its physical grounds. As part of this orientation, students will be provided information and expectations about access before and after school, during passing periods, and during lunch.

Students have unscheduled time during the day for lunch. In addition to eating, students use this time to socialize, for recreation, for informal study or organized instruction, tutoring, and club activities. HSHMC provides indoor and outdoor lunch facilities on its campus to support these educational, social, and recreational activities.

Students with Academic Recovery plans due to an Incomplete in the class may be required to attend a 25-minute tutorial with a teacher. Students attending tutorial will have a 30-minute lunch period during the first or second half of the lunch hour, depending on the scheduled tutorial time.

Students with their parent/guardian's consent are permitted to leave the school campus during their unscheduled lunch time. This allows students to access various nearby recreational park facilities and eateries within walking distance of campus. Unless otherwise arranged, this non-campus access will not be supervised or considered school supported events. The ability to leave campus is restricted to walking to facilities within a 4-block radius of the school. **Students are not permitted to leave campus during lunch in cars**. Students are expected to obey all laws during their lunch hour, respect local businesses and community members, clean up after themselves and get back to school in time for their scheduled classes. Any problems with community behavior, litter, tardiness, or absence will be cause to revoke a student's off-campus access. We expect HSHMC students while off campus to continue to follow the

school's "do no harm" policies and to act in such a way that represents themselves and the school positively. This includes **having** the HSHMC student ID **on their person** at all times while off campus. By signing this student handbook, families/guardians are acknowledging that they understand that HSHMC will not prevent students from leaving campus during their lunch hour. We expect that families will discuss this policy with their HSHMC student and determine and advise them as to whether they have parental permission to leave campus. We expect that students will act according to their parents'/guardian's directions. HSHMC assumes no liability for students who leave its campus during their unscheduled lunch hour.

Parents/guardians who do not give their students permission to leave campus during lunch and want the school to attempt to assist in enforcing their wishes, must inform the school of this desire in writing. Otherwise, leaving campus during lunch is a decision to be made between parent and student and it will be the student's responsibility to comply. The school will only intervene based on a request from a parent or in response to any issues that arise in the community.

Students are not permitted to leave their internship sites for lunch and are expected to follow the policies and procedures as directed by their intern supervisors.

Students must always be in class under the supervision of an adult. During internships, students remain under the supervision of hospital and/or school staff and cannot leave the premises without permission of the supervising school staff member. Contact Dr. Dominique Smith for questions regarding the closed campus policy.

WRITTEN PERMISSION TO LEAVE CAMPUS

An early dismissal slip is needed for a student to leave school before the end of the day. This permission form or written note may be given in advance to, HSHMC School Operations Soraia Martinez Specialist, at the front desk. All students will be expected to go from school to their internships and return to school unless a separate written plan is developed and signed by both home and school. Parents/guardians wishing to pick up or drop off their students at internship sites will need to both provide prior written notice and must sign in or sign out with the HSHMC. Contact Dr. Dominique Smith for questions regarding sign in and sign out or pick up procedures.

EMERGENCY PROCEDURES

The staff of HSHMC receives training in order to provide for the safety of students, staff and visitors during times of emergency. Emergency preparedness includes fire and earthquake drills, which happen at regular times during the school year. A copy of the HSHMC Safety Plan, which outlines procedures for emergencies, is available in the front office and in every classroom.

All alarms are treated as if an emergency is occurring at HSHMC. In the event of any alarm, all staff, students and visitors are required to complete an orderly and safe evacuation of the classrooms and building. Staff and students will meet in pre-assigned areas, and will remain there until all students are accounted for and instructed to return to the building or move to a safer area.

Failure to follow emergency procedures or the willful attempt to compromise emergency preparedness at HSHMC is grounds for severe consequences, including possible expulsion.

In the case of a major emergency (such as a significant earthquake or fire), parents/guardians and families should contact the HSHMC main number at (619) 528-9070 or visit www.HSHMC.org for more information. During such an emergency, HSHMC staff will be focused on ensuring that all students are safe and accounted for. Students and parents/guardians are asked to do their part by not directing students to leave the premises without signing proper releases and to follow set guidelines for emergency procedures.

SCHOOL PRIVACY POLICY

HSHMC will notify parents or guardians if and when the school may release student information, and the policies regarding the handling and destruction of such information. Such notification shall be provided in the parents' or guardians' primary languages if at least 15 percent of the students enrolled at HSHMC speak a single primary language other than English. HSHMC will notify parents or guardians of any changes to the privacy policy within a reasonable period after that change.

STUDENT HEALTH AND WELLNESS

HSHMC is committed to supporting the mental and emotional wellness of our students as these attributes can impact student success. Access to community pupil mental health services and resources is made available through our website at www.hshmc.org.

SUICIDE PREVENTION

Health Sciences High and Middle College (HSHMC) Board of Directors and its entire educational community is committed to the health, safety and welfare of its students and in so doing accepts its mandated responsibility to develop, implement, and make available a comprehensive suicide prevention policy, practices and resources. This includes resources to educate students and parents about available school and community resources to support students experiencing thoughts of suicide. Our intention is to increase help-seeking behavior in students and to ensure students are aware of HSHMC's mental health programs and staff. It is important that all school staff are trained to respond and refer students seeking support for themselves or a peer experiencing suicidal ideation.

Be it resolved that, suicide prevention practices and resources will be an annual topic of staff training, posted on the school's website, a component of staff development, reflected in public service announcements throughout the school, taught in all health classes, and delineated in the student handbook.

The entire school community will be aware of the following steps that will be used to adopt this policy.

1. Annual training will be provided to all staff on best suicide prevention practices and school resources and procedures. Staff will learn about recognizing warning signs and responding accordingly.
2. Students will be encouraged to approach any member of the school staff to seek help for themselves and friends. Staff in turn are responsible for immediately contacting the school principal as the point of contact for students in crisis and to refer students to appropriate resources.

3. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. This will occur in all health classes.
4. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.
5. Students will have access to national resources which they can contact for additional support, such as: a. The National Suicide Prevention Lifeline – 1.800.273.8255 (TALK), www.suicidepreventionlifeline.org b. The Trevor Lifeline – 1.866.488.73.86, www.thetrevorproject.org
6. All staff and students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
7. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

In addition, the Desert Mountain SELPA and the Desert Mountain Children's Center (DMCC) will continue to offer the Youth Mental Health First Aid to HSHMC. The following resources are also support by the DMCC:

- Proactive Schools: Key components to developing a comprehensive suicide prevention policy.
  - Model School District Policy on Suicide Prevention: http://www.thetrevorproject.org/pages/modelschoolpolicy o Model School District Policy (Webinar): on same link above.
  - Suicide Prevention: Risk factors, protective factors, intervention and referrals.
  - The Lifeguard Workshop: http://www.thetrevorproject.org/pages/lifeguard
- Additional Trainings are available regarding student mental health through DMCC:
  - Youth Mental Health First Aid
    - Cheryl Goldberg-Diaz, Program Manager – Cheryl.Goldberg-Diaz@cahelp.org, 760.955.3607, www.cahelp.org

STUDENT ATTENDANCE

The integrated and project-based nature of the HSHMC program makes daily attendance extremely important. School attendance is a primary responsibility of every student and family/**guardian**. Attendance is directly related to student success and demonstrates **a** commitment to HSHMC and its program of study. Therefore, students are expected to maintain 100% attendance. If a student misses school, the student is expected to make up that time by attending an extended day program, such as Saturday school. Significant absences, repeated unexcused absences or tardiness will lead to academic and disciplinary consequences, which may include removal from school. We want the limited number of openings at HSHMC to be available to students who will make the appropriate effort and commitment to attend school.

HSHMC requests that families schedule vacations or special programs so as not to conflict with school. In particular, the final two weeks of any semester are critical, as they culminate in student exhibitions, presentations, and examinations used by faculty as a

part of their final assessments. Additionally, state accountability tests must be administered during specific dates.

When a student has a planned absence, he or she must obtain a Contract for Short Term Independent Study (CIS) in advance of the absence and must complete the contract terms. Any student who misses three or more consecutive days for a reason other than illness may not pass any course they are enrolled in without having satisfied this CIS requirement. For more information about how to request a CIS, please contact Soraia Martinez (smartinez@hshmc.org). If a student requires support through a long-term independent study program, HSHMC provides an alternate program at separate building on El Cajon Blvd. called East DEN. For more information go to page 14.

In the event of a necessary absence, the attendance staff needs your assistance in providing us with the following information:

- Please call the school's main office (619-528-9070) when your child is absent.
- Student absences will be verified by a call home.
- Provide a doctor's note for any student absent for 3 consecutive days.
- We encourage you to schedule appointments before or after school. However, we understand that sometimes missing school can't be helped. If your child needs to be excused early due to a doctor or dental appointment, let the attendance office know before the appointment, either by a call or a note. Your child will be given an early dismissal slip to be excused from class. Parents/Guardians: please come in to the office and sign your child out of school at the front desk. You may provide us with a doctor's excuse, which can be brought in the following school day.
- Please call the attendance staff when your child is late at (619) 528-9070.

HSHMC SATURDAY SCHOOL POLICY

Saturday school at Health Science High & Middle College is designed to provide students with additional academic support and opportunities for learning beyond regular school hours. It aims to help students improve their academic performance and meet the academic standards set by the school.

Students who are truant, as defined by California Education Code Section 48260, will be required to attend Saturday school. Attendance at Saturday school is mandatory for these students. For students who are absent for other reasons, attendance at Saturday school is encouraged but not mandatory. In addition, Saturday school provides an opportunity for students to make up missed work to clear incomplete grades, receive additional academic support, and maintain their academic progress.

Saturday school sessions at Health Science High & Middle College are 4 hours, from 8:00 AM to 12:00 PM. **B**reakfast and lunch will be provided to students while in attendance at Saturday school.

The curriculum and activities during Saturday school will be focused on academic enrichment, recovery, and support. Students may engage in activities such as tutoring, independent study, group work, or projects as determined by HSHMC's faculty.

Students attending Saturday School will be supervised and supported by HSHMC's teachers and staff members who are committed to helping them succeed academically. Individualized support will be provided based on student needs.

Student attendance for each Saturday School session will be recorded on a Saturday School Attendance Register. Attendance reporting shall be updated in PowerSchool (HSHMC's student information system for attendance) based on the Saturday School Attendance Register.

Saturday school at Health Science High & Middle College is an important part of our commitment to academic excellence and student success. It provides students with additional opportunities to enhance their learning and achieve their full potential.

CHRONIC ABSENTEEISM AND TRUANCY

Chronic absenteeism is defined by:

1. Students who have missed 10% or more of the school year to date; or,
2. Students who have been absent from school for ten (10) consecutive school days or more, and the student's parents or guardians have not contacted the school with an explanation for the absences, or otherwise expressing their intent to have their student attend the school.

Truancy is defined by students who are absent from school without a valid excuse and are marked unexcused for the day. Any student who is absent from school for 3 days or more without a valid excuse is **truant**.

As a school, we firmly believe in the importance of students being at school on time, every day. Chronic absence and truancy are violations of our code of conduct as it causes harm to the student and their educational progress. Students who choose to not regularly attend school are choosing to not participate in our school's program. California makes parents responsible for their children to attend school. Chronic absence not only impacts a student's work, but can have long-term effects on a student's future academic success.

The school will reach out to the student and their parent(s)/guardian(s) in order to prevent and respond to chronic absence and truancy. As absences accumulate, students will be required to:

1. Meet with their school administrators, and their parent(s)/guardian(s), to discuss the absenteeism, and appropriate next steps for addressing the issues
2. Comply with the school's attendance policies including participation in intervention classes and programs
3. Sign a written agreement and obtain parent/guardian signatures to the agreement acknowledging and re-affirming their commitment to the terms of the HSHMC Attendance Policy

Students who are deemed chronically tardy or chronically absent may not be permitted to receive credit for the course(s) in which they have been chronically tardy or absent, or may jeopardize their position and privileges associated with attending HSHMC. The school will make every reasonable attempt to work on a plan to support the student to succeed and work with the student and their parent/guardian on a plan to attend school regularly and consider a range of intervention and program options including independent study. Students and their parents will have an opportunity to meet with school administration to discuss potential consequences to address chronic tardiness and/or absenteeism. If the situation continues, the school may, at its discretion, deem a student to have voluntarily dropped from school enrollment. The school may also address the matter through further actions including the disenrollment process and referring the student back to the home school district in accordance with applicable law. Consistent with state law, a student who is habitually truant may be referred to their home district Student Attendance Referral Board (SARB), which requires removal from HSHMC.

Please realize there are four effective ways to avoid this process:

1. Attend school regularly
2. Participate in school interventions as offered and/or required
3. Work with the school attendance team to make a plan for success
4. Obtain independent contracts in advance of known absences
5. Elect to voluntarily enroll in ISP when circumstances prohibit regular school attendance

INTERVENTION CLASS ATTENDANCE POLICIES

Students are required to attend all intervention classes as assigned. Students who have incompletes are required to attend zero period tutorial, lunch tutorial, and Friday Academic Recovery and Advancement Classes until incompletes are cleared. Additional intervention programs and services may be offered. Students and families/guardians will be notified of additional intervention programs and services and students with incompletes may be required to attend.

SUPPLEMENTAL INSTRUCTION POLICY

If a student is assigned an additional class period, that student is required to attend the supplemental instructional hours from 7:45 to 8:20 AM Monday through Thursday, unless alternative arrangements are approved in advance. Students who do not attend their supplemental class will be marked absent. Parents of students who are consistently absent will be notified, and if necessary, a corrective action plan and contract will be developed and signed by the school, student, and parent. Please realize:

1. HSHMC, as part of its LCAP process, has developed intervention classes to support students who are currently not meeting course competencies or who have identified intervention needs.

2. These intervention classes are designed to build student skills and allow students to complete their previously assigned tasks so they can succeed. This is not a punishment. In fact, many students voluntarily choose to attend intervention classes in order to receive extra help to advance their progress and improve their performance.
3. The approved school schedule includes:
    a. 20 minutes of time is provided during lunch such that any student has time to both eat lunch and seek additional help to learn a concept or complete their work.
    b. Students are encouraged to study and complete work after school and on weekends by accessing classes through Canvas.
4. Students and their families are invited to meet with school administration to discuss intervention needs and alternatives in order to best meet each student's educational needs.

FRIDAY ACADEMIC RECOVERY AND ADVANCEMENT (ARA) CLASS POLICY

Students who are assigned to Friday Academic Recovery and Advancement (ARA) are required to attend ARA class when this is available to be offered, unless alternative arrangements are approved in advance. Students who do not attend their ARA class will be marked absent. Parents of students who are consistently absent will be notified, and if necessary, a corrective action plan and contract will be developed and signed by the school, student, and parent.

ACCELERATED CREDIT RECOVERY OPPORTUNITIES AT HSHMC

At HSHMC, we are committed to ensuring every student has the support they need to stay on track for graduation. We do not offer an Independent Study program. Instead, we provide specialized, on-campus opportunities for students who are credit deficient to recover credits and accelerate their progress toward graduation—without leaving the HSHMC community.

These credit-recovery options are part of our regular academic support system, designed to supplement the standard academic schedule when needed.

OVERVIEW OF CREDIT ACCELERATION OPTIONS

Students identified as needing additional credit recovery may participate in one of the following supplemental learning options at HSHMC:

1. Accelerated Seminar Courses (In Lieu of Internship)

- Students maintain their full academic course load at HSHMC.
- Instead of participating in an internship, they attend specialized seminar classes during that time.
- Seminar classes focus on accelerated coursework and credit recovery, allowing students to make up credits efficiently while

staying engaged in the school community.

Once a student completes their seminar class, they will re-enter their internship. Depending on the needs of the student, under specialized circumstances, students may be able to access internship opportunities while in Seminar.

2. East DEN Independent Study Program

East DEN is Health Sciences High & Middle College's independent study program, designed to provide flexible, personalized pathways to earning a high school diploma while maintaining rigorous academic expectations. This is a strictly voluntary program. The program serves students who benefit from an alternative learning model, including those who:

- Need flexibility to balance school with employment, health needs, family responsibilities, or other significant life circumstances.
- Are seeking accelerated, credit recovery, or personalized pathways toward high school graduation.
- Voluntarily choose a personalized learning environment that provides individualized supports while intentionally building self-regulation, executive functioning, interpersonal effectiveness, emotional wellness, and positive decision-making through restorative, trauma-informed, and skills-based practices—all while maintaining rigorous academic expectations.
- Thrive in a smaller, individualized setting that emphasizes academic growth, personal responsibility, and preparation for college, career, and life.

East DEN is housed at a separate location off El Cajon Blvd. For more information about the independent study program, please see the independent study administrator, Dr. Beth Fisher.

PURPOSE

These opportunities are not separate programs but are part of HSHMC’s commitment to meeting students where they are and providing flexible, responsive academic support. They ensure students can remain fully enrolled at HSHMC while catching up on credits as needed.

PLACEMENT PROCESS

Placement into these options is based on credit status and determined through collaboration between students, families, counselors, and school administration.

Our goal is to develop an individualized plan that best supports each student’s path to graduation.

DAILY SCHEDULES

The daily schedule at HSHMC is unique. As we have noted, school operates between the hours of 8:30 AM and 3:20 PM. Within those hours, students are expected to be in their assigned classes, completing assignments or working in internships. Our school provides students with significant responsibility and students are expected to keep, and update, a personal calendar that reflects the meetings and appointments they have. A school calendar will be issued to each student during the first week of school.

MEDICATION (PRESCRIBED OR OVER-THE-COUNTER)

HSHMC does not have a nurse on staff. The school's front desk staff has a first aid kit and will be your *health center* point of contact.

We can store a supply of prescription medications for your child to keep on hand in case of an emergency. A form must be completed prior to HSHMC storing any medications. All medications must be in their original container and clearly marked with the name of the student, name of medicine, doctor's name, and appropriate dosage instructions as prescribed by the doctor.

Students may keep inhalers for asthma conditions, over-the-counter medicines (i.e. Tylenol, Motrin, etc.) and supplements like glucose tablets in their possession if their parents have signed the medical consent form included in the enrollment packet. Students who are responsible for their own medications (prescribed or over-the-counter) may not dispense their medications to other students. Students in need of basics (e.g., acetaminophen, ibuprofen, cough drops) may see Soraia Martinez, School Operations Specialist, at the front desk. Medication will only be dispensed if the medical consent form has been signed. Parents/guardians may contact Ms. Soraia Martinez to make arrangements regarding medications and or consent forms.

All students who are taking prescription medication on a regular basis (i.e., diabetes or asthma) must advise school personnel. It is recommended that an emergency supply of his or her medication should be kept at the health center in case of emergency.

WHAT YOU NEED TO KNOW ABOUT LEARNING AT HSHMC

TRANSFERABILITY OF CREDITS

All HSHMC High School core courses are approved or are in the process of being approved by the University of California.

HSHMC does not offer the same courses or the same sequence of courses as many other schools. In some instances, this may cause 11th and 12th grade students transferring to other schools to need to make up courses that were not offered in the traditional sequence. Students and parents/guardians are advised to take the unique academic program into account when making decisions to enroll at HSHMC, or if considering a transfer to another school.

Consistent with the California State Content Standards, this course may include controversial topics. The faculty does not endorse

particular political or social agendas and will present a sensitive, balanced, and objective approach to these topics, with a goal of developing informed and responsible attitudes toward people, cultures, religions, societies, sexual orientations, gender identities, and environments in the spirit of scholarly inquiry.

HSHMC GRADING POLICY

Consistent with our mission and vision, as well as our middle college identity, students at HSHMC, Inc. receive the grade of "incomplete" when their performance does not meet the standard of quality established by the instructor and based on state standards. If a students' overall performance in any given 9-week term falls below the level of earning credit (C-), the student will earn an incomplete in the course. An incomplete in any course requires the development of an **academic recovery plan**, which must be approved by the teacher, parent, and principal. When the student completes the work outlined on the academic recovery plan, the student is assigned a grade for the course. However, if the student leaves HSHMC, or one year elapses after the development of the contract, the course grade will be recorded as "F" and no units will be awarded.

Furthermore, at HSHMC our expectation is that each student's academic performance is of the highest quality. Students who believe their performance in any 9-week term does not represent their best capabilities and competence will be permitted to petition their teacher to negotiate a **work quality plan**. The proposal must be submitted within two weeks of the close of the grading period. If the plan is approved by the teacher, parent, and Vice President for Academic Affairs, the student will be assigned an incomplete for the course. When the student completes the work outlined on the **work quality plan**, the student is assigned a grade for the course. However, if the student leaves HSHMC, or the contract expires, the course grade will be recorded as the grade the student would have been assigned at the completion of the term.

GRADED ASSIGNMENTS

It is the expectation at HSHMC that teachers update grades in Powerschool each week. In addition to competencies, you will be able to see your students' progress on weekly assignments (that will be excluded from their final grade) that will indicate engagement , content understanding, potential academic intervention(s), and overall readiness prior to your student taking a competency.

Midterms and Finals. In addition, all high school classes will have comprehensive mid-terms and finals. These assessments are comprehensive for the semester preceding the assessment and can improve students' overall grades (as determined by the teacher). Poor performance on these assessments can result in a reduction of student grades as follows: 60-69% will result in 5% reduction in grade and below 60% will result in a 10% reduction in grade, but not lower than C-. In cases when the midterm or final negatively impacts the overall grade, the student may petition to retake a comparable test within two weeks of the posting of the results. After this two-week window expires, retakes for midterms and finals are not permitted. This retake policy does not apply in cases when the student's grade has remained the same or has improved. Our motto for midterms and finals is: *Mastery requires maintenance*.

HONORS CREDIT

We are pleased to offer honors credit in each of our core courses at HSHMC. Honors credit is awarded based on students' successful completion of an individualized honors contract. All students are eligible for honors credit. It is our expectation that students identified as gifted and talented will complete honors-level work. Honors contracts are developed during the first four weeks of attendance and are signed by the student, the instructor, a parent/guardian, and the Vice President of Academic Affairs. When students complete the items in the contract, their transcript reflects the fact that their work was honors level. Colleges appreciate this distinction of academic excellence and are known to weigh this information in their admission decisions. As noted in the University of Alabama guidelines for honors credit, there are a number of characteristics of honors-level work. These include:

- Additional readings chosen to enhance and deepen the student's understanding of course content; ● Guided research involving specialized library resources, fieldwork or community projects, internship sites, or laboratory work resulting in a substantial end product for the student;
- Extra written work designed to develop critical skills and independent thinking; and
- Regular private meetings with the instructor to discuss the progress of the various projects undertaken to fulfill the contract. 16

INTERNSHIP EXPERIENCE

Internships in health care settings are an important component of the educational program at HSHMC. We consider internship placements to be a tremendous student opportunity, responsibility, and privilege. The internships place students in sensitive professional settings. Our intern partners work closely with us to provide our students rigorous and relevant educational experiences. Their expectation is that students will act accordingly and that students will adhere to all rules and procedures established at the intern sites. Our intern partners reserve the right to terminate the internship of a student based on inappropriate behavior. The inability to continue an internship based on behavior may lead to further disciplinary action.

Each semester, students participate in an internship program that provides them nearly 100 hours of experience. We believe that attending every internship day is crucial to ensuring that students receive the full benefit of these programs. For our hospital internship, we make attendance as convenient as possible and offer a bus service that departs from our school campus at 9 am and returns at 2:45 pm.

Given the importance of HSHMC providing real-world experiences in the medical field, fire science and technology, and early childhood education, we closely monitor students' attendance and punctuality as these are only offered once a week. In regards to our health internship, if a student is late and misses the bus to internship, they will be required to stay on campus for the day and will not be allowed off campus for lunch. If a student is late to any of our on-campus pathway experiences, it will be up to the discretion of the instructor to either stay in at lunch or afterschool on a designated day to make-up the missed instruction.

If a student misses more than 4 days (10%) of their internship experience and the absences are unexcused, we will schedule a

parent meeting to determine the next steps for the student.

We recognize that each internship experience may not be the right fit for every student, and we offer the option to change hospital placements during the first two weeks of quarter one or three. Additionally, students may change their pathway experience at the beginning of each semester. The internship experience for our 9th grade students is exploratory and each student will be able to experience each internship that HSHMC offers at the end of each semester. When a student reaches 11th grade, we will discuss changing pathways with appropriate staff and administration to determine the best fit and will inform parents/guardians accordingly.

We are committed to providing our students with a valuable, real-world experience in healthcare and emergency medical response. We appreciate your support in ensuring their attendance and participation in the program. Thank you for entrusting us with your child's education and professional development.

RETURNING STUDENTS

HSHMC retains the option, at its sole discretion, to re-enroll students who have previously left. If you wish additional information about this matter, please contact the Principal, Dr. Dominique Smith.

INCLUSION – AB 1266

California Assembly Bill 1266 (School Success and Opportunity Act) went into effect on January 1, 2014. This law requires that schools respect students' gender identity, which may be different from the gender assigned at birth. AB 1266 makes sure that transgender students can fully participate in all school activities, sports teams, programs, and use of facilities, such as restrooms, and lockers room, that match their gender identity. HSHMC understands our responsibility for the success and well-being of all students, including those who identity as transgender. Students who identify as transgender are encouraged to meet with Dr. Dominique Smith so that HSHMC can ensure the safety and inclusion in all school activities.

DROWNING PREVENTION – AB 1445

California Assembly Bill 1445 (The Neng Thao Drowning Prevention Safety Act) This bill would authorize specified organizations to provide informational materials, in electronic or hardcopy form, to a public school regarding specified topics relating to drowning prevention. The bill would authorize, beginning with the 202425 school year, upon receipt of the informational materials, a public school to provide the informational materials to parents, legal guardians, or caregivers of pupils at the time the pupil enrolls at the school and at the beginning of each school year.

FOSTERING A LEARNING COMMUNITY AT HSHMC

SCHOOL CELL PHONE POLICY

In accordance with California state law and San Diego Unified School District policy, students must keep cellphones off or silenced and stored away during all classes, unless a teacher gives permission for academic use. This supports a focused and productive learning environment.

Permitted Use:

- Phones may be used before school, after school, and during breaks in common areas, but use should never disrupt others.

Prohibited Use:

- No unauthorized photos, videos, or content sharing
- No harassment or bullying via phone
- No phone use during tests unless allowed

Parent Contact to Students During the School Day:

- To minimize disruptions, parents should call the front office for urgent messages instead of texting or calling students directly during class time.

Violations:

- 1st Offense: Phone is locked in a Yondr pouch for the period; parent notified
- 2nd Offense: Phone is held until the end of the day; parent notified

Responsibility:

Students must follow the policy, teachers enforce it, and families are expected to support it. Students/families are responsible for damaged or lost Yondr pouches ($50 replacement cost).

REVIEW AND REVISIONS

This policy will be reviewed annually by the school administration and may be revised as necessary to address emerging issues and technological advancements.

HSHMC STUDENT COMPUTER POLICY

PURPOSE

Computers provide important functionality for specific purposes, allowing students to have a computing resource at hand for completing academic tasks and succeeding in their learning. Along with the privilege of using an HSHMC owned computer comes additional responsibility to safeguard them from potential theft or damage. If a computer is stolen or lost there are additional security implications for any data that might have been stored on that computer. This policy addresses actions that must be taken in order to minimize the risk of theft of or damage to an HSHMC-owned computer and the associated costs.

All HSHMC-owned computers are governed by this policy including systems made available as primary workstations, assigned within a department, or purchased through grant dollars for specific projects. The purpose of this policy is to govern the use and liability of HSHMC-owned computer equipment. This policy should be read and thoroughly understood prior to acquiring, and continuing the use of an HSHMC-owned computer.

SCOPE

This policy is applicable to all HSHMC students who are using computers assigned to them by HSHMC. HSHMC-owned computers may be used for the following school-related purposes, including but not limited to:

- Using the computer as the primary workstation computer on campus.
- Using the computer as part of school sponsored clubs and extracurricular activities.
- Using the computer to make a presentation on or off campus.
- Using the computer for any other academic related task.

In addition, the policies in the *Data Security* section apply to both HSHMC-owned computers and privately owned computers that connect to the school's systems.

LIABILITY

- All students are personally responsible for the security and safety of their assigned computer.
- A student may be responsible for partial or full cost if the computer is damaged or made inoperable by gross misuse or negligence at the discretion of administration.
- Failure to follow this policy and these procedures may result in disciplinary action at the discretion of administration. ● Students are

responsible for returning the laptop with normal wear and tear, yet in fully functional condition at the end of their enrollment in HSHMC.

- Families will be responsible for paying fees according to the following:
  - First damage/loss/theft incident – up to $100
  - Second damage/loss/theft incident – up to $300
  - Third incident – Up to $758 (full replacement)
  - Loss or Theft- Up to $758 (full replacement)

Failure to pay may lead to loss of laptop privileges, limited access to school technology, holds on grades, transcripts, or graduation clearance.

REPORTING DAMAGE

- Students must report physical damage to their assigned computers to the technology team immediately.
- Students should report to the technology team any suspicions of malicious activity on their assigned computer. This includes malware, spyware, or unwarranted browser add-ons that present odd behavior.

REPORTING LOSS

- In the case of an on-campus loss or theft the student should notify school administration immediately.
- In the case of an off-campus theft the student should immediately notify the appropriate law enforcement authority, and school administration. The student should provide administration with a copy of the report filed with law enforcement.

PHYSICAL PROTECTION AND REASONABLE CARE

- Each student is responsible for the security of their assigned computer, regardless of whether the computer is used in the school, at one’s place of residence, or in any other off campus location
- Students are expected to provide reasonable care and effort to protect the computer.
- Students assigned an HSHMC-owned computer must use the provided protective case to further protect the computer from physical, and wear and tear damage.
- If the case is damaged, the student should report it to the technology team for replacement.
- Students must only travel with their computer on school sponsored trips. The computer may not be transported as checked luggage on public transportation such as airplanes, trains, and buses. The student will keep the equipment in their possession at all times

while traveling. If a student will travel, they are responsible for securely storing their computer. Students may turn in their computer to the technology team for safekeeping while on personal travel. Computers should be labeled accordingly so in the event of a loss the equipment might be returned. All computers must have an HSHMC-provided identifying label.

- Students should be aware of their computer's surrounding area and be cautious of containers of liquid or other elements that may damage the computer if spilled.
- Special care should be taken with the security of the computer. Computers must not be left unattended in public areas. Students should not store computers in a car or car trunk, as severe temperatures may damage it, and the computer may be stolen if the car is broken into.

DATA SECURITY

- Students should not download, store, or record data that includes any personally identifiable information such as: student/faculty/staff/alumni/vendor Name, Address, SSN, account number, credit card number, etc unless the employee's role requires the possession and manipulation of such data. Should the computer be lost or stolen, this could be used for Identity Theft. The user is responsible for the security of all school data stored on, or carried with, the computer.
- Do not alter any system software or hardware configuration unless instructed to do so by the technology team. This includes any and all software applications.
  Additional application software should not be loaded onto the computer unless approved by the technology team, this includes VPN clients, torrent applications, and other Peer 2 Peer clients.
- Students should safeguard the device and data by ensuring the computer is "locked" or the user is logged off when not in use.
- Students are responsible for backing up their files using the Google Drive account provided by the school.

INVENTORY TRACKING AND DISPOSAL

- Upon graduation or un-enrollment, the computer and all peripherals need to be returned either to an administrator or the technology team on or before the last day of enrollment.
- School-owned computers are not for resale. All school-owned computers are to be returned for proper disposal by the technology team.

CODE OF ACADEMIC INTEGRITY

The students of HSHMC, united in a spirit of mutual trust and fellowship, mindful of the values of a true education and the challenges posed by the world, agree to accept the responsibilities for honorable behavior in all academic activities, to assist one another in maintaining and promoting personal integrity, and to follow the principles and procedures in this Code of Academic Integrity. Violations

of the Code of Academic Integrity may take several forms. For example, plagiarism is the "direct duplication, by copying (or allowing to be copied) another's work, whether from a book, article, Web site, another student's assignment, etc." Any of the following, without full acknowledgment of the debt to the original source, counts as plagiarism and violations of academic integrity:

Duplication in any manner of another's work during an exam, LMS (ex. Canva) discussion boards, projects, or other tasks;

- Allowing another to duplicate your work;
- Paraphrasing of another's work closely, with minor changes but with the essential meaning, form and/or progression of ideas maintained;
- Piecing together sections of the work of another into a new whole;
- Producing assignments in conjunction with other people (e.g., another student, a tutor), which should be your own independent work.

HSHMC uses TurnItIn, an originality checking program, to provide feedback to students, assist with revisions, and prevent the kinds of plagiarism listed above. Students are encouraged to screen their written work prior to submission using this service to improve their writing and prevent plagiarism.

Consequences for not following the academic code of integrity may include receiving a zero on the assignment, meeting with the Dean of Academic Affairs, completing further instructional tutorials, failing the exam or course, and/or further disciplinary action. Restorative practices are viewed as the first and proactive measure for addressing problems with plagiarism.

ARTIFICIAL INTELLIGENCE

During the 2022–23 school year, artificial intelligence (AI) evolved from an experimental technology few had heard of into readily available technology that has become widely used by educators and students. There are many ways educators can use AI that may positively revolutionize education to benefit classroom instruction, support data use and analysis, and aid in decision-making. Major disruptions, however, will accompany the biggest potential upsides of AI for education, and schools will need time for thoughtful consideration to avoid some of the worst possible pitfalls.

The U.S. Department of Education's Office of Educational Technology (OET) released a new report, "Artificial Intelligence (AI) and the Future of Teaching and Learning: Insights and Recommendations" that summarizes the opportunities and risks for AI in teaching, learning, research, and assessment based on public input. This report is part of the Biden-Harris Administration's ongoing effort to advance a cohesive and comprehensive approach to AI-related opportunities and risks.

The report addresses the clear need for sharing knowledge, engaging educators and communities, and refining technology plans and policies for AI use in education. It recognizes AI as a rapidly advancing set of technologies that can enable new forms of interaction between educators and students, help educators address variability in learning, increase feedback loops, and support educators. It also outlines risks associated with AI—including algorithmic bias—and the importance of trust, safety, and appropriate guardrails to protect educators and students. In considering this report, HSHMC has developed the following guidelines for the ethical and appropriate use of artificial intelligence (AI) and AI-powered tools within the High School Health Sciences High and Middle College (HSHMC) environment, ensuring its deployment aligns with the school's educational goals, values, and commitment to student privacy and safety.

1. **General Principles**
   - 1.1. **Ethical Use**: AI must be used ethically, upholding the values of honesty, integrity, and respect for all individuals. Discrimination or bias via AI is strictly prohibited.
   - 1.2. **Educational Purpose**: AI tools or applications used should have a direct educational purpose. They should support, rather than replace, the traditional learning process.
   - 1.3. **Transparency**: Students should have a clear understanding of how AI tools work, especially if they affect their educational outcomes.
2. **Specific Guidelines**
   - 2.1. **Classroom and Homework Use**:
     - 2.1.1. Students must seek approval from their teachers before using AI tools to assist with assignments or projects. 2.1.2. AI should be viewed as a supplementary resource, and students should ensure they understand the material rather than merely relying on AI-generated answers.
     - 2.1.2. **Data Privacy**:
     - 2.2.2. Students should be cautious when sharing personal data with AI platforms and seek guidance if unsure.
     - 2.2.3. Utilizing AI tools to access, share, or manipulate another student's data without consent is strictly prohibited.
   - 2.3. **Bias and Fairness**:
     - 2.3.2. Students are encouraged to critically assess AI tools for any biases and discuss findings with teachers or peers for a holistic understanding.
   - 2.4. **Safety and Digital Well-being**:
     - 2.4.2. Students should report any AI tool or platform that seems invasive, manipulative, or inappropriate to school authorities.
     - 2.4.3. They are encouraged to balance their screen time, ensuring AI interactions do not negatively impact their physical and mental well-being.
   - 2.5. **Collaboration and Sharing**:
     - 2.5.2. While AI can enhance group projects, all students in a group must be aware and in agreement of its usage.
     - 2.5.3. Students should give credit to AI tools used in projects or assignments, similar to any other resource.
3. **Training and Awareness**
   - **3.2.** HSHMC will offer periodic workshops and guidance sessions to educate students about the safe and beneficial use of AI in an educational context.

4. **Violations**
   - **4.2.** Violations of this policy may result in academic penalties, restricted access to school tech resources, or other appropriate disciplinary actions, as determined by school administrators and in line with HSHMC's general disciplinary policies.

INTERNET AND ELECTRONIC MAIL USAGE

We are pleased to offer the students of HSHMC access to the school computer network for electronic mail and Internet access. Access to e-mail and the Internet will enable students to explore thousands of libraries and databases, while exchanging messages with Internet users throughout the world. Families should be warned that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate, or potentially offensive to some people. While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well. We believe that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages.

But ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information resources. To that end, HSHMC supports and respects each family or guardian’s right to decide if their child should not have Internet access. Your signature of the student handbook grants permission for your child to access the Internet. HSHMC staff will teach and promote students’ responsibilities to use the Internet appropriately and safely, which includes immediately backing out of inappropriate sites that might pop up during web searches and reporting inappropriate pop-ups. Students will be held accountable if they intentionally visit or utilize inappropriate websites.

INTERNET AND E-MAIL RULES

Students are responsible for good behavior on school computer networks just as they are everywhere in the school environment. Communications on the network are often public in nature. General school rules for behavior and communications apply.

The network is provided for students to conduct research, complete assignments, and communicate with others about academic and school matters. Access to network services is given to students who agree to act in a considerate and responsible manner. Access is a privilege – not a right. Access entails responsibility. Networks are limited in bandwidth and HSHMC must ensure that our network is first and foremost used to support our academic program. Therefore, downloading of non-instructional games, programs, and other media is not permitted on campus. In addition, to the extent possible, students are encouraged to download educational programs, web casts, and other large files from home or other non-school settings in order for our network to limit the demand of our server.

Individual users of the computer networks are responsible for their behavior and communications over these networks. It is presumed

that users will comply with school standards. Beyond the clarification of such standards, HSHMC is not responsible for restricting, monitoring, or controlling the communications of individuals utilizing the network.

Network storage areas may be accessed by network administrators to review files and communications to maintain system integrity and to ensure that users are using the system responsibly. Users should not expect that files stored on HSHMC servers will always be private. Within reason, freedom of speech and access to information will be honored.

The following are not permitted:

- Sending or displaying offensive messages or pictures.
- Using obscene language.
- Harassing, insulting or attacking others.
- Damaging computers, computer systems, computer networks, or digital files and records.
- Violating copyright laws.
- Using another's password.
- Trespassing another's folders, work or files.
- Intentionally wasting limited resources.
- Employing the network for commercial purposes.
- Using proxies to circumvent HSHMC security parameters.

Violations may result in a loss of access as well as other disciplinary or legal action, including suspension and/or expulsion, as detailed in Education Code 48900.

Intellectual Property Agreement

All intellectual property that is generated at school or related to school, including, without limitation, all equipment, documents, books, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by any student in the course of learning at HSHMC, belong to HSHMC

CODE OF CONDUCT: RESPECT FOR SELF AND OTHERS

HSHMC students and staff are expected to respect others and support teaching and learning. Prohibited behavior includes offensive language, ignoring a staff request, threats, slander, sexual harassment or misconduct, lying, theft, and fighting. Willfully causing physical or emotional harm to another member of the HSHMC community, including bullying and cyber-bullying, will lead to further disciplinary action. Any student who steals from the school, another student, or a staff member will be subject to further disciplinary action.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexually harassing behaviors are not acceptable at any time and may be grounds for expulsion at HSHMC. Any unwelcome conduct directed toward a student or employee because of gender, sexual orientation, gender identity, or gender expression may constitute sexual harassment. Examples of sexually harassing behaviors may include inappropriate touching, verbal comments about a person's body or gender, name calling, spreading sexual rumors about a person verbally, through graffiti, e-mail, notes, or social networking sites. Suggestive gestures or sounds, pranks such as pulling down a person's pants/skirt or pulling on the waistband of a person's underwear, and sexual assault (from groping to rape). Students are responsible for immediately reporting concerns, issues, and incidents that relate to sexual harassment. Sexual harassment may result in further disciplinary action. Reports will be handled and tracked by Dr. Dominique Smith.

No one is to injure, destroy, deface or trespass on school property. A clean environment is important to all. Vandalism will be dealt with severely and may result in further disciplinary action. All students and staff are urged to treat the building with care and respect.

Parents/guardians will be responsible for paying for any damage done to the building or school property by their child. People with any information about damage done to the building or its contents should report it to the school dean or principal. Writing or spraying inappropriately on or around campus (graffiti), carving on school furniture and/or building fixtures, breaking a window, destroying equipment or damaging materials are all infringements on the right to the HSHMC community.

Guns, knives, explosives, or weapons of any type are not permitted in the school, on the campus, or at any off or on campus school function. Violations can lead to suspension or in some cases an expulsion hearing.

Drugs, alcohol, and smoking are prohibited in the school, on the campus, or at any off or on campus school function. Violations can lead to further disciplinary action.

Cell phones, smartphones, pagers and/or beepers, PDAs, iPods, digital/camera phones, tablets, and similar devices must be used in a way that is consistent with the school phone policy, the code of behavior, and the code of academic integrity. Failure to comply with these school policies will result in suspension of the use of personal electronics. Repeated failure to comply with the phone policy can result in further disciplinary action. HSHMC is not liable for these devices if they are lost or stolen. By signing this handbook, you acknowledge that personal electronics are brought to school at your own risk.

The administration of HSHMC reserves the right to search any student and that student's personal belongings while on school grounds or at any school activity when such a search is necessary to maintain order, discipline, and safety. If possible, the student's consent prior to the search will be obtained but is not necessary when the administration has reasonable cause or suspicion. We reserve the right to contract with security services, including search dogs, in order to add to the safety of our campus and to keep it free from contraband. In some circumstances, these services may result in the need to reasonably search a student. By signing this handbook HSHMC is granted prior consent to search for contraband and harmful or dangerous substances. In determining whether there is reasonable cause, the following factors will be taken into account: the prevalence and seriousness of the problem; the need to avoid delay; and the probable value and reliability of information on which suspicion is based.

HSHMC believes that all students have a right to a safe and healthy school environment. The school and community have an obligation to promote mutual respect, tolerance, and acceptance. Specifically, *Education Code* 30Section 220 prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, actual or perceived nationality, ethnicity, or immigration status, or any other characteristic that is contained in the definition of hate crimes as described in Penal Code Section 422.55.

HSHMC will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate, harass, or bully another student through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; social isolation or manipulation, and misuse of digital and social media to cause similar harm (cyber bullying).

HSHMC expects students and staff to immediately report incidents of bullying and cyberbullying to the school principal. Staff who witness such acts take immediate steps to intervene when safe to do so. Each complaint of bullying or cyberbullying shall be promptly investigated and tracked in order to monitor and intervene. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity. The school offers an anonymous reporting service for students who are being bullied or who have witnessed bullying.

To ensure bullying and cyberbullying does not occur on our school campus, HSHMC provide staff development training in bullying prevention and cultivate acceptance and understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment.

Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

HSHMC has adopted a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus. The Student Code of Conduct includes, but is not limited to:

- Any student who engages in bullying or cyberbullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying or cyberbullying, whether as a victim or as a witness, to the school principal.
- Students can rely on staff to promptly investigate each complaint of bullying and cyberbullying in a thorough and confidential manner.
- If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the school principal.
- The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

The procedures for intervening in bullying and cyberbullying behavior include, but are not limited, to the following:

- All staff, students and their parents will receive a summary of this policy prohibiting intimidation and bullying or cyberbullying: at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.
- The school will make reasonable efforts to keep a report of bullying and cyberbullying and the results of investigation confidential.
- Staff who witness acts of bullying or cyberbullying shall take immediate steps to intervene when safe to do so. People witnessing or experiencing bullying are strongly encouraged to report the incident; such reporting will not reflect on the target or witnesses in any way.
- Students can rely on staff to promptly investigate each complaint of bullying and cyberbullying in a thorough and confidential manner. A timeline to investigate and resolve complaints of discrimination, harassment, intimidation, or bullying will be developed.

DISCIPLINARY CONSEQUENCES

The purpose of disciplinary action at HSHMC is to ensure that both individual students and the HSHMC community stay focused on growth and learning and cause no harm to themselves or others. Prompt resolutions of the problem or issues are expected. Discipline may include a conference and warning to the student, parent/guardian notification, and a written commitment by the student to improve his/her behavior and/or performance. In addition, depending on the nature of the infraction and the student's past performance, any or all of the following consequences may be appropriate:

SUSPENSION/EXPULSION

HSHMC regards suspension and expulsion as a last resort. As such, our first and proactive response is to implement restorative practices that seek to restore relationships that have been violated, property that has been damaged, and to repair the school culture. Our goal is to maximize time spent learning for each student. However, in some cases restorative practices may not be sufficient or appropriate due to the nature of the violation.

Student discipline is a critical factor in maintaining a safe environment for students and staff. Many student discipline issues are resolved through one-to-one counseling with a teacher, counselor or school administrator.

While it's important that students be held accountable for their conduct, it is equally important that students and families know of their right to appeal and understand the appeal process in order to be better prepared for it. Criteria for suspension and expulsion of students are consistent with all applicable federal statues and state and federal constitutional provisions. Governing law includes *the procedures by which pupils can be suspended or expelled—California Education Code Sections 48900 and 48915.* In addition, attention is focused on ensuring due process for students and their families. HSHMC follows expulsion and suspension guidelines as outlined in its charter. All related hearings will conform to the state and federal laws regarding discipline, special education, confidentiality, and access to records (IDEA 2004, California Education Code 47605). The school Principal may suspend students who fail to comply with these policies at any time. Students who habitually fail to comply with these policies and/or who present an immediate threat to health and safety may also be suspended and referred for expulsion to the HSHMC

Governing Board upon recommendation of the School Principal.

GROUNDS FOR SUSPENSION AND EXPULSION OF STUDENTS
A student may be suspended or expelled for prohibited misconduct if the act is related to a school activity or school attendance, occurring at the School or at any other school, or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

ENUMERATED OFFENSES
These enumerated offenses reflect 2015 changes to California Education Code 48900:

A pupil shall not be suspended from school or recommended for expulsion, unless the Executive Director or Principal of the charter school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
(2) Willfully used force or violence upon the person of another, except in self-defense.
(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the school principal.
(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind. (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
(e) Committed or attempted to commit robbery or extortion.
(f) Caused or attempted to cause damage to school property or private property.
(g) Stole or attempted to steal school property or private property.
(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil’s own prescription products.
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.
(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both. (p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

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

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings: (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property. (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health. (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance. (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

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

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile"

means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

a. (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs. (s)

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or school principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

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

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases. (v) For a pupil subject to discipline under this section, a superintendent of the school district or school principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

NOTICE TO PARENTS/GUARDIANS

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

EXPULSIONS

I. EXPULSION HEARINGS

If the school principal (or designee) determines that consideration of expulsion is warranted, either the principal (or designee if in his/her/their sole discretion determines that another neutral hearing officer should hear the matter) will hold an expulsion hearing where

one of the school principals (or designee) shall serve as the hearing officer ("Hearing Officer"). The student shall have the right to representation and the right to present evidence at the expulsion hearing. The Hearing Officer shall consider evidence and/or testimony as appropriate and shall render a decision that shall be in the best interests of the student and the HSHMC school community.

If the Hearing Officer determines that a student is to be expelled, the Hearing Officer shall inform the student's parents/guardians of his/her determination in writing including the reasons for expulsion ("**Expulsion Determination Letter**"). The hearing officer's written notification to the parents/guardians shall also include information about the appeal and due process rights in regard to the hearing officer's determination.

II. RIGHT TO APPEAL HEARING OFFICER'S DETERMINATION

The parents/guardians (or, if at least 18 years of age, the student) shall have ten (10) days from the Hearing Officer's Expulsion Determination Letter to submit a written request of appeal ("**Written Appeal Request**") to the Chief Executive Officer ("**CEO**") of HSHMC.

In response to the Written Appeal Request, the CEO shall convene a committee of at least four members including at least one board member. The committee may consist of up to two members of the HSHMC Board, principal, a vice principal, the Dean of Students, and the CEO of HSHMC or designee(s). The committee members appointed will be knowledgeable about HSHMC's basis for expulsion and the procedures regarding expulsion. The committee shall have the right to rescind or modify the expulsion. The committee shall convene a hearing on the appeal within ten (10) school days of receipt of a timely written request for an appeal. At the hearing on the appeal, the student shall have the right to representation and the right to present evidence. The committee will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interests of the student and HSHMC. That decision shall be final.

DRESS CODE

The purpose of the HSHMC dress code is to foster a professional, safe, and respectful environment at school. The dress code is in effect during school hours. The dress code applies to field trips, site visits, academic internships, and other school-related activities, unless the supervising adult informs the students otherwise. When a student fails to demonstrate that their alternative clothing selections are appropriate for school, **a parent meeting will be scheduled to develop a plan of action**. We want you to be respectful of yourself and those around you.

In all cases, students are expected to dress in ways that meet the following guidelines:

- Text or clothing that promotes violence, vulgarity, alcohol, tobacco, or drugs is prohibited.
- Beach sandals and similar footwear are not allowed during internships.
- Hats, hoods, and bandannas are acceptable if they do not interfere with learning or represent gang activity.

Appropriate attire for academic internships varies by workplace and may be different than required by the HSHMC dress code. For

example, internship sites require that all students wear hospital scrubs and closed toed shoes. Artificial fingernails are prohibited due to infection control regulations. In addition, students with body piercings will not be allowed to wear jewelry in visibly pierced areas (other than small earrings) when attending internships.

CONSEQUENCES FOR DRESS CODE VIOLATION

Parents/guardians of a student who violates the dress code will be notified immediately. Students who fail to exercise clothing choices that are appropriate for school will lose his or her opportunity to vary from a strict interpretation of the dress code for at least one week. After one infraction of the dress code, the student will be asked to come to school for one week in a collared white shirt and long khaki pants or shorts. Any infraction thereafter will result in at least two weeks of wearing the official school uniform. Students who violate the dress code are not allowed on campus unless the student is wearing this uniform. Repeated infractions will also be grounds for further disciplinary action.

HSHMC STUDENT ON-CAMPUS EXPECTATIONS

BACKPACKS

HSHMC prides its ability to provide backpacks to its students for both personal and academic use if a child cannot afford one or needs a replacement. In-class leaning is extremely important and the use of backpacks to hold electronic and other personal equipment is essential to bring to school each and every day. BACKPACKS will be required to stay in the classroom when a student leaves to use the restroom during class time to ensure safety both of personal affects and to reduce the ability to potentially make poor decisions by having non-school items in their bags.

TARDY FROM LUNCH

Punctuality is imperative during each period, each day. If not required to attend tutorials, HSHMC students are given a 50-minute lunch period and they are able to travel within a four-block radius to purchase food and/or snacks during their lunch time. Students are required to be in class starting at 12:15p to ensure accurate attendance tracking and readiness to learn. If a student returns late from lunch, a tardy slip must be retrieved from the front desk and off-campus lunch privilege will be suspended for the next day. During this time, students will be required to attend lunch tutoring with a staff member. Additionally, an autodialer will be sent home informing families if their child is absent from their third period class for communication purposes.

OFF CAMPUS PASSING PERIOD

HSHMC has a four period bell schedule with each period totaling one and a half hours. After each period, students will be given a five-minute passing period to use the restroom or talk with teachers. During this time, students are not allowed to travel off campus for any reason as breakfast and snacks are provided on campus at all times. If a student leaves campus during this time, a phone call home

will be made and their off campus lunch privilege will be suspended either the day of, or the day following, depending on the time the student left campus.

BUILDING ACCESSIBILITY

HSHMC offers an open and welcoming facility to students, families, and community members. The doors of the school will open promptly at 7:30a. Until that time, students are able to sit at the brown benches near our parking structure or pending inclement weather students will have access to the building at 7:00a. School dismissal is at 3:20p with teachers on campus until 3:30p or later if meetings with students are scheduled. Students are invited to stay on campus until 5:00p but will be required to stay in our cafeteria. In addition, Kippy's Sportsplex will be open until 4:00p for recreational purposes.

OTHER DETAILS ABOUT HSHMC

STUDENT AND PARENT/GUARDIAN MEDIA RELEASE AGREEMENT

Oftentimes during the school year, HSHMC holds or takes part in events in which the news media and publishing sources feature the school and its students in print and electronic press, including interviews, pictures, books, video, and other media outlets. HSHMC reserves the right to make, produce, reproduce, exhibit, distribute, publish, and transmit by means of live broadcast, videotape, photograph, electronic storage, and print any student's name, grade, voice, picture, likeness, and actions as an individual in connection with these school activities. By signing this handbook, you give parental consent for your child to participate in any and all of these events for the promotion, advertisement, and benefit of HSHMC and its staff.

FIELD TRIP DRIVER INSURANCE VERIFICATION

Parents/guardians volunteering to drive for a school field trip will be asked to provide the following information: (Forms are available at the school's front office.)

- Parent/Guardian Name
- Address
- Telephone Number
- Driver's License Number
- Make of Vehicle, Model and Number of seatbelts in car
- Insurance Company, Policy Number and Expiration date

Minimum liability recommended by HSHMC to be carried by field trip drivers is a combined single limit of $300,000 for bodily injury, property damage, and uninsured motorists.

While we appreciate your offer to drive, we need to point out that the legal responsibility while the vehicle is being used to

transport students rests entirely upon the registered owner of the vehicle. The parent or guardian understands that the school's liability insurance does not cover their vehicle, but only students on a required field trip and students participating in approved after-school activities. The parent or guardian understands that any other children of the driver are not covered by the school's insurance. They may be covered by the driver's insurance.

By law the number of people in the vehicle should total no more than the number of seats and seatbelts with maximum of eight passengers, including the driver.

Everyone in the vehicle, including the driver, must wear seatbelts. There are no exceptions to this requirement.

TRANSPORTATION

Unless a special arrangement for transporting students to and from school is contracted and signed by both home and school, HSHMC is not responsible for home/school transportation. However, it is the responsibility of parents/guardians to review and decide on a reliable safe means of transport. We will help families connect to other families to establish carpools and means of transportation. Any arrangements and responsibilities for the transportation of students to and from internship sites or community college classes will be communicated through signed permission agreements.

STUDENT DRIVERS

Students who drive their own vehicles to and from school must comply with all school rules and California state law. Student drivers must remain on campus during school days, including the lunch period. Student drivers may not leave campus in their cars to run errands or pick up lunch. Failure to follow these rules will result in an immediate disciplinary meeting. *Please note: We have an allocation of parking spaces, and students must obtain permits to use one of those spaces.*

PARKING

Students will be issued parking permits in HSHMC parking spaces on a space available basis. Forms, parking permits, and ID tags for student drivers can be obtained from Dr. Oscar Corrigan.

Students who drive to and from school will be asked to provide the following information in order to obtain a permit:

- Name of student and signature
- Student's Driver's License number
- Parent/Guardian name and signature
- Car make and model and license plate number of each vehicle the student may be driving
- Automobile Insurance Policy Number and expiration date

STUDENT PASSENGERS

State law requires that drivers under 18 refrain from transporting passengers under 20 years of age at any time, for the first twelve months after receiving a license. In addition to this law, HSHMC students are not allowed to drive unrelated students to their academic internships or community college classes.

We, the undersigned, acknowledge receiving a copy of the 2026-2027 HSHMC Student Handbook. We agree to read and discuss the Student Handbook as soon as possible, and will contact HSHMC administration if questions or concerns arise. We agree to follow the guidelines and policies set forth in the Student Handbook.

Health Sciences High & Middle College ("HSHMC") does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX of the Education Amendments of 1972, including in admission and employment. HSHMC has designated the following individual as its Title IX Coordinator:

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

To report information about conduct that may constitute sex discrimination under Title IX or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator. Inquiries about the application of Title IX may be referred to the Title IX Coordinator or to the Office for Civil Rights at the U.S. Department of Education, or both. HSHMC's Title IX Sex-Based Nondiscrimination Policy and Grievance Procedures are available on the school's website at: https://hshmc.org/title-ix/

_____ _____ _____ Student Name (Print) Student Signature Date

_____ _____ _____ Parent/Guardian Name (Print) Parent/Guardian Signature Date

Coversheet

2026-2027 Student Discipline Policy

Section: IV. Consent Agenda
Item: Q. 2026-2027 Student Discipline Policy
Purpose:
Submitted by:
Related Material: Q - Suspension_Expulsion Policy For Board Approval 8-19-2026.pdf

Suspension/Expulsion Policy
(For Board Approval 8/19/2026)

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 statues 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.

(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).

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

Expulsion Hearing Structure

Expulsion hearings shall be conducted by a **duly authorized Administrative Hearing Panel**, rather than the Governing Board.
The Governing Board does not directly participate in expulsion hearings, does not hear testimony, and does not deliberate on evidence presented in individual cases.
This structure ensures timely hearings, protects student due process rights, and avoids delays associated with Governing Board meeting schedules.

Authorization of Administrative Hearing Panels

The Governing Board authorizes the **Chief Executive Officer (CEO)** or designee to:

- Appoint one or more Administrative Hearing Panels;
- Ensure panel members are trained, impartial, and free from conflicts of interest; and
- Support the scheduling and conduct of expulsion hearings in compliance with applicable timelines and due process requirements.

Role of the Governing Board

The Governing Board's role is limited to governance and oversight and includes:

- Adoption of student discipline policies and administrative regulations;
- Authorization of Administrative Hearing Panels;
- Receipt of written findings and decisions;
- Exercise of appeal or review authority, if provided by policy; and
- Annual oversight of discipline and expulsion procedures.

The Governing Board shall not:

- Sit as the hearing body;
- Hear testimony or review evidence in real time; or
- Delay the scheduling, conduct, or effectiveness of expulsion decisions.

Role of the Principal or Administrative Designee

The Principal or Administrative Designee is responsible for:

- Investigating alleged misconduct;

- Implementing and documenting Other Means of Correction pursuant to §48900.5;
- Determining when expulsion may be warranted; and
- **Making a written recommendation for expulsion** to the Administrative Hearing Panel

The Principal or Administrative Designee **may serve as the Case Presenter** at the expulsion hearing. When serving as Case Presenter, the role is limited to presenting factual information and evidence. The Case Presenter shall not advocate for expulsion or participate in deliberations.

Expulsion Hearing Scheduling & Timelines

A. Notice of Hearing

Pursuant to **Education Code §48918(a)**, following a recommendation for expulsion, HSHMC shall provide written notice of the expulsion hearing to the student and parent/guardian.

B. Hearing Timelines

- The expulsion hearing shall be scheduled and held within **30 school days** after the recommendation for expulsion, unless:
  - the student or parent/guardian requests a postponement; or
  - the student or parent/guardian agrees to a later date.
- The student or parent/guardian has the right to request that the expulsion hearing be held within **10 school days** of receipt of the notice of hearing.

Administrative Scheduling Authority

Expulsion hearings are scheduled administratively by the **Chief Executive Officer (CEO), Principal, or designee** and are **not dependent on the Governing Board meeting calendar**.
The use of an Administrative Hearing Panel ensures that hearings are conducted promptly, student due process rights are protected, and hearing timelines are not delayed by the frequency or timing of Governing Board meetings.

Expulsion Hearing Procedures

Expulsion hearings shall be conducted by an Administrative Hearing Panel in accordance with Charter School procedures and due process requirements.

- The Case Presenter presents factual evidence only.
- The student and parent/guardian are afforded all rights provided by law.
- Attendance records, prior discipline history, and other contextual information shall **not** be reviewed unless and until findings are made and shall be used only for disposition and rehabilitation planning.

Decision-Making Authority

The Administrative Hearing Panel shall:

- Determine whether the alleged conduct occurred;
- Decide whether expulsion is ordered; and

- Establish rehabilitation and readmission requirements pursuant to §48916.

Evidence Standard

Findings shall be supported by **substantial evidence** and shall **not be based solely on hearsay**.

Effectiveness of Expulsion Decision

When an expulsion hearing is conducted by an Administrative Hearing Panel, the **expulsion decision is effective upon issuance of the Panel's written findings and decision**.

The effectiveness of the expulsion decision shall not be delayed pending Governing Board review, ratification, or appeal, if any.

Any subsequent action by the Governing Board shall be limited to governance oversight, ratification, modification, or appeal review as permitted by Education Code §48918 and shall not constitute a rehearing or delay the effectiveness of the expulsion decision.

Subpoenas and Sworn Declarations

The Administrative Hearing Panel may issue subpoenas and consider sworn declarations as permitted by law.

Record of Hearing

A record of the expulsion hearing shall be made and maintained. The record may be preserved by electronic recording or other means sufficient to permit preparation of a reasonably accurate written record if required.

Role Separation & Conflict-of-Interest Safeguards

- Individuals involved in investigation or recommendation shall not participate in deliberations;
- SDRC members shall not serve as decision-makers in the same case; and
- All hearing roles shall be identified prior to the hearing.

Educational Placement Following Expulsion

HSHMC shall ensure that students who are expelled are provided with educational options as required by applicable law.

Decisions regarding post-expulsion educational placement, if any, shall be made separately from the expulsion determination and in accordance with applicable policies governing such placements.

Nothing in this regulation shall be construed to require or guarantee any specific educational placement following expulsion.

Recordkeeping

All expulsion documentation shall be maintained in the student's educational record in accordance with applicable law.

Agreement and Stipulation in Lieu of Expulsion Hearing

In lieu of proceeding to an expulsion hearing, HSHMC may enter into a **written Agreement and Stipulation for Expulsion** with the student and parent/guardian, provided that all of the following conditions are met:

1. **Voluntary Agreement**
   The student and parent/guardian **voluntarily agree**, in writing, to waive the right to an expulsion hearing after being fully informed of all procedural rights afforded under Education Code §48918.
2. **Written Recommendation and Legal Basis**
   The Agreement and Stipulation shall identify:
   - The **specific sections of the California Education Code** under which expulsion is recommended; and
   - A statement that the recommendation is based on **evidence obtained during the investigation and/or the student's admission**.
3. **Statement of Conduct**
   The Agreement and Stipulation shall include a written description of the **suspendable and/or expellable conduct** that forms the basis for the expulsion recommendation.
4. **Parental Notification**
   The Principal or Administrative Designee shall document that the **parent/guardian was informed of the reasons for the expulsion recommendation** prior to execution of the Agreement and Stipulation.
5. **Waiver of Hearing Rights**
   The Agreement and Stipulation shall include an express acknowledgment that the student and parent/guardian:
   - Understand the right to an expulsion hearing;
   - Understand the procedural safeguards associated with such hearing; and
   - Knowingly and voluntarily waive those rights.
6. **No Coercion or Conditioned Enrollment**
   Execution of an Agreement and Stipulation for Expulsion shall not be coerced and shall not be required as a condition of enrollment, re-enrollment, or access to educational services.
7. **Decision and Effectiveness**
   Upon execution of a valid Agreement and Stipulation, the expulsion shall be deemed **effective as of the date specified in the agreement**, without the need for a formal expulsion hearing.
8. **Rehabilitation and Readmission**
   Any Agreement and Stipulation for Expulsion shall include:
   - Rehabilitation requirements consistent with Education Code §48916; and
   - Information regarding eligibility and procedures for readmission.
9. **Board Oversight**
   Agreements and Stipulations for Expulsion shall be reported to the Governing Board for oversight purposes in accordance with Charter School procedures, without disclosure of confidential student information.

Appendices and Addenda

The Chief Executive Officer (CEO) or designee is authorized to adopt, revise, and maintain **appendices and addenda** to this policy, including but not limited to forms, notices, checklists, scripts, and templates, provided such materials are consistent with applicable law and Governing Board policy.
Appendices and addenda are **incorporated by reference** into this Administrative Regulation and shall be used to implement the procedures described herein. Revisions to appendices and addenda shall not require Governing Board approval unless otherwise required by law or Board policy.

- **Appendix A** – Expulsion Hearing Notice & Procedural Safeguards
- **Appendix B** – Expulsion Hearing Script
- **Appendix C** – Agreement and Stipulation for Expulsion

Appendix A- Expulsion Hearing Notice & Procedural Safeguards

NOTICE OF EXPULSION HEARING AND STATEMENT OF PROCEDURAL SAFEGUARDS

Health Sciences High and Middle College
Date of Notice: _____
To:
Parent/Guardian of **[Student Name]**
Address: _____

Re: Notice of Expulsion Hearing for [Student Name]

Dear Parent/Guardian,
This letter serves as formal notice that **[Charter School Name]** has recommended expulsion for **[Student Name]** and that an expulsion hearing will be conducted pursuant to **California Education Code §48918**.

I. Hearing Information

(Ed Code §48918(b)(1))
Student Name: _____
Date of Birth: _____**Grade:** _____
Date of Expulsion Hearing: _____
Time: _____
Location / Format: ☐ In Person ☐ Virtual ☐ Hybrid

- Location or Access Information:

Hearing Conducted By: Administrative Hearing Panel
Presiding Officer: _____
The Governing Board will **not** conduct the hearing and will **not** hear testimony.

II. Statement of Specific Facts and Charges

(Ed Code §48918(b)(2))
The proposed expulsion is based on alleged violations of the California Education Code, including the following sections (as applicable):
☐ §48900(a) ☐ §48900(b) ☐ §48900(c) ☐ §48900(d) ☐ §48900(e)
☐ §48900(f) ☐ §48900(g) ☐ §48900(h) ☐ §48900(i)
☐ §48900(j) ☐ §48900(k) ☐ §48900(l) ☐ §48900(m)
☐ §48900(n) ☐ §48900(o) ☐ §48900(p) ☐ §48900(q)
☐ §48915(c)(1) ☐ §48915(c)(2) ☐ §48915(c)(3)
A **written expulsion recommendation describing the specific facts and charges** upon which the proposed expulsion is based is **enclosed with this notice** or available upon request.

III. Disciplinary Rules

(Ed Code §48918(b)(3))
A **copy of the Charter School's disciplinary rules** that relate to the alleged violation is available upon request.

IV. Hearing Timeline Rights

(Ed Code §48918(a))
- The expulsion hearing will be held within **30 schooldays** of the recommendation for expulsion unless you request or agree to a later date.
- You have the **right to request**, in writing, that the hearing be held within **10 schooldays** of receipt of this notice.

V. Procedural Rights of the Student and Parent/Guardian

(Ed Code §48918(b)(5))
At the expulsion hearing, the student and parent/guardian have the right to:
- Appear in person at the hearing
- Be represented by **legal counsel or a non-attorney adviser**
- Inspect and obtain copies of **all documents** to be used at the hearing
- Confront and question **all witnesses** who testify at the hearing
- Question **all other evidence** presented
- Present **oral and documentary evidence**, including witnesses, on the student's behalf

The student or parent/guardian is **not required** to be represented by legal counsel or a non-attorney adviser at the hearing.

Special Procedural Safeguards — Sexual Assault or Sexual Battery Allegations

If the student is alleged to have committed or attempted to commit **sexual assault or sexual battery**:
- A complaining witness shall be given **five (5) calendar days' notice** before being called to testify;
- The complaining witness is entitled to have **up to two adult support persons** present during testimony, including but not limited to a parent/guardian or legal counsel;
- Support persons shall be admonished that the hearing is confidential;

- The Administrative Hearing Panel may remove a support person who is disrupting the hearing; and
- If a support person is also a witness, **Penal Code §868.5** shall be followed.

VI. Obligation to Notify Next School

(Ed Code §48918(b)(4) & §48915.1(b))
Please be advised that the **parent/guardian or student is required to notify any school in which the student subsequently enrolls of the student's expulsion or discipline status**, as required by law.

VII. Decision and Effectiveness

If the Administrative Hearing Panel orders expulsion:

- The decision is **effective upon issuance of the Panel's written findings and decision**.
- The decision is **not delayed** pending any subsequent Governing Board review, ratification, or appeal, if any.

VIII. Language Access & Translation Services

The Charter School is committed to ensuring meaningful access to the expulsion hearing process.
Please indicate your language needs below:
☐ I request written translation of documents
☐ I request an interpreter for the hearing
Preferred language: _____
☐ No language assistance is needed at this time

IX. Contact Information

If you have questions regarding this notice or the hearing process, please contact:
Name: _____
Title: _____
Phone: _____
Email: _____
Sincerely,
Authorized Designee
Health Sciences High and Middle College

Certificate of Service

I certify that this Notice of Expulsion Hearing and Procedural Safeguards was provided as follows:
☐ Delivered in person
☐ Sent by U.S. mail
☐ Sent by certified mail
☐ Sent electronically (if permitted)
Date of Service: _____

Name: _____
Title: _____
Signature: _____

Appendix B – Expulsion Hearing Script

EXPULSION HEARING

Health Sciences High and Middle College

I. Call to Order

Presiding Officer states:

"This expulsion hearing is now called to order on **[date]** at **[time]** regarding **[Student Name]**."

II. Introductions and Roles

Presiding Officer states:

"My name is **[Name]**, and I am serving as the Presiding Officer of the Administrative Hearing Panel.

Also present on the panel today are **[Panel Member Names]**.

The **Case Presenter** for the Charter School is **[Name and Title]**, who will present factual information related to the alleged conduct.

The student, **[Student Name]**, is present / not present.

The parent/guardian, **[Name]**, is present / not present.

The student is represented by **[Counsel / Non-Attorney Advisor / None]**."

III. Purpose and Authority of the Hearing

Presiding Officer states:

"The purpose of this hearing is to determine whether the alleged conduct occurred and, if so, whether expulsion is appropriate under California law and Charter School policy.

This hearing is being conducted by an **Administrative Hearing Panel** authorized by the Governing Board. The Governing Board is not conducting this hearing and will not hear testimony."

IV. Closed vs. Public Hearing

Presiding Officer states:

"This expulsion hearing is being conducted in **closed session**.

The student has the right to request that the hearing be conducted in public by submitting a written request at least **five (5) calendar days** prior to the hearing. No such request has been received / a request was received and addressed."

V. Procedural Safeguards and Rights

Presiding Officer states:

"The student and parent/guardian have the right to:

- Be present at the hearing
- Be represented by legal counsel or a non-attorney adviser
- Inspect and obtain copies of all documents to be used at the hearing
- Present evidence and witnesses
- Confront and question witnesses presented by the Charter School

The student or parent/guardian is not required to be represented by counsel."

VI. Special Safeguards (If Applicable)

Presiding Officer states (only if applicable):

"If the allegations involve sexual assault or sexual battery, additional statutory safeguards apply to complaining witnesses, including advance notice prior to testimony and the right to support persons during testimony, as required by law."

VII. Subpoena Authority

Presiding Officer states:

"The Administrative Hearing Panel has authority to issue subpoenas and to consider sworn declarations as permitted by law."

VIII. Record of Hearing

Presiding Officer states:

"A record of this expulsion hearing is being made and will be maintained in accordance with Charter School procedures."

IX. Evidence Standard

Presiding Officer states:

"Any findings made by the Administrative Hearing Panel must be supported by **substantial evidence** and shall **not be based solely on hearsay**."

X. Presentation of the Case

A. Case Presenter

Presiding Officer states:

"The Case Presenter may now present factual information and evidence related to the alleged conduct."

(Case Presenter presents evidence and witnesses.)

B. Student / Parent Response

Presiding Officer states:

"The student and parent/guardian may now respond, present evidence, and call witnesses."

C. Questions

Presiding Officer states:

"Panel members may now ask questions of the Case Presenter, student, or witnesses for clarification."

XI. Closing Statements

Presiding Officer states:

"The Case Presenter may make a brief closing statement."

"The student or parent/guardian may make a brief closing statement."

XII. Deliberation

Presiding Officer states:

"The Administrative Hearing Panel will now deliberate in closed session."

(All non-panel participants exit unless otherwise permitted by law.)

XIII. Decision

After deliberation, the Presiding Officer states:

"The Administrative Hearing Panel has completed its deliberations.

A written decision, including findings of fact and any rehabilitation requirements, will be issued."

XIV. Effectiveness of Decision

Presiding Officer states:

"If expulsion is ordered, the decision is **effective upon issuance of the Panel's written findings and decision** and is not delayed pending any subsequent Governing Board action."

XV. Adjournment

Presiding Officer states:

"This expulsion hearing is now adjourned."

Appendix C – Agreement and Stipulation for Expulsion
AGREEMENT AND STIPULATION FOR EXPULSION
In the matter of the Expulsion of: Case No.:
School of Attendance: Grade: ID #:
Address:
RECOMMENDATION
The expulsion recommendation is being made under the following sections of the California Education Code:

The evidence obtained in the investigation of the incident and/or by the student's own admission, indicates that the following suspendable and expellable behavior occurred. Manager/designee informed parent of reason for Recommendation for
Expulsion as stated below:
School of Incident:
School Administrator:
Date of Incident:
Charge Narrative:

The recommendation for expulsion is also based on the following additional findings:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the act the student presents a continuing danger to the physical safety of himself/herself or others.

I/we have been informed of and understand the right to due process with regard to the expulsion recommendation.
Parent Initial: _____ Student Initial: _____ Director/Designee Initial: _____
I/we have had the opportunity to review the reasons for the recommendation for expulsion and to discuss them with staff, and
agree to the facts as stated in the expulsion recommendation.
Parent Initial: _____ Student Initial: _____ Director/Designee Initial: _____
After careful consideration I/we request a waiver of the pending expulsion hearing before an Administrative Panel. I/we
understand that the purpose and function of the hearing would have been for fact finding and to submit a recommendation to the
Governing Board.

Parent Initial: _____ Student Initial: _____ Director/Designee Initial: _____
I/we understand that if our request for a stipulated expulsion is approved by the Governing Board, I/we make a knowing and voluntary waiver of our rights to have an expulsion hearing and, therefore, waive the following rights:

- The right to all notices and timelines required by statute, rule or regulation.
- The right to be represented by legal counsel at such expulsion hearing.
- The right to inspect and obtain copies of the documents which would have been used at the hearing.
- The right to confront and question all witnesses who would have testified at the hearing.
- The right to question all written evidence presented.
- The right to present oral and documentary evidence on the student's behalf including witnesses, and
- The right to appeal to the county board of education if this stipulated expulsion is approved by the Board of Education as agreed upon.

I/we understand that we may consult with an attorney about this stipulated expulsion process.
Dated this: _____ day of_____ 20_____

_____ _____ _____ _____
Parent Signature Parent Signature Student Signature Director/Designee

RECOMMENDED EXPULSION ORDER

_____ is expelled until _____ (date). It is further recommended that

the student be placed at _____.

The expulsion order will be a stipulated agreement.

Rehabilitation Plan: Education Code 48917 requires that a student must complete a rehabilitation program. The following items that are checked must be completed to have an expulsion lifted for a return to the charter school.

1. Attendance during the period of expulsion at an accredited educational institute.

2. Participate in one or more of the following programs (completion must be certified by the program supervisor).

___ Anger Management Program

___ Drug/Alcohol Program

___ Decision Making Program

___ Grades, Attendance & Behavior

3. Other: _____

The terms and conditions of the Stipulated Expulsion are as stated herein.

By signing this document I/we confirm that I/we have received the above-mentioned information and documents, and to the best of my/our knowledge, confirm that the facts of the incident as described in the information and documents are

true. I/we agree with the recommended expulsion order.

Dated this: _____ day of_____ 20_____

_____	_____	_____	_____
Parent Signature	Parent Signature	Student Signature	Director/Designee

Coversheet

2026-2027 Uniform Complaint Policy and Uniform Complaint Form

Section: IV. Consent Agenda
Item: R. 2026-2027 Uniform Complaint Policy and Uniform Complaint Form
Purpose:
Submitted by:
Related Material: R - Uniform Complaint Procedures_For Board Approval 8-19-2026.pdf
R - Uniform_Complaint_Form - For Board Approval 8-19-2026.pdf

UNIFORM COMPLAINT POLICY

(For Board Approval 8/19/2026)

Compliance Officers

The Governing Board designates the following administrative designee to serve as compliance officer to receive and investigate complaints relative to programs contained in this policy and ensure Charter compliance with the law:

Dr. Oscar Corrigan, Director of Human Resources, Uniform Complaint Officer Health Sciences High School and Middle College Charter
3910 University Avenue, San Diego, 92105
619-528-9070

Notifications

The Director or her/his designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination to students, employees, parents or guardians, Charter/school advisory committees, and interested parties of Charter complaint procedures and information about available appeals, civil law remedies, and conditions under which a complaint may be taken directly to the California Department of Education (CDE).

Procedures

The following procedures shall be used to address all complaints which allege that the Charter has violated Federal or State laws or regulations governing educational programs. The administrative designee shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4632: The Charter will use its uniform complaint procedures when addressing all complaints regarding gender equity.

Complaints alleging discrimination related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library may be brought under the district's uniform complaint procedures

Investigations of discrimination complaints shall be conducted in a manner that

protects confidentiality of the parties and the facts (Title 5, Section 4630).

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint
Any individual, public agency or organization may file a written complaint of alleged noncompliance with the appropriate compliance officer designated above.

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

The complaint shall be presented to the Director or designee, who will then give it to the appropriate compliance officer. The Director 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.

The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination (Title 5, Section 4630).

Step 2: Mediation
Within five days of receiving the complaint, the compliance officer shall informally discuss with the complainant the possibility of using mediation.

If all parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter's time lines for investigating

and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step 3: Investigation of Complaint
The compliance officer shall hold an investigative meeting within five days of receiving the complaint or attempting to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative and the Charter's representatives to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses (Title 5, Section 4631).

To ensure that all pertinent facts are made available, the compliance officer and the complainant may ask other individuals to attend this meeting and provide additional information.

Step 4: Response
Within 20 days of receiving the complaint, the compliance officer shall prepare and send to the complainant, and upon request, to the CDE and disposition of the complainant, a written report of the Charter's findings as described in Step 5 below.

Step 5: Final Written Decision
The report of the Charter's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the Charter will arrange a meeting at which a community member will interpret it for the complainant.

This report shall include:
1. The findings and disposition of the complaint, including corrective actions, if any.
2. The rationale for the above disposition.
3. Notice of the complainant's right to appeal the decision to the California Department of Education and procedures to be followed for initiating such an appeal.

Appeal to the Governing Board
If a complainant is dissatisfied with the administrative designee's decision he/she may, within five days, file his/her complaint in writing with the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the decision of the compliance officer shall be the Charter's final written decision. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the Charter's initially receiving the complaint or within an extended time period that has been specified in a written agreement with the

complainant.

Appeals to the California Department of Education

If a complainant is dissatisfied with the Charter's decision, the complainant will be given notice regarding his/her right to appeal in writing to the California Department of Education within 15 days of receiving the Charter's decision. For good cause, the State Superintendent of Public Instruction may grant an extension of filing appeals. When appealing the California Department of Education, the complainant must specify the reason(s) for appealing the Charter's decision and must include a copy of the locally filed complaint and the Charter's

decision (Title 5, Section 4652). If dissatisfied with the California Department of Education's resolution of a complaint regarding a Title 1 program, the complainant may request its review by the U.S. Secretary of Education (34 Code of Federal Regulations).

Basis of Direct State Intervention

California Administrative Code, Title 5, Section 4650, provides for direct intervention into complaints by the California State Superintendent of Public Instruction, without waiting for local school Charter action if one or more of the following conditions exist:

1. The complaint includes an allegation, and the Department verifies, that a local educational agency failed to comply with the complaint procedures required by this policy.

2. Discrimination is alleged by the complainant and the facts alleged indicate that the complainant will suffer an immediate loss of some benefit such as employment or education if the Department does not intervene. However, nothing in this section gives the Department jurisdiction over employment discrimination claims.

3. The complaint relates to agencies other than local educational agencies funded through the Child Development and Child Nutrition Programs.

4. The complainant requests anonymity and presents clear and convincing evidence and the Department verifies that he/she would be in danger of retaliation if a complaint were filed locally, or has been retaliated against because of past or present complaints.

5. The complainant alleges that the local educational agency failed or refused to implement the final decision resulting from its local investigation or local mediation agreement

6. The local agency refuses to respond to the California State Superintendent's request for information regarding a complaint.

7. The complainant alleges and the California Department of Education verifies, or the Department has information that no action has been taken by the local educational agency within 60 calendar days of the date the complaint was filed locally.

8. For complaints relating to Special Education, the following shall also be conditions for direct State intervention:

a. The complainant alleges that a public agency, other than a local educational agency, as specified in Government Code Section 7570 et seq. fails or refuses to comply with an applicable law or regulation relating to the provision of free appropriate public education to handicapped individuals.

b. The complainant alleges that the local educational agency or public agency fails or refuses to comply with the due process procedures established pursuant to Federal and State laws and regulations; or has failed or refused to implement a due process hearing order.

c. The complainant alleges facts that indicate that the child or group of children may be in immediate physical danger or that the health, safety, or welfare of a child or group of children is threatened.

d. The complainant alleges that a handicapped pupil is not receiving the Special Education or related services specified in his/her Individualized Educational Program (IEP).

e. The complaint involves a violation of Federal law governing Special Education, 20 U.S.C. Section 1400 et seq., or it’s implementing regulations. The complaint shall identify upon basis of the section that direct filing to the California Department of Education is being made. Referring Complaint Issues to Appropriate State or Federal Agencies California Administrative Code, Title 5, Section 4611, mandates that the complaints listed below shall be referred to the specified agencies for appropriate resolution and are not subject to the local and California Department of Education's complaint procedures as set forth in this policy unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency (CAC Section 4650).

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2. Health and safety complaints regarding a Child Development Program shall be referred to Department of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing exempt facilities.

3. Discrimination issues involving Child Nutrition Programs of Title IX of the Educational Amendments of 1972 shall be referred to the U.S. Office of Civil Rights (OCR). Title IX complainants will only be referred to the OCR if there is not State discrimination law or regulation at issue. Unless otherwise negotiated through a memorandum of understanding/agreement, a preliminary inquiry and/or investigation concerning these complaints will be conducted by OCR. The complainant shall be notified by certified mail if his/her complaint is transferred to OCR by the State Superintendent of Public Instruction.

4. Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH) pursuant to Title 22, CCR, Section 98410. The complainant shall be notified by certified mail of any DFEH transferal.

5. Allegations of fraud shall be referred to the responsible Department Division Director and the Department's Legal Office.

TIMELINE CHART OF UNIFORM COMPLAINT PROCESS

Within 60 days:

1. LEA initiates an investigation or mediation process if agreeable to all parties. • Within five (5) calendar days of receiving complaint

2. Written decision is sent to complainant within twenty (20) calendar days by certified mail and includes:

- Findings and disposition of complaint (any corrective actions)
- Rationale for disposition
- Right to appeal to Board and how to appeal

3. Appeal Compliance Officer’s decision to Board in writing.

- Within five (5) calendar days of receiving written decision.
- Board decides:

A. NOT to hear appeal – decision stands

– complainant may appeal to SDE

B. To hear appeal in closed session – responds in writing to complainant

Within 15 Days

4. Appeal to the State Department of Education (SDE) within fifteen (15) calendar days of receiving Charter’s decision.

Within 60 Days

5. The SDE has sixty (60) calendar days to decide whether to uphold the Charter decision or proceed to a state level investigation.

UNIFORM COMPLAINT FORM

(For Board Approval 8-19-2026)

TO: HUMAN RESOURCES DEPARTMENT
3910 University Avenue, Suite 100
San Diego, CA 92105

FROM: Name(s) _____

Address_____ Zip Code_____

Telephone (Home)_____(Work)_____

PROGRAM(S) CONCERNED (please check below):

1) ___ A violation of federal or state law or regulation governing the following program(s):

__ Adult Education (Education Code Sections 8500-8538 and 52500-52616.5)
__ Child Nutrition (Education Code Sections 49490-49560)
__ Child Care and Development (Education Code Sections 8200-8493)
__ Consolidated Categorical Aid (Education Code Section 64000(a)
__ Migrant Education (Education Code Sections 54440-54445)
__ Special Education (Education Code Sections 56000-56885 and 59000-59300)
__ Vocational Education (Education Code Sections 52300-52480)
__ No Child Left Behind Act (school safety planning, 20 U.S.C. Section 7114(d)(7))
__ Local Control and Accountability Plan (Education Code Section 52075)
__ Use, or prohibited use, of instructional materials, books, etc…

OR

2) ___ Discrimination, harassment, intimidation and bullying in programs receiving state financial assistance based on one of the following actual or perceived characteristics:

__ Ethnic group identification
__ Religion
__ Age
__ Gender
__ Nationality
__ Sex
__ Color
__ Gender Expression
__ Disability
__ Sexual orientation
__ Race
__ Ancestry
__ National origin
__ Ethnicity

__ Physical or mental disability
__ Actual or perceived sex
__ Gender identity
__ Association with person/group listed above

NATURE OF COMPLAINT. (This should be a description in your own words of the grounds of your complaint, including all names, dates, and places necessary for a complete understanding of your complaint. (Attach additional sheets, if necessary.):

_____
_____
_____
_____
_____
_____
_____

Have you spoken with any school personnel regarding this complaint? ____Yes ____ No

If so, what are their names?

_____
_____

What was the result of the discussion?

_____
_____
_____
_____
_____
_____

Signature: _____ Date: _____

PLEASE RETURN THIS FORM TO:

HEALTH SCIENCES HIGH AND MIDDLE COLLEGE, INC.
HUMAN RESOURCES DEPARTMENT
Attn: Dr. Oscar Corrigan
3910 University Avenue, Suite 100
San Diego, CA 92105

Coversheet

2026-2027 Workplace Violence Prevention Plan

Section: IV. Consent Agenda
Item: S. 2026-2027 Workplace Violence Prevention Plan
Purpose:
Submitted by:
Related Material:
S - 26-27 Workforce Violence Prevention Plan - For Board Approval 8-19-2026.pdf

BECOMING FULLY COMPLIANT WITH CALIFORNIA SB 553

Compliance Due Date: June 30, 2024

On September 30, 2023, Governor Gavin Newsom signed SB 553 into law, establishing a new written Workplace Violence Prevention Plan ("WVPP") requirement for nearly all California employers. The WVPP requirement, which becomes effective on July 1, 2024, is the first of its kind in the nation to apply to employers across industries.

Who is Covered and Exemptions:
This law applies to all California employers, with exceptions for healthcare facilities, teleworking employees not under employer control, facilities operated by the California Department of Corrections and Rehabilitation and law enforcement agencies, and workplaces with less than 10 employees that are not accessible to the public.

Who Enforces California SB 553? The law's requirements will be enforced by California's Division of Occupational Safety and Health ("Cal/OSHA")

At WILL Interactive, we are fully committed to helping you achieve full compliance with California's new Workplace Violence Prevention law. The customized Workplace Violence Prevention Plan, Violent Incident Log page template, and online Training Course included in this package puts you in an excellent place for full compliance. Nevertheless, your future compliance with SB 553 does not stop here. There are certain aspects that you need to know, now and in the future, to remain compliant. The compliance checklist below explains what WILL's solution covers, and the additional steps you need to take to be California compliant.

COMPLIANCE CHECKLIST

Employers must create and adopt a **Workplace Violence Prevention Plan:**

- ✓ Names or job titles of the persons responsible for implementing the WVPP
  Covered in your WVP Plan
- ✓ Active employee involvement in plan development and review
  Completed during the development of the company's WVP Plan using WILL's Development Tool
- ✓ Your company's response protocol to reports of workplace violence
  Covered in your WVP Plan
- ✓ Corrective procedures when hazards are identified
  Covered in your WVP Plan
- ✓ Post-incident response and investigation practices
  Covered in your WVP Plan
- ✓ Compliance assurance procedures and communication strategies

Covered in your WVP Plan

- ✓ Plans for ongoing workplace violence prevention assessment, required inspections, and identification of potential hazards

  Covered in your WVP Plan
- ✓ Protocol for the workplace to obtain assistance from law enforcement, evacuation plans, and responding to workplace violence emergencies

  Covered in your WVP Plan
- ✓ Annual Employee training

  Covered when your employees complete the online training program and receive their completion certificates. The training program will provide a copy of your WVP Plan to all employees and require that your employees confirm that they have received it.
- ✓ Details regarding ongoing employee communication about workplace violence including how an employee can report concerns without fear of retaliation

  Covered in your WVP Plan
- ✓ Procedures for ensuring compliance with the plan such as recognition for those who follow and exhibit safe work practices and disciplinary actions when necessary

  Covered in your WVP Plan
- ✓ Annual evaluation of the plan

  It is your responsibility to review and update your workplace violence prevention plan annually. Additionally, you must provide evaluations of incidents and maintain records of previously identified workplace violence hazards. When your annual update is completed, it is also your responsibility to distribute this plan to your employees and make sure they are informed of the updates you have made. If you make updates to your plan, you should upload your new plan into the WILL Interactive platform so it will be included in your online training course. Therefore, when your employees complete their annual training requirement, you will have completed the WVP Plan distribution requirement as well.

Employers must create and maintain a **Violent Incident Log.**

Incident Logging Requirements: You must maintain a violent incident log, recording details such as date, time, location, incident description, perpetrator classification, circumstances, incident type, consequences, and contact information for the individual completing the log.

Covered with your Violent Incident Log template. It is your responsibility to print out copies of your Log pages and complete them for any violent incidents that occur in your workplace(s). Keep these pages together in a binder. You must keep these records for a minimum of five years.

Legal Disclaimer: Workplace Violence Prevention Plan and Violent Incident Log Template

The following legal disclaimer is provided for the creation and implementation of a Workplace Violence Prevention Plan ("the Plan") and Violent Incident Log (“the Log”). This disclaimer outlines important terms and conditions to be considered:

1. **Legal Compliance**: The information provided in this Workplace Violence Prevention Plan and Violent Incident Log Template are intended to assist companies in developing their own comprehensive strategies to prevent workplace violence. It is essential for companies to ensure that their plans comply with all relevant local, state, and federal laws and regulations.
2. **Consultation with Legal Professionals**: Companies should seek the advice of legal professionals or consultants experienced in employment law and workplace safety when developing and implementing their Plan and Log. This disclaimer does not constitute legal advice, and companies should not rely solely on the information contained herein without consulting legal experts.
3. **Customization and Adaptation**: Every workplace is unique, and the risks associated with workplace violence may vary significantly depending on factors such as industry, geographic location, company size, and nature of operations. Companies are responsible for customizing and adapting the information provided in this Plan to suit their specific needs and circumstances. The Hazards and Hazard Corrections in the Workplace Violence Prevention Plan Template are illustrative and may not address all Hazards and Hazard Corrections appropriate for a specific workplace. They must be selected, edited, and augmented to address each company’s workplace realities.
4. **No Guarantee of Effectiveness**: While a well-designed Workplace Violence Prevention Plan and Violent Incident Log can mitigate risks and promote a safer work environment, it cannot guarantee complete prevention of workplace violence. Companies must recognize that no plan can eliminate all risks associated with workplace violence, and ongoing evaluation and adaptation of strategies may be necessary.
5. **Limitation of Liability**: The creators of this Workplace Violence Prevention Plan and Violent Incident Log Template disclaim any liability for damages, losses, or injuries arising from the use or implementation of the information provided herein. Companies assume all risks associated with the development, implementation, and enforcement of their Plan and Log.
6. **Employee Training and Awareness**: Companies should ensure that all employees are trained in the provisions of the Workplace Violence Prevention Plan and are aware of reporting procedures, emergency protocols, and resources available for assistance. Regular training, communication, and awareness initiatives are essential components of an effective prevention strategy.
7. **Continuous Improvement**: Companies should commit to continuously evaluating and improving their Plan and Log in response to changes in the workplace environment, emerging risks, and evolving best practices in violence prevention and workplace safety.

By utilizing WILL Interactive’s Workplace Violence Prevention Plan and Violent Incident Log Template development tool, companies acknowledge that they have read, understood, and agreed to the terms of this legal disclaimer. Companies are encouraged to regularly review and update their Plan and Log to ensure its ongoing effectiveness and compliance with applicable laws and regulations.

SUBJECT: Workplace Violence Prevention Plan

PURPOSE: Health Sciences High & Middle College (HSHMC) is committed to providing a safe and healthy workplace for all employees and other persons who spend time on our premises. This Workplace Violence Prevention Program (WVPP) describes our policies and procedures to ensure all persons who enter our workspace are free from threats, intimidation, and violence.

DEFINITIONS

Employee - all persons in HSHMC's physical premises during the conduct of normal business. Collectively, persons doing the work of HSHMC and subject to its policies are referred to as "Employees."

Workplace Violence - any act of physical force at HSHMC's workplace against an employee, partner, or customer that results in, or is likely to produce, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury. This includes incidents involving the use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

Threat of Violence - any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose. This includes threats made in jest, but which others could perceive as serious.

Harassment - unwelcome words, actions, or physical contact producing a hostile work environment not resulting in physical harm. Verbal harassment may include disparaging or derogatory comments or slurs, unreasonable or excessive criticism, or name calling.

Intimidation - words or actions that frighten, alarm, annoy, or scare in order to force a person into, or deter them from, some action.

Stalking - willfully, maliciously, and repeatedly following or harassing other persons to place them in reasonable fear for their safety or the safety of their immediate family.

Workplace - a workplace shall be anywhere an employee of HSHMC is conducting authorized business of HSHMC.

Types of Workplace Violence - The major types of workplace violence are:

Type I - workplace violence committed by a person who has no legitimate business at HSHMC and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.

Type II - violence directed at employees by customers, clients, or visitors.

Type III - violence against an employee by a present or former employee, supervisor, or manager.

Type IV - violence committed in the workplace by a person who does not work there but has or is known to have had a personal relationship with an employee.

RESPONSIBILITIES

Under California law, HSHMC is required to maintain a "Workplace Violence Prevention Program." The key roles for HSHMC's WVPP are:

Program Coordinator - The WVPP Coordinator receives and documents reports of potential or actual workplace violence, maintains the incident log, and advises HSHMC's leadership in policy development, revision of the Workplace Violence Prevention Program, and conduct of training.

Name: **Oscar Corrigan**
Title: **Director of Human Resources**
Phone: **619-528-9070**
Email: **ocorrigan@hshmc.org**

Managers/Supervisors - Managers and supervisors ensure compliance with the WVPP. They receive reports and concerns, participate in management initiatives to develop and implement policies, provide guidance on safe behaviors, ensure reports of concerns are received without any reprisal and are taken seriously, and implement corrective actions.

Employees - All employees comply with the WVPP. They act professionally, courteously, and responsibly at all times. They immediately report any and all acts of workplace violence to their supervisor or manager without fear of reprisal. All reports are taken seriously. Initial verbal reports are recorded with written documentation which includes: names of the involved parties (i.e., perpetrator, victim, and witnesses), exactly what occurred, when the incident occurred, where the event took place, and if known why it happened.

WVPP PLANNING GROUP

HSHMC maintains a WVPP Planning Group to assess hazards in the workplace and to recommend policies and mitigation measures to management for the prevention of threats of violence. The WVPP Planning Group will also assess the WVPP annually and propose revisions to improve safety and performance.

The WVPP Planning Group will consist of the following:

Name: **Oscar Corrigan** Title: **Director of Human Resources**
Phone: **619-528-9070** Email: **ocorrigan@hshmc.org**

Name: **Dominique Smith** Title: **Principal**
Phone: **619-528-9070** Email: **dsmith@hshmc.org**

GETTING HELP

If you are or someone else is threatened with violence, or if you have a concern about safety and security at HSHMC, immediately contact:

Name: **Oscar Corrigan** Title: **Director of Human Resources**
Phone: **619-528-9070** Email: **ocorrigan@hshmc.org**

If this person is not immediately reachable, contact your WVPP Coordinator, another member of the WVPP Planning Group, or your manager or supervisor.

DEVELOPING AND IMPLEMENTING THE WORKPLACE VIOLENCE PREVENTION PLAN

HSHMC developed and implemented this WVPP through the following steps:

1. Hazard Assessment
2. Hazard Correction
3. Communication and Training

1. Hazard Assessment. HSHMC prepared a hazard assessment with the participation of the WVPP Coordinator, Managers, and Employees that considers the risk of workplace violence incidents using the four Types of workplace violence incidents. This assessment consists of scenarios that generically describe plausible indicators of potential violence and actual incidents of violence. These scenarios help define measures to mitigate the risk in each incident scenario. This assessment will be routinely updated.

At HSHMC, we have identified the following potential workplace violence hazards that are either universal to all organizations and/or specific to our school's locale, business activity, physical infrastructure, size, and/or history.

Type I Hazards – Criminal Intent Violence by an outsider entering the school with criminal intent.

a. Threatening racial or anti-ethnic graffiti is left on the exterior entrance of the school building.
b. The school receives a bomb threat or other threatening message from an unknown person.
c. Demonstrators gather outside the entrance of the school, hold signs protesting the school, block the approach, and/or verbally intimidate employees and students trying to enter the building.
d. A person enters with a hostile demeanor, demands people surrender school or personal property, and threatens to have or displays a weapon. (E.g., armed robbery.)
e. A person (not previously known) enters the school and makes confusing or irrational statements and threatens to harm self or others. (E.g., a person under the influence of drugs or alcohol, or a potentially mentally unstable person.)
f. A person enters the premises with a weapon and shoots at random people.

Type II Hazards – Visitors: Violence directed against a school employee by a visitor.

a. A visitor becomes angry and threatens employees (without a weapon) during normal school activities. (E.g., angry customer at check-out counter or at customer service desk.)
b. A visitor becomes angry and pulls a weapon, makes threatening statements and gestures, and actively intends to harm an employee.

Type III Hazards – Employee on Employee: Violence directed against a school employee by another school employee.

a. An employee who is experiencing a stressful family situation is highly irritable and hostile toward other employees at work.
b. Two employees have a "personality conflict" and repeatedly make hostile and threatening statements to each other.
c. An employee reports they were groped by a coworker in an isolated area of the school's building.
d. Employees report that a recently terminated coworker said they were going to bring a gun to work and shoot someone.
e. An employee (or former employee) enters the premises and makes intimidating or threatening statements to another employee without mention or display of any weapon.
f. An employee (or former employee) enters the premises and makes intimidating or threatening statements to another employee while threatening to have or displaying a weapon.

Type IV Hazards – Personal Relationship: A relative or acquaintance of a school employee entering the school to commit violence.

a. Employee reports an "ex-" is stalking or harassing them outside of work.
b. Employee gets repeated, harassing phone calls at work from an "ex-."
c. An abusive domestic partner or an "ex-" enters the premises seeking to confront an employee without mention or display of any weapon.
d. An abusive domestic partner or an "ex-" enters the premises seeking to confront an employee while threatening to have or displaying a weapon.

2. Hazard Correction. Based upon the scenarios described in the Hazard Assessment, HSHMC will implement the following measures to reduce the likelihood of workplace violence, enhance speed of response to incidents, and mitigate the possible consequences of incidents. These measures may include school policies for how employees should respond to indications of emerging and actual threats, and physical measures to prevent or impede the development of violent incidents.

Access Control Measures

a. Exterior doors are locked during the day except during the start of the school day and during lunch time.
a. A sign at the main entrance will instruct visitors to push a doorbell button (or intercom button) to be given access.
b. Visitors will be given a name badge.
c. A security guard will be on patrol during normal school hours.

Deterrence Measures

a. Video surveillance cameras will be positioned to monitor entrances and common areas.
b. Employees will carry a Centegix badge at all times.
c. Workers should not enter any space where they do not feel safe. Inform your supervisor of any concerns for safety and security.
d. Fences and signs will direct visitors to the controlled entry door.

Planning Measures

a. The school will establish liaison with local police and state prosecutors and provide floor plans of facilities to facilitate response and investigations.
b. Supervisors will ensure all keys are accounted for in the key control system. Lost keys will be reported to the Director of Human Resources immediately.
c. Floor plans showing emergency routes and exits will be posted to be visible only to employees.

Reporting Measures

a. Employees will immediately report any spoken or written threat of violence or intimidation (graffiti, email, speech, phone message, bomb threat) to [WVPP Coordinator (Director of Human Resources), or any other school leader].
b. Employees will call 9-1-1 if physical harm is imminent, threatened, or experienced.
c. Employees will report to [their supervisor or the WVPP Coordinator] any concerns about safety and security in the workplace.
d. Employees will be alert for and report any escalating behaviors such as confrontational speech, hostile attitudes, and erratic or uncontrolled emotional behaviors.
e. Employees will report suspicious activities, such as unknown individuals asking questions about the school's practices, or potential surveillance such as video or photos.
f. Employees will report to a supervisor any evidence in a coworker of mental or emotional instability, erratic behavior, or statements threatening themselves or another person.
g. Employees will maintain a professional demeanor on the job. Employees will immediately report any unprofessional behavior that may deteriorate into disputes or violence.
h. Employees will report to a supervisor any information concerning any person (such as a disgruntled current or former employee, or personal acquaintance of an employee) communicating any threat or intent to harm.
i. If an employee obtains a Temporary Restraining Order (TRO) against a non-work person, they will inform management to ensure proper awareness, preparation, and response if that person comes to the facility in violation of the TRO.
j. If an employee receives threatening phone calls or messages from a personal relationship (such as an ex-"), they will report this to management for appropriate awareness and response.
k. Any employee experiencing or witnessing harassment, intimidation, sexual harassment, or abuse will report this immediately to management.

Response Measures

a. If an individual enters the facility and threatens to have or presents a weapon, leave the area immediately. Do not confront an armed individual.
b. If a person displays a weapon in a threatening manner or fires a weapon, seek cover, put barriers between yourself and the threat, attempt to escape.
c. If a person enters the facility and makes confusing or irrational statements, employees may try to calm the situation, but if this situation persists or escalates into threats or potential violence, leave the area immediately and call 9-1-1 and notify management.
d. If a personal relationship (e.g., an "ex-") enters the facility to confront an employee, employees may try to calm the situation, but if this becomes loud or abusive, employees will separate themselves and others from the confrontation, notify management immediately, and call 9-1-1 if there is violence or the threat of violence.

e. Provide immediate medical aid for injured persons and call 9-1-1.
f. HSHMC will treat seriously all reports of concern or incidents of violence. No employee will experience any form of retaliation for making a report.
g. HSHMC will properly investigate all incidents of threats or violence. This will be done in coordination with police if law enforcement is involved.
h. HSHMC will maintain a log of all violent incidents.
i. Each staff member will carry a badge with a button for immediate support.

Training Measures

a. Implement routine practices to ensure security measures are operable: e.g., check locks, lighting, security cameras, etc.
b. Rehearse proper use of physical measures such as physical barriers, enclosures, pass-through windows, etc.
c. Rehearse emergency response measures such as calling 9-1-1, triggering alarm, identifying escape routes, providing first aid, etc.
d. Advise employees of the school policy for requesting police assistance and filing charges for acts of violence
e. Floor plans showing emergency routes and exits will be posted to be visible only to employees.
f. Regular training on Centegix badge use.

3. Communication and Training. HSHMC publishes this WVPP to inform all employees and other stakeholders of the actions undertaken to address hazards of workplace violence, and to ensure they are aware of their responsibilities described in the plan. HSHMC conducts training to ensure all employees and other stakeholders are aware of the appropriate actions to take if concerns about safety and security arise and in response to incidents of threatened or actual violence.

a. Distribution of WVPP. Each employee will receive a copy of this plan [by email] and will acknowledge they have reviewed and understand the Plan (by signature). Questions will be directed to their managers, supervisors, or the WVPP Coordinator.

b. HSHMC's WVPP will be shared with other stakeholders such as external partners, vendors, suppliers, or other persons with a routine presence in HSHMC's workplaces.

c. All employees will complete online Active Threat Response (ATR) awareness training to enhance awareness of potential hazards and to promote a mindset for effective response to threats of violence. Employees are encouraged to discuss this training with each other and their supervisors.

d. Managers and supervisors will ensure all employees understand and comply with the provisions of this WVPP. Discussion of the WVPP and potential hazards presents an opportunity to help employees visualize their response in their typical workspaces. This may include awareness of specific evacuation routes, shelter-in-place alternatives, etc. Managers and supervisors will elicit and report concerns and suggestions from their employees for consideration by HSHMC's leadership.

e. Managers and supervisors will recognize employees who perform practices that promote security and safety in our workplaces and will implement corrective and disciplinary actions as needed to ensure employees comply with workplace safety measures.

4. Periodic Inspections and Plan Reviews. The WVPP Coordinator will schedule periodic inspections and plan reviews of HSHMC's workplace practices to assess compliance with the WVPP and to identify areas for improvement. Inspections and plan reviews will be conducted following each incident of reported violence and at least annually.

These inspections will cover the following subjects:

a. **Compliance**. Are current WVPP measures implemented? Have past deficiencies been corrected?

b. **Sufficiency**. Are current WVPP measures sufficient for the hazards currently noted? How should current measures be improved? What new measures are needed?

c. **Awareness and Training**. Are employees trained and do they demonstrate understanding of their role in maintaining a secure and safe workplace? Do employees understand they will be protected from any form of retaliation if they report a concern or incident? What new training is needed in light of current deficiencies and new measures required?

d. **Reporting**. Do employees express security-related concerns? If so, have they reported those concerns to a manager, supervisor, or the WVPP Coordinator? Have all incidents of threats or violence been reported, documented, and investigated? Have all incidents been recorded in the Violent Incident Log (see Appendix 1)?

Deficiencies identified during inspections will be addressed through revisions to the WVPP, training, and additional hazard mitigation measures, as needed. If imminent hazards cannot be immediately mitigated, employees will be removed from that location until the hazard is removed and appropriate measures are implemented.

INVESTIGATIONS

All reported concerns, emergent threats, and violent acts will be documented with a written report and investigated to confirm the facts.

a. Incident reports will be completed (Appendix X) to record all relevant facts. Incident reports will not contain any personally identifiable information (PII) to ensure privacy to the greatest extent possible.

b. If the incident involves potentially criminal acts with police response, HSHMC will ensure cooperation with the police investigation. An internal investigation will be conducted in a manner that does not conflict with the police investigation to document facts relevant to business decisions, support personnel decisions, and assess and revise WVPP measures and training.

c. If the incident or reported concern does not involve police response, HSHMC will conduct an appropriate internal investigation to confirm facts, determine disciplinary or corrective measures, and modifications to the WVPP.

d. For internal investigations, HSHMC will designate a lead person selected for objectivity and discretionary judgment for the purpose of gathering relevant facts and preparing recommendations for HSHMC's senior leadership. Written statements may be requested from employees with relevant information and insights.

e. The internal investigation may include these activities, as appropriate: visit the location of the incident, gather/preserve evidence, and interview persons who were threatened or injured or who witnessed the incident. The internal investigation will consider risk factors associated with the incident, history of similar incidents and behaviors involving the perpetrator, etc.

f. Documentation of incidents will be maintained, to include investigation findings and corrective actions implemented.

g. Care will be taken to protect privacy in accordance with California and Federal law. Privacy cannot be guaranteed, but all employees will be treated with dignity and respect.

h. Findings and modifications of the WVPP will be briefed to employees in a manner consistent with the privacy of affected individuals.

COORDINATION WITH OUTSIDE STAKEHOLDERS

HSHMC will coordinate the WVPP with external stakeholders such as partnering organizations, vendors, suppliers, and others that supply personnel who routinely access HSHMC's workplaces. In this coordination, HSHMC will seek to ensure that all persons routinely accessing our premises are aware of our WVPP and receive appropriate training. This coordination will ensure that all workplace violence threats and incidents are reported, investigated, and recorded.

HANDLING OF REPORTS OF INTIMIDATION, THREATS, OR VIOLENCE

Maintaining a safe and productive workplace is a shared responsibility. Prevention is the best course of action. Managers and supervisors will maintain open communications with employees concerning our workplace safety and security. All employees will immediately report any concern, threat, or actual violence in the workplace environment to their manager, supervisor, or HSHMC WVPP Coordinator.

1. Reporting Scenarios. The following situations and procedures should be considered as appropriate:

a. **Proactive Reporting**. The priority in proactive reporting is to anticipate and address any future threats or violence. Vulnerabilities or threats not already addressed in the Workplace Violence Prevention Plan should be addressed to a manager, supervisor, or the WVPP Coordinator. For example, if any persons (employee, partner, customer) display attitudes that may imply a propensity to harm themselves or another person, HSHMC will seek to address those attitudes in a tactful and decisive manner. The report will be received with discretion and privacy maintained to the extent possible. All persons will be treated with respect and all reports will be treated seriously.

b. **Reporting of Emergent Threats**. The priorities in responding to emergent threats is to protect self, protect others, and notify appropriate authorities. If there is a threat of imminent violence, separate or shield yourself from the imminent threat, call 9-1-1, and notify a manager or supervisor. If it is a threat of future action, calling 9-1-1 may not be necessary or appropriate, but it must be reported to a manager or supervisor immediately. Threats made through electronic media must be immediately reported to a manager or supervisor. HSHMCwill take appropriate action to remove the person making threats from HSHMC's premises and notify police as appropriate.

c. **Reporting of Violent Acts**. The priorities in responding to violent acts are to protect self, protect others, and notify appropriate authorities. Call 9-1-1 and notify HSHMC's managers and supervisors.

2. Reporting Methods. Persons may report threats and violence by any means available - in-person, telephone, email, text, etc. Upon receiving a report, the manager, supervisor, or WVPP Coordinator will ensure that imminent dangers to persons are addressed. When there is no imminent danger (or has passed), the reporting individual will complete an incident report (Appendix X). This report will be handled in a confidential manner to ensure privacy to ensure only essential members of HSHMC's leadership are engaged to determine the appropriate response by HSHMC.

3. No Retaliation. The manager, supervisor, or WVPP Coordinator receiving the report will inform the reporting person:

> "You will be free from any form of retaliation. If you believe you are experiencing any negative consequence from making this report, you should immediately inform the Director of Human Resources or other members of the HSHMC leadership team. The facts of the report and related circumstances will be discreetly investigated. To the extent possible, your identity will remain private, but privacy cannot be guaranteed. By making this report, you are helping HSHMC ensure we have a safe workplace."

4. Corrective Actions. When the incident investigation is complete, HSHMC will take appropriate action which may include some or all of the following:

a. Modification of the WVPP to prevent future incidents and improve workplace safety
b. Disciplinary action or termination of individuals found responsible for compromising safety
c. Additional information briefings and training for HSHMC's employees to enhance awareness and compliance with existing and new WVPP measures
d. Recognition of individuals who contribution to a safe workplace
e. Post-incident medical attention and counseling for individuals adversely impacted by the incident

RESPONSE TO WORKPLACE VIOLENCE

When preventive measures fail, employees must take appropriate action to protect themselves and others from violence.

1. Immediate action to protect oneself.
    a. Put distance between the threat and self
    b. Evacuate, if possible
    c. Shelter in place, lock doors, close blinds

2. Immediate action to protect others.
    a. Assist others in evacuation
    b. Assist others to shelter in place
    c. Assist others with first aid

3. Contact authorities
    a. Call 9-1-1
    b. Activate Centegix badge
    c. Assist security staff, cooperate with first responders

Approved: _____

Date: _____

Appendices:

A - Violent Incident Log Template
B - Workplace Violence Prevention Poster Template
C - Workplace Prevention Training Record Template

Appendix A - Violent Incident Log (Template)

Instructions: A Violent Incident Form will be completed for every report of violence or threat of violence. Focus on facts, not speculation. When completed, this form will remain Confidential and used only for use by HSHMC leadership to determine appropriate corrective actions.

No Retaliation: Individuals submitting a report will be free from any form of retaliation. Any perceived adverse action resulting from submitting a report must be reported immediately to a manager or supervisor.

Privacy: No personally identifiable information (PII) will be included in this report such as a person's name, address, electronic email address, telephone number, social security number, or other information that, alone or in combination with publicly available information, reveals a person's identity. When necessary to refer to specific individuals, use "Person A, Person B, etc."

Distribution: After incident reports have been reviewed, a final report will be submitted to HSHMC's leadership for preservation and appropriate action. HSHMC may produce appropriate information briefings for employees, as appropriate, to enhance awareness and compliance with the Workplace Violence Prevention Plan.

Coversheet

Prop 28 - Arts and Music in Schools Fund Annual Report

Section: IV. Consent Agenda
Item: T. Prop 28 - Arts and Music in Schools Fund Annual Report
Purpose:
Submitted by:
Related Material: T - Health Sciences - FY25-26 Prop 28 Annual Report.pdf

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2025-26

Name: Health Sciences High and Middle College

County-District-School (CDS) Code: 37 68338 0114462

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

   Health Sciences High and Middle College used Proposition 28: Arts and Music in Schools Funding to establish a new visual arts program, expanding access to arts education for all students. These funds made it possible to develop and sustain a standards-based visual arts course that is now embedded in the 9th-grade experience, with the course also available to students who transfer to the school after 9th grade. This program ensures equitable access to art instruction for all students prior to graduation and is an integral part our curriculum.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 1

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: 0

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 0

5. Number of students served with AMS funds: 552

6. Number of school sites providing arts education programs with AMS funds: 1

Date of Approval by Governing Board/Body: 8/19/2026

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2026

Coversheet

Williams Act Board Sufficiency Resolution

Section: IV. Consent Agenda
Item: U. Williams Act Board Sufficiency Resolution
Purpose:
Submitted by:
Related Material: U - HSHMC Sufficiency of Materials Fpr Board Approval 8-19-2026.pdf

(For Board Approval 8-19-2026)

Education Code Section 60119 *Resolution*

RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:

Whereas, the governing board of Health Sciences High and Middle College, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on August 18th 2025, at nine o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

> NOTE: The definition of sufficient textbooks or instructional materials no longer includes the phrase "to complete required homework assignments." Students must now be able to take their instructional materials home.

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

> NOTE: To insure that complete and accurate information has been provided upon which to base the board's findings, governing boards may wish to include in their resolution the names of the textbooks or instructional materials programs, or

both, that have been adopted by the governing board and were provided to pupils in the district to determine the sufficiency.

- Mathematics – (list of adopted textbooks or instructional materials for this subject for each grade level or school)
- Science - (list of adopted textbooks or instructional materials for this subject for each grade level or school)
- History-social science - (list of adopted textbooks or instructional materials for this subject for each grade level or school)
- English/language arts, including the English language development component of an adopted program - (list of adopted textbooks or instructional materials for this subject for each grade level or school)

NOTE: The governing board must also include written determination for the following areas, though these determinations are not a condition of receipt of funds.

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

NOTE: The governing board may provide a list of the science laboratory classes offered in grades 9-12 and details on the science laboratory equipment available for these classes.

Therefore, it is resolved that for the 2025-2026 school year, the Health Sciences High and Middle College district has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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Coversheet

Tobacco Free Policy

Section: IV. Consent Agenda
Item: V. Tobacco Free Policy
Purpose:
Submitted by:
Related Material: V - Tobacco-Free Policy for Board Approval 8-19-2026.pdf

Tobacco-Free Policy
(For Board Approval 8-19-2026)

Tobacco Use/Smoking on School Premises:

Health Sciences High and Middle College (HSHMC) recognizes that the use of tobacco and nicotine-containing products, including vaping devices is a health, safety and environmental hazard for students, employees, visitors and school facilities. HSHMC believes that the use of tobacco products on school grounds, in school buildings, on school property or at school-sponsored events is detrimental to the health and safety of students, staff and visitors.

HSHMC acknowledges that adult employees and visitors serve as role models for students. HSHMC recognizes it has an obligation to promote positive role models in schools and to promote a healthy learning and working environment, free from unwanted smoke and tobacco use, for students, employees, ~~and~~ visitors, and civic-use/joint use permit holders on the school campus.

(cf. 3514 - Environmental Safety)
(cf. 4159/4259/4359 - Employee Assistance Programs)
(cf. 5030 - Student Wellness)
(cf. 5131.62 - Tobacco)
(cf. 5141.23 - Asthma Management)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The use, possession and distribution of tobacco products, e-cigarettes and nicotine liquid containers, mood-altering substances, lighters, and illicit drugs are prohibited in all property and premises owned, leased, or contracted by HSHMC, including:

- School grounds, including athletic fields and other outdoor property
- School buildings
- School parking lots
- School buses and other school vehicles leased or owned by the school
- Off-campus school sponsored-events
- Administrative offices and other school owned, non-school sites

These activities are prohibited at any time, including non-school hours (24/7). Tobacco advertising is prohibited anywhere on school grounds. Also prohibited is accepting any donations or curriculum from any tobacco related industry.
(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)

The products prohibited include any current or future product containing tobacco or nicotine, including, but not limited to, cigarettes, candy cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, snus (moist powdered tobacco), betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products.

Student assistance is available for smoking/vaping cessation through HSHMC's counseling office. Employee assistance is available for smoking/vaping cessation through HSHMC, Inc.'s Employee Assistance Program (EAP).

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. (Health and Safety Code 104495)

Notifications:

HSHMC's administration will develop a communication plan about the policy and enforcement procedures including annual written notifications and information in student and employee handbooks, the school's website, announcements at school-sponsored or school-related events, and appropriate signage stating "Tobacco use is prohibited" that contains a listing of prohibited tobacco products posted in buildings and on school property in a manner and location that adequately notify students, staff and visitors including at all entrances to school buildings and athletic events.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 1113 - District and School Web Sites)

Enforcement/Discipline
No school employee who in good faith reports any known or suspected use, possession or distribution of alcoholic beverages, mood-altering substances or illicit drugs shall be held liable for any civil damages as a result of such report or efforts to enforce this policy. Any employee or student who violates HSHMC's tobacco-free school policy shall be asked to refrain from smoking or using tobacco products and shall be subject to disciplinary action as appropriate.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Any other person who violates HSHMC's policy on a tobacco-free school shall be informed of the HSHMC's policy and asked to refrain from smoking. If the person fails to comply with this request, the school Principal or designee may:

1. Direct the person to leave school property.
2. Request local law enforcement assistance in removing the person from school premises.
3. If the person repeatedly violates the tobacco-free school policy, prohibit him/her from entering school property for a specified period of time.

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)

The school Principal or designee shall not be required to physically eject a nonemployee who is smoking or to request that the nonemployee refrain from smoking under circumstances involving a risk of physical harm to the school or any employee. (Labor Code 6404.5)

Legal Reference:

EDUCATION CODE
48900 Grounds for suspension/expulsion
48901 Prohibition against tobacco use by students
HEALTH AND SAFETY CODE
39002 Control of air pollution from nonvehicular sources
104350-104495 Tobacco use prevention, especially:
104495 Prohibition of smoking and tobacco waste on playgrounds
119405 Unlawful to sell or furnish electronic cigarettes to minors
LABOR CODE
3300 Employer, definition
6304 Safe and healthful workplace
6404.5 Occupational safety and health; use of tobacco products
UNITED STATES CODE, TITLE 20
6083 Nonsmoking policy for children's services
7100-7117 Safe and Drug Free Schools and Communities Act
CODE OF FEDERAL REGULATIONS, TITLE 21
1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors
PERB RULINGS
Eureka Teachers Assn. v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)
CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District
(1989) PERB Order #750 (13 PERC 20147)

Management Resources:

WEB SITES

California Department of Education, Alcohol, Tobacco and Other Drug Prevention: http://www.cde.ca.gov/ls/he/at
California Department of Education, Tobacco-Free School District Certification: http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp
California Department of Public Health, Tobacco Control: http://www.cdph.ca.gov/programs/tobacco
Occupational Safety and Health Standards Board: http://www.dir.ca.gov/OSHSB/oshsb.html
U.S. Environmental Protection Agency: http://www.epa.gov Policy

Coversheet

AB126 - Subcontractor Approval

Section: IV. Consent Agenda
Item: W. AB126 - Subcontractor Approval
Purpose:
Submitted by:
Related Material: W - CSMC 3 Yr Renewal Contract Health Sciences 3.18.25 (1).pdf
W - Community Wraparound.pdf
W - NAI HSHMC I Executed Property Management Agreement.pdf

CSMC Service Contract

Health Sciences High & Middle College

3910 University Ave.

San Diego, CA 92105

July 01, 2025

CSMC
43460 Ridge Park Drive
Temecula, CA 92590
888.994.CSMC

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CSMC Contract: Price Sheet

Health Sciences High & Middle College

3910 University Ave.

San Diego, CA 92105

Details - Initial Term: July 01, 2025 - June 30, 2026

Services Selected
Back-Office Service - Payroll Service - Bundled: SIS Support, State Reporting, CALPADS

Summary: Entirety of Terms Set Forth

Terms	Start Date	End Date	Total
Initial Term	July 01, 2025	June 30, 2026	$135,200.00
Year 2	July 01, 2026	June 30, 2027	$135,200.00
Year 3	July 01, 2027	June 30, 2028	$135,200.00

I authorize CSMC to automatically charge my account monthly for amounts due that are outlined in this pricing sheet.

Signed By:

Name: Ian Pumpian Date: 05 / 15 / 2025

Signature: Ian Pumpian

Provision of Core Services

CSMC's core services include comprehensive financial back-office support including accounting, budgeting, and compliance reporting along with payroll and retirement reporting services and student data services including SIS, attendance, and state reporting support. We have 25 years of experience providing high quality services in California.

One of CSMC's core values is to improve the client partner experience. One way we commit to doing this is by being responsive and accessible. We can be nimble on how you prefer we communicate with you and your team.

We are accessible from 8 am to 7 pm via email, Teams, phone, and text. With advance planning we can be available on weekends. We want our communication protocols to be tailored to your needs and preferences. As a rule of thumb, you will receive an email response within 24 hours. We will accommodate your Board meeting schedule.

CSMC goes above and beyond our core services with our expertise in *Accountability and Education Program Compliance and Grant Writing Services* (outlined below.) We include your free access to regularly scheduled webinars facilitated by our experts.

As former charter school founders, administrators, and authorizers, we bring a unique and valued perspective that our client partners recognize by helping convey financial compliance and authorizer expectations in a way that best supports the dynamic leadership and Board at each of our client partners.

BUDGETING:

- **Create annual and multi-year budgets including monthly cash flow projections** – At beginning of the Agreement, CSMC works with the Charter School leader to create annual and multi-year budgets in time for submission to the State and authorizer. Annual budgets are strategic documents that capture the operations and direction of the Charter School.
- **Make budget revisions (as needed and upon Charter School request) –**. CSMC can make budget revisions as needed and when the Charter School requests them to reflect changing circumstances (e.g., enrollment or personnel changes, grant awards, etc.) We create customized budget scenarios to inform decision making by school leadership and the Governing Board. CSMC tracks the budget to actuals and can update the budget forecast as requested or appropriate.
- **Updated monthly budget forecasts** – CSMC tracks budget to actuals and updates the budget forecast as appropriate.

FINANCIAL STATEMENTS:

- **Monthly year-to-date financial statements** – CSMC prepares Year to Date (YTD) actual results compared to the budget for board meetings or as requested.
- **Sage Intacct** - Your real time access to the accounting system allows you to drill down to detail, in multiple high value reports commonly used by school leadership and business staff including but not limited to: Statement of Activities; Balance Sheet; Statement of Activities by Restriction/Resource; Budget vs. Actual;

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Balance Sheet by Location (for multi-location schools.) See samples of these user-friendly reports in the Appendix section.

- CSMC typically closes books monthly within fifteen business days of the following month, provided all supporting documentation has been transmitted to CSMC. If the required supporting documentation has not been provided, CSMC will notify school leadership and may produce monthly financials with the information it has, noting what is not included.
- **Monitors cash position** – CSMC monitors the Charter School's cash position to anticipate possible cash shortfalls.
- **Cash Management –** As needed for cash critical periods, CSMC can provide projected cash balances for up to 30 days and will notify leadership when anticipating potential cash shortages. Available cash is monitored to ensure adequate balances for recurring transactions such as payroll, retirement, rent, insurance, and taxes.
- **Customized financial analysis –** CSMC performs reasonable financial analyses that the Charter School staff or board requests, e.g., providing a comparative analysis of the school's budget relative to industry norms or fulfilling a request for information from the authorizing entity. Upon request, CSMC can also develop financial health analysis so the board and staff can quickly focus on the most important financial issues.
- **Support in resolving financial issues** – CSMC helps the Charter School leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding.

ACCOUNTING:

- **Setup of Charter School's chart of accounts and general ledger** – CSMC sets up and maintains the school's Standardized Account Code Structure (SACS)-compliant chart of accounts.
- **Customized account codes** – CSMC can add customized account codes for unique features of the Charter School program.
- **Restricted funds tracking** – CSMC tracks revenue and expenditures by fund, e.g., tracking by implementation grant funds, expenses, or Title I expenditures. Restricted fund balances, expenses and deadlines are routinely reviewed on standing calls.
- **Assessing Training Needs** – training on CSMC accounting systems and process will begin at the initial stages of onboarding and continue to be provided based on school needs. CSMC will also collaborate with school leadership (as needed) to thoroughly assess existing business operations and compliance reporting processes. CSMC will recommend refinement focused on increasing efficiency, timely exchange of information and sound internal controls.
- **Transaction recording** – CSMC records all transactions in a computerized accounting system that is available for viewing.
- **Journal entries and account maintenance –** CSMC prepares and records journal entries and maintains the general ledger according to accepted accounting standards.
- **Bank reconciliation** – CSMC reconciles primary bank and investment accounts to the general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required. CSMC alerts school leadership of any irregularities, unreconciled amounts, or missing documentation.

- **Capitalized Assets** – CSMC records capital assets in the general ledger according to Charter School financial policy and according to Generally Accepted Accounting Principles. CSMC also records depreciation on an annual basis and maintains a schedule of capitalized assets and accumulated depreciation. Charter School is responsible for tagging and conducting inventories for all fixed assets whether capitalized or non-capitalized for internal control purposes and other compliance reporting.
- **Sage Intacct accounting reports** - The Sage Intacct portal allows the Charter School and CSMC to generate financial reports on an as-needed basis. Charter School can generate reports including, but not limited to detailed account activity, including scans of all invoices entered through the accounts payable system; check register activity; summary of the budget, expenditures by account; cash balances; payroll register (for periods when payroll is processed by CSMC); revenues; and general ledger.
- **LLC Accounting Services** (fee for service)
  - Setup Chart of Accounts.
  - Bank Reconciliation: Reconcile Bank Accounts and/or Trustee accounts to the General Ledger monthly.
  - Maintain General Ledger: Prepare and record entries to the General Ledger according to Generally Accepted Accounting Standards.
  - Capitalized Assets: Prepare and maintain Depreciation Schedule, record depreciation entries to the General Ledger per the schedule.
  - Bonds entries: Prepare and record Bonds entries per amortization schedule.
  - Reconcile Due to/Due from Account with the Charter School.
  - Provide reports and support for LLC audit process.
  - Fee for service applies. $1000.00 per month. $12000.00 per year.

ACCOUNTS PAYABLE & RECEIVABLE:

- **Revenue verification –** CSMC reviews revenue intake and verifies that the Charter School is receiving accurate amounts of state and federal funds based on its enrollment and other pertinent factors. CSMC reviews revenue intake and verifies through available state Department of Education schedules.
- **Revenue collection for improperly calculated payments** – if the funds received from the state or the county/district do not reflect the proper amounts and there appears to be a calculation error, CSMC will contact the appropriate officials and alert them of the issue. CSMC will use reasonable efforts to negotiate on behalf of the Charter School in disputes with funding agencies over improperly calculated payments.
- **Accounts Payable functions**: CSMC's automated accounts payable system increases visibility and accountability for both the timely generation of invoices by vendors and timely payment by the charter school, in facilitating the review, approval and processing of accounts payable. The streamlined coding process saves time and simplifies research on status of vendors and bills.
  - Vendors submit invoices electronically and directly into the automated AP.
  - Vendors can choose how they receive payment. All payments are issued by the third party and funds are taken via ACH from the school's bank account once invoices are approved for processing, in accordance with board approved fiscal policies and procedures.

- **Invoice review** - CSMC reviews invoices to assist in the prevention of double payments or double billings on multiple invoices. CSMC alerts Charter School to payment issues with vendors.
- **Invoice payment support -** CSMC also verifies that funds are available to pay the bill and notifies Charter School if there are not sufficient funds.
- **Fund verification is only available** if there is online read-only bank access and if all checks are processed through CSMC. Your school's provision of read-only access at the outset of the service agreement is critical.

- **Rush Check and Express Shipping - Fee for Service**
  - CSMC automated accounts payable system and schedule allow sufficient time for processing and paying invoices.
  - A service fee applies to all rush check requests, including any overnight or express shipping charges.
  - Each rush check incurs a fee of $50.00.
  - The charter school is responsible for all overnight and express shipping charges and will be invoiced accordingly.

AUDIT SUPPORT AND GOVERNMENT FINANCIAL REPORTING:

CSMC has developed a strong rapport with multiple audit firms who recognize our responsiveness and timely provision of data required to complete a timely and compliant audit. We are committed to facilitating the delivery of a clean and timely audit for your school. We project-manage your audit for you, so you don't have to. Whenever possible, we collaborate to establish clear deadlines for a draft and/or final audit report maximizing your Board's time to review, understand and approve the audit prior to the December 15 due date.

- **Audited financial reports** – Subject to timely receipt of information and/or materials from the school and/or the auditor, as applicable, CSMC prepares all financial information for the audit so that the auditor can file reports before state-required deadlines.
- **Project Management** - You can expect us to inform school leadership immediately if we experience unforeseen delays from the audit firm or challenges securing required information from school staff.
- We're always available to attend a meeting or call with the school and audit firm if needed to ensure the best outcome in the audit report process.
- **Preliminary and final budget reports** – CSMC prepares and files the preliminary budget report by July 1st (or earlier if required by the authorizer) based on the board-adopted budget unless Charter School agrees to file reports. CSMC can also prepare a final budget upon request.
- **Interim financial reports** – CSMC prepares and files the two interim financial reports to the county by the December 15 and March 15 (or earlier if required by the authorizer) deadlines.

SB 740 COMPLIANCE

- **SB 740 applications** – CSMC works with the client to submit SB 740 facilities applications and reimbursements on the Charter School's behalf for classroom-based charter schools with eligible facilities costs.
- **SB 740 funding determination form** –. CSMC provides ongoing management and support in meeting the SB-740 Funding Determination targets and funding requirements for all non-classroom-based Charters. CSMC prepares and submits the Funding Determination Application each cycle, supporting the school throughout the entire process to ensure maximum funding.

MONTHLY FINANCIAL REPORTS AND UPDATE

- **Monthly Financials and Board Packet**- To keep the charter school leadership informed so that they can make prudent financial decisions, CSMC's creates a detailed board report for each regularly scheduled board meeting that includes budget to actuals with a written narrative analysis, cash flow projections; Balance Sheet Summary; school's performance against key financial metrics; and Compliance Reporting Look Ahead. We provide you with the option of including additional financial reports in the supplemental section.
- Typically, CSMC closes each monthly reporting period by the 15th day of the following month, enabling us to provide comprehensive monthly financials shortly after closing.
- CSMC is committed to providing comprehensive and timely financials and will notify school staff and leadership of missing back up or information needed from the school

BOARD MEETING SUPPORT, AND PRESENTATION OF MONTHLY FINANCIALS

- **Monthly financials and Board Packet-** CSMC creates a detailed board report for each regular board meeting that includes budget to actuals with a written narrative analysis, cash flow projections; Balance Sheet Summary; school's performance against key financial metrics; and Compliance Reporting Look Ahead. We provide you with the option of including additional financial reports in the supplemental section
- **Board meeting presentations -** – CSMC participates in board meetings via teleconference and presents financial reports and analysis. If periodic in person attendance is what you prefer, CSMC and the charter school will make appropriate arrangements.

COMPLIANCE & ACCOUNTABILITY

- CSMC can support all required compliance reporting, and we recognize the importance of timeliness and accuracy. On our *Client Partner Standing Call*, CSMC routinely reviews all compliance and submission requirements up to three months in advance of the due date. This facilitates a shared understanding of roles between your school staff and CSMC and task completion timelines, so nothing falls through the cracks.
- **Compliance Calendar** - CSMC provides a compliance calendar with a "Look Ahead" feature that provides an outline for review (of all compliance requirements) with school leadership up to three months in advance of due dates to facilitate planning.
- **Compliance support** - Charter School is solely responsible for complying with legal requirements. CSMC will provide advice and guidance in a non-legal capacity to support Charter School's compliance efforts. Please

note that CSMC's guidance does not constitute professional legal services. Since rules, regulations, and interpretations regularly change, Charter Schools should seek independent verification and counsel from their attorneys or other sources to ensure legal compliance.

- **SPED financial reporting** – With input and information from Charter School, CSMC provides required SPED financial reports.
- **Funding compliance** – CSMC makes compliance recommendations regarding funding requirements, implementation grant funding and other restricted funds. Note that funding compliance is especially complex with many requirements the Charter School must satisfy.
- **District and state regulation compliance** – CSMC can problem-solve with the Charter School areas deemed not in compliance with the district or state regulations.

FISCAL POLICIES AND PROCEDURES -DEVELOPMENT AND TRAINING

- CSMC routinely reviews and makes recommendations for improving compliance and increasing efficiencies in your school's fiscal policies and procedures. We can support your best practice of annual review, refinement, and Board approval of your fiscal policies, based on feedback from your auditor, authorizer, leadership, and staff. We also are experienced at providing training for your staff and Board aligned to annual edits and focused on key elements of your policy.

GRANT MANAGEMENT AND SUPPORT

- **Fund accounting** – CSMC tracks restricted revenues and expenses based on information received from the Charter School.
- **Financial reports –** CSMC prepares customized financial reports for grant purposes.
- **Con App** – CSMC assists in the preparation and filing of the Con App parts 1 and 2 for eligible schools.
- ***In addition to the above, CSMC now offers fees for service support with grant research and application development for schools interested in pursuing other specialized grant funds.***

AUTHORIZER OVERSIGHT SUPPORT

CSMC's goal is for your school to maintain a good standing and strong rapport with your authorizer. We have decades of experience collaborating with the CDE, County Offices of Education, and Local District authorizers.

- Support with strategy and written responses to your authorizer and review all communications and develop strategic responses.
- Participate in teleconferences/meetings and meet in person with the school and authorizer, as needed. Including on-site visits.
- Review and present highlights and feedback from prior oversight visit to business operations staff, leadership, and Board) culminating in a strategic plan and messaging authorizer.
- Advance review of fiscal preparation guide and all authorizer requests and requirements related to oversight audit. CSMC compiles fiscal documents/folders (and identifies items where school site input is required) so nothing is missed.

VENDORS AND FACILITY FINANCING SUPPORT

- CSMC can provide support with vendor negotiations and reviewing contracts.
- CSMC can assist with facility financing and support lender and underwriter relationships.

SERVICE DELIVERY – CLIENT STANDING CALLS

CSMC utilizes a ***CLIENT STANDING CALL*** routine with most clients.

- This is a pre-set, recurring meeting, set to fit your schedule.
- It gives you direct access to your key CSMC contacts in each service division. One-stop.
- Ensures Responsiveness and Accessibility to Your Client Services and Support Team.
- Your assigned CSMC School Business Manager, Account Manager, and Payroll Tech participate in these calls along with your School Leadership and Business Operations team.
- CSMC can facilitate the development of an advance agenda with you to address your priorities while providing your school team with the evolving information, support, and training it needs.
- Each CSMC service division contributes to this agenda to keep everyone ahead of upcoming deadlines and keep your team coordinated with ours.
- CSMC follows up with a written summary of your agreed-upon action steps and delegated tasks for our team and yours.

CSMC routinely includes these important topics on these calls:

- Review of All Compliance Due Dates. Calendar Look Ahead that integrates into Board meeting planning.
- Restricted funds spending; and tracking. Coding of invoices.
- LCAP coding; spending; and tracking
- Outstanding payroll items
- Outstanding retirement items

CSMC's strategic onboarding and transition plan will include a schedule of these meetings. For most new client partners, these meetings occur weekly and then transition to bi-weekly or monthly.

This time is solely for **your school, and your team**, to collaborate with your entire CSMC Client Services and Support Team!

Roles & Responsibilities - Back-Office

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high-quality, timely business services.

Table 1 below outlines the roles and responsibilities of both parties:

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Table 1: Roles & Responsibilities - Back Office

CSMC	Health Sciences High & Middle College
☐ Timely and accurate check payments ☐ Payment of invoices according to Charter School's approval policies ☐ Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors. ☐ Payment systems linked to financial statements and creating analyses for informed managerial decision-making. ☐ Bank account reconciliations. ☐ Invoice/payment research. ☐ Advising clients on outstanding checks to ensure adequate cash	☐ Submission of Payment and Deposit Information ☐ Weekly submission to CSMC of invoices, reimbursement requests, deposits, and other expenditures using CSMC forms and processes. ☐ Coding all expenses and non-state funding deposits using CSMC forms and processes and codes from the most recent budget. ☐ Banking: Monitoring and maintaining adequate bank account balances to meet expense obligations ☐ Provide online read-only access to the bank account

Accounting Deadlines and Calendars referenced above shall be provided separately by CSMC.

Scope of Services: Payroll, Retirement Reporting & Human Resources

CSMC uses an external payroll processor to accomplish the following tasks. CSMC helps interface between the Charter School and payroll processors. CSMC and performs quality checking and review of payroll processes. The Charter School pays all payroll processing fees directly to the payroll processor.

- **Payroll Processing** – CSMC calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Charter School representatives. CSMC generates checks for signature by authorized Charter School representatives (or through electronic signature) or facilitates Direct Deposit at the Charter School's request. The fees set forth above include semi-monthly payroll processing.
- **Payroll Calendar**-CSMC will produce a payroll calendar to follow the Charter Schools payroll processing needs. This will be reviewed and approved by the Charter School then will be used throughout the fiscal year to meet necessary payroll deadlines.
- **Payroll Reporting –** CSMC and its payroll processor prepare, and file all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports, and payroll tax deposits to the appropriate authorities for a single EDD/tax ID number. CSMC provides payroll reporting services for multiple reporting EDD/tax ID numbers.
- **W-2 Processing** – CSMC works with the payroll processor to prepare W-2 forms, which are mailed to the Charter School, provided that this Agreement remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Charter School, per

CSMC policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services.

- **IRS, SDI, WC Support –** CSMC assists in resolving payroll tax issues before the IRS and other federal and state reporting agencies in a non-legal capacity. CSMC also assists the Charter School with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.
- **STRS/PERS and Other Retirement Plan Administration** – The Charter School is responsible for STRS/PERS account set-up, administration forms and notices tied to enrollments, leaves of absence, and terminations, and any fees from outside parties including late fees and interest levied by STRS/PERS.
- CSMC retirement team will help the Charter School set up STRS/PERS accounts as requested and make appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the Charter School. Some counties charge separately for this mandated service.
- CSMC will process the Charter Schools monthly retirement reporting and submit either directly to retirement agency or to the county that the Charter School resides.
- CSMC retirement team will work with the Charter School and county to obtain access to county specific reporting and submission requirements and server specific desktop applications when applicable.
- The CSMC retirement team can assist the Charter School in setting up with notifications, for required notices for all applicable retirement agencies to ensure they are current on rules and regulations.
- CSMC retirement team will assist with retirement questions and resolutions with the Charter School. When applicable, provide direct contacts at the county the Charter Schools reside in or retirement agency the Charter School have account(s) with for clarification(s).
- CSMC clients have discovered that corrections are needed to retirement reporting (STRS/PERS) that was completed before hiring CSMC as their back-office service provider. Often these required prior corrections may not be recognized or identified by clients, their employees, or the agencies involved until a time after the clients have contracted with CSMC. Resolution of these issues can often take months, including penalties and interest due to how retirement agencies process and audit correcting reports. CSMC recognizes the importance of ensuring accurate retirement reporting for all your employees. CSMC has the expertise and experience to support our clients with resolving these issues, however, depending on the time and effort required, CSMC's retirement team support may require a fee for this service arrangement.

HUMAN RESOURCES SUPPORT

- Employee File Setup – CSMC supplies the Charter School with new hire packets to facilitate compliance with state and federal requirements, including Live Scan procedures, TB test guidelines, and credential verification.
- Teacher Credentialing Support – CSMC offers non-legal guidance and assistance to Charter School leaders in assessing teacher credentials.
- Handbook Development – CSMC provides non-legal business advice on employee handbooks, focusing on their business implications.

Roles & Responsibilities - Payroll

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high-quality, timely business services. ***Table 2 below outlines the roles and responsibilities of both parties:***

Table 2: Roles & Responsibilities - Payroll

CSMC	Health Sciences High & Middle College
☐ Accurate, complete payroll on a semi-monthly basis ☐ Published Payroll Calendar with payroll deadlines. ☐ Reminders for payroll deadlines ☐ Final payroll information is sent to the client for approval by at least one working day before Charter School's payroll approval date when payroll is received per approved calendar. ☐ Audited payroll register will be provided to the Charter School to review and approve prior to payroll submission due date as shown on the payroll deadline calendar. ☐ Advice on setting up STRS/PERS CSMC will provide all payroll tax filing and W-2s. ☐ Maintain client partners payroll systems based on information provided by the Charter School. ☐ Completes monthly retirement reporting for STRS and PERS whichever is applicable. ☐ CSMC will enter STRS retirement profiles for Charter Schools that report directly to STRS and not a county. ☐ CSMC will maintain the appointments of CalPERS employees for Charter Schools that report directly to PERS and not to a county.	☐ Timecards and Changes: Submission to CSMC of timecards for new hires and other payroll changes by payroll calendar deadlines and using CSMC forms/processes. ☐ Payroll Approval: Approval (email or text) to CSMC by - Payroll Calendar deadlines ☐ New Hires: Timely submission to CSMC of new hire paperwork. ☐ Enrolling (or working with a broker to enroll) staff in any 403b, health plans, and other insurance/retirement/contribution/ deduction programs. ☐ Completing and submitting retirement forms for new hires, new enrollments, leave of absences, terminations, and retiring. ☐ Terminating staff from health plans, retirement plans, other insurance, and other applicable contribution/ deduction programs.

The Payroll Deadlines / Calendars referenced above shall be provided separately by CSMC.

Scope of Service: Student Data and Information System Support; Student information System (SIS) Management

☐ **Implementation and Maintenance**: CSMC specializes in the full spectrum of Student Information Systems (SIS) services, from initial setup and configuration to ongoing maintenance, ensuring the system is tailored to meet the unique operational and educational needs of each client partner.

- **Training**: To maximize the effectiveness of your SIS, CSMC offers detailed training sessions for both administrative and teaching staff, covering critical functionalities like report card management, grading, and scheduling. These sessions are designed to enhance user confidence and proficiency with the system.
- **SIS Platform Expertise:** CSMC works with a variety of industry-leading SIS platforms, including **PowerSchool, Aeries, School Pathways, Synergy,** and other similar systems. Our team is experienced in optimizing these platforms to support school operations, compliance reporting, and data management needs.

ATTENDANCE REPORTING SUPPORT:

- **Comprehensive Reporting Assistance**: CSMC provides end-to-end support for all state and local attendance reporting requirements, such as P-1, P-2, and Annual attendance reports, ensuring institutions meet all regulatory compliance mandates efficiently.
- **Data Verification and Audit Support**: Our team offers thorough assistance in verifying attendance data for accuracy, conducting mock audits, and resolving any discrepancies. This proactive approach is aimed at maintaining the integrity of attendance records and ensuring compliance with state and local regulations.

CALPADS REPORTING AND SUPPORT:

- **Submission Management**: CSMC manages every aspect of CALPADS reporting, encompassing the preparation, submission, and necessary amendments of reports to satisfy state deadlines and requirements effectively.
- **Error Resolution and Compliance**: We offer dedicated support in resolving enrollment conflicts and fatal errors, guaranteeing precise CALPADS data submissions. CSMC provides proactive updates and guidance on adapting to CALPADS mandates and changes, ensuring our client-partners are always in compliance.
- **Ongoing Maintenance**: CSMC conducts bi-weekly uploads of student enrollment files and student information files, ensuring the continual accuracy and timeliness of CALPADS reporting data.

HELP DESK SUPPORT SYSTEM:

- **Efficient Ticket Submission and Resolution**: CSMC operates a structured desk system, allowing for the efficient submission and tracking of support requests pertaining to SIS, attendance, and CALPADS issues. We are committed to promptly addressing and resolving tickets within 48 hours.
- **Urgent Support and Communication**: CSMC has established procedures for the escalation and swift resolution of urgent matters. We maintain continuous communication through our help desk system, providing timely updates and gathering necessary information to facilitate quick resolutions.
- **Service Delivery Commitment**: Charter School Management Corporation (CSMC) is dedicated to delivering these services with unmatched professionalism and expertise. Our team is committed to ensuring that your institution's student data management needs are met with the utmost accuracy, efficiency, and compliance. This service agreement underscores CSMC's pledge to offer comprehensive support across your student data systems, including specialized assistance for SIS, meticulous attendance reporting, CALPADS management, and a responsive help desk support system.

- **Client Responsibilities**: **Maintenance and Accuracy of Student Data**: The client partner is responsible for the continuous collection, entry, and upkeep of student data within the designated Student Information System (SIS). This encompasses ensuring both the accuracy and completeness of student data, which is fundamental for the integrity of state reporting, compliance efforts, and maintaining data in a state ready for reporting in line with regulatory requirements. The Client acknowledges the significance of this responsibility in supporting the integrity of compliance and reporting processes. Collaboration for Compliance and Reporting: CSMC commits to providing essential guidance and support regarding compliance and reporting standards. While CSMC will assist in ensuring the Client's understanding and implementation of these requirements, the primary responsibility for the Maintenance and accuracy of the data within the SIS.

Scope of Services: Accountability and Education Program Compliance and Grant Writing Services

(AVAILABLE UPON REQUEST – FEE FOR SERVICES)

✓ Accountability Plans ✓ Charter Renewal ✓ Compliance ✓ Educational Partner Engagement ✓ Executive Coaching ✓ Governance ✓ Instructional Leadership ✓ State & Federal Education Programs ✓ Grant Research ✓ Writing, and Support

CSMC has the expertise and experience to provide additional support in these accountability and educational program compliance areas.

- CSMC's **webinars** are open to all charter school partners free of charge and will be filled with the most current information regarding topics ranging from compliance to strategic planning for accountability plans and charter renewal. More intensive workshops are offered for a fee.
- **CA Data Analysis for Instructional Improvement (State & Federal Accountability)**
  Based on available state data including the CA Dashboard and CAASPP, serve as a partner for instructional improvement to meet the needs of various student groups appearing on the Dashboard. If a school has been identified for Differentiated Assistance (DA) and/or ESSA accountability, the school is required to develop a plan for improvement in student outcomes.
- **Educational Partner Engagement & Governance**
  Transparency in charter school governance has been a particular focus of authorizers and organized labor in criticizing charter schools. The Consulting Services team provides a variety of support services for schools needing to develop a coherent plan for consistent student/parent/community engagement for input in the LCAP as well as other LEA, SEA, and Federal plans.

- **LCAP**
  The three-year plan aligned to CA's Eight State Priorities has become crucial to how the charter school sets its accountability standards for growth over the term of the LCAP. Ideally, the Consulting Services team works with a school to develop the initial plan to ensure all required metrics meet the State requirements, as well as assisting in the development of responses to the varied prompts in the state template. Note: there are three different levels of support offered to align to your needs.
- **LCAP Federal Addendum** The federal addendum is a one-time requirement, last completed in June 2019 to account for the use of federal title funds in a manner that supplements state and local funds for the educational program.
- **Charter Renewal**
  Support for the charter school leadership in developing the charter renewal petition for submission to the authorizer. Members of the Consulting Services team are uniquely positioned for this work based on experiences with a variety of authorizers throughout the State of California. Additionally, the team maintains relationships with charter advocacy groups and the CDE to ensure a charter school considers political and strategic issues. Note: there are three different levels of support offered to align to your needs.
- **State/Federal Programs Compliance for FPM**
  FPM is a program review and the use of federal Title funds for specialized instructional programs targeted to the neediest students. Note: there are three different levels of support offered to align to your needs.
- **Board Training**
  CSMC are experts in providing high quality board training on multiple topics. Governing Best Practices; Brown Act Compliance; Board Roles and Responsibilities; Fiscal Management and Oversight are a few recurring topics.

Master Services Agreement Between CSMC & Charter School

This Master Services Agreement ("Agreement") is entered into as of **July 01, 2025** ("Effective Date"), by and between Charter School Management Corporation ("CSMC"), and Charter School ("Charter School" or "Client"), for CSMC's provision of back-office services to Charter School on the terms set forth herein:

1. **Term:** The term of this Agreement shall be from the Effective Date until June 30, 2028 (the "Initial Term").
2. **Services:** CSMC shall perform the services outlined in the Scope of Services attached hereto and incorporated herein, which may include finance and accounting, payroll and human resources support, business consulting, board meeting support, facilities guidance, compliance, and charter development and grants administration support services. Upon mutual written agreement, the parties may modify the Scope of Services by revising the Scope of Services at any time.

3. **Excluded Services:** Other than the Services outlined in the Scope of Services, CSMC is not responsible for any other services, unless mutually agreed to in writing. Examples of excluded services include but are not limited to, legal services or legal costs, technology installation and support, purchasing of small items or curriculum materials, printing and graphic arts, grant-writing or fund-raising, hiring, meetings with outside parties (e.g., the Charter School Board or authorizer) beyond those meetings required to accomplish the Services, Special Education administration, testing, assessment, compliance with the Every Student Succeeds Act, compliance with government grant requirements, audits, attendance accounting, employee performance reviews, Student Information Systems support, and other outside professional services costs ("Excluded Services"). If the Charter School wishes to obtain Student Information Systems support, the parties shall enter into a supplemental service level agreement that outlines the parameters of all student data services.
4. **Compensation:** In exchange for CSMC's provision of the Services, Charter School agrees to pay as follows:
    a. **Services Fee:** CSMC does not solely base its fees on the number of students at a charter school. Instead, it provides an economic, tailored flat rate that is a result of CSMC's discussion with the school about its specific needs. The fee for Services for Charter School shall be as outlined in the Scope of Service ("Services Fee"). This Services Fee shall apply to the provision of Services starting **July 01, 2025**
        i. **Revision of Services Fee During Term:** Upon mutual written agreement, the parties may modify the Services Fee by revising the Scope of Services at any time, e.g., to reflect an agreed-upon change in the scope of Services. CSMC also closely tracks the hours it spends on performing the tasks for Charter School. If at any time CSMC or Charter School believes the Services Fee does not accurately reflect the amount of work and resources expended by CSMC, the parties shall enter good faith discussions to increase or decrease the Services Fee.
    b. **The rate for A La Carte Services:** Should Charter School desire a la carte services at any time during the Term, CSMC would be pleased to provide such a la carte services subject to CSMC's capacity and written agreement.
        i. The A la carte services may include but not be limited to grant-writing (e.g., PCSGP), any in-person board attendance beyond 24 hours in a year, drafting new and renewal charter petitions, facility acquisition and lease negotiation support, and charter revocation and notice compliance support, document subpoena or testimony support, and implementation of computer systems.

For services work, CSMC shall produce invoices for services and all expenses due to CSMC. Payment for all services and expenses are due upon presentation of invoices. CSMC reserves the right to suspend the provision of Services in the event an invoice is 30 days past due.

Additionally, CSMC retains the right to assess a 1 % per month (12 % per annum) late charge or the maximum legal rate of interest, whichever is less, on unpaid balances that are over 30 days past due.

Charter School shall reimburse CSMC for all reasonable costs incurred, including reasonable attorney's fees, in collecting past due amounts owed by Charter School.

5. **Charter School Obligations:** In addition to the obligations listed in the Scope of Services, Charter School shall be responsible for the following:
    a. **Timely Submission of Information:** To provide the Services, CSMC relies on Charter School to provide timely, accurate, and complete information, and to cooperate reasonably with CSMC. CSMC shall not be responsible for any missed deadlines if Charter School and/or Charter School's contractors (e.g., auditors) fail to timely provide necessary information and materials to CSMC. A submission is timely under this Agreement if CSMC, in its sole discretion, determines it has sufficient time to complete its required tasks.
    b. **Right to Rely:** CSMC has the right to rely upon the truthfulness, completeness, and accuracy of the information and data provided by Charter School, its directors, officers, employees, and agents. CSMC shall not be expected to, and Charter School may not rely on CSMC to, discover and disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Charter School. Charter School understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in Charter School's internal controls as part of CSMC's provision of Services under this Agreement.
    c. **Notice of Material Changes:** Charter School shall immediately inform CSMC of any material change in Charter School or Charter School's operations that might impact CSMC's ability to provide the Services under this Agreement.
    d. **Compliance:** CSMC's services will assist Charter School's back-office operations, but CSMC shall not be responsible for auditing Charter School's information and operations for completeness and compliance. Charter School is solely responsible for adopting and adhering to reasonable policies and procedures, and for ensuring the Charter School remains in compliance with all applicable rules and regulations, its charter(s) and any MOUs or other contracts, and sound fiscal operations.
    e. **Direction:** Charter School acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of Charter School. Charter School retains ultimate decision-making authority on the execution of agreements, transactions, and payments, and the determination of rights, processes, controls, and obligations rests entirely in the discretion and control of Charter School. The Charter School is responsible for attendance tracking and reviewing employee performance.
6. **Document Retention:** Charter School shall be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Charter School agrees to retain, and not destroy, such records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years or may return them to Charter School, after which time CSMC shall destroy its files unless Charter School requests in writing that CSMC retain files for a shorter or longer retention period.
7. **No Legal Services:** Charter School acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and such licensed professional services are not included within the services

which CSMC may provide under this Agreement. Charter School agrees to consult a lawyer and/or licensed accountant if Charter School seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation, or services.

8. **Support Regarding Charter Notices and Revocation:** Unless expressly included within the Services or otherwise mutually agreed upon by the parties, CSMC shall not be responsible to perform any services related to any charter revocation, notice to cure, a notice of concern, or related notices, and CSMC shall not be responsible for performing any services related to any closure of any school operated by Charter School.
9. **Limitation of Services:** CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by Charter School. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by Charter School during CSMC's performance of its Services under this Agreement. Charter School understands and agrees that it is retaining CSMC to perform only those Services defined herein and in the Scope of Services. Charter School agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task, or work not included within the definition of Services.
10. **Limitation of Liability:** The parties agree that CSMC's liability for all claims, damages, and costs (including legal fees) of the Charter School arising from this Agreement is limited to $100,000. In addition, Charter School expressly agrees to waive (among other damages) all punitive and exemplary damages in any proceeding.
11. **Disclaimer of Warranties:** CSMC makes no representations or warranties, express or implied, regarding its services, including but not limited to any warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or uninterrupted or error-free performance. Charter School acknowledges that the success or effectiveness of services depends on various factors beyond the control of CSMC. CSMC makes no warranties that include or involve the use of third-party products, software, or services, and disclaims all liability for any defects, errors, or failures related to them.
12. **Limitation of Liability for Referral:** The Services which CSMC is required to perform under this Agreement do not include referring Charter School to any other service provider, person, or company. If CSMC is asked and elects to make a referral, Charter School acknowledges and agrees that Charter School shall be solely responsible for interviewing, researching, and retaining any such service provider, person, or company, and Charter School shall rely on its assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work, or results of any service provider, person, or company that CSMC may refer to Charter School.
13. **Employee Recruitment Restriction:** Charter School recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial costs in recruiting, training, and retaining qualified personnel. Charter School agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC, who has provided services to Charter School under this Agreement, during the term of this Agreement and for a period of 12 months after such person terminates employment with CSMC. Charter School agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business, and the damages therefrom would be difficult if not impossible to measure. Consequently, if Charter School breaches this provision, Charter School agrees to pay CSMC an amount equal to 100 **%** of the individual's projected annual compensation from CSMC.

14. **Governing Law and Dispute Resolution:** This Agreement shall be construed in accordance with the laws of the State of **CA.** CSMC and Charter School agree that all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant, or in any other capacity in any court action, including any action for indemnity. The arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement and that any claim commenced or filed after that time shall be time-barred as a matter of law.
15. **Termination:**
    a. Either party may terminate this Agreement for breach of a material term or condition of this Agreement upon 60 days written notice to the other party. Such written notice shall specifically identify the breach and provide 30 days to cure. Upon any termination under this section, Charter School shall pay CSMC for all services rendered by CSMC before the effective date of termination.
    b. CSMC may terminate this Agreement immediately upon written notice and without liability in the event: (*i) Charter School, in CSMC's reasonable judgment, violates any of its obligations described in Section 4. Upon any termination under this section,* Charter School shall pay CSMC for all services rendered by CSMC before the effective date of termination, and Charter School shall also pay CSMC for all costs resulting from such early termination, such as costs related to demobilization.
16. **Insurance:** Charter School represents and warrants that it has obtained property general liability insurance, workers compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators' legal liability, abuse and molestation, and employment practices liability as may be required and in amounts as outlined in its charter(s).
17. **Indemnification:** Charter School shall indemnify CSMC and hold harmless its directors, officers, employees, and agents from and against all actions, claims, damages, and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors, or omissions of Charter School. To the extent that Charter School properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold Charter School and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify Charter School against claims, demands, or suits based upon intentional or negligent acts of Charter School, its agents, officers, or employees.
18. **Proprietary Information**: The parties acknowledge and agree that during this Agreement they may have access to certain information proprietary to each other, which may include but are not limited to trade

secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Proprietary Information"). Each party's Proprietary Information shall be and remain the sole property of that party at all times. Each party shall maintain the confidentiality of all Proprietary Information to the extent applicable and shall not divulge such information to any third parties, except *(i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law.* Each party shall take reasonable precautions against disclosure of any of the other party's Proprietary Information to unauthorized persons by any of its officers, directors, employees, or agents. If either party receives a request for disclosure of the other party's information, including Proprietary Information, (whether according to a CA Public Records Act request or otherwise), the party that received the request shall provide the other party with prompt notice of the request. Each party agrees to keep all communications and work products confidential to the extent allowable by law.

19. **No Joint Venture:** The parties acknowledge that they will not hold themselves out as an agent, partner, or co-venturer of the other and that this Agreement is not intended and does not create any agency, partnership, joint venture, or any other type of relationship except the contract relationships established herein. CSMC shall be free to provide similar services to other clients.
20. **Parties Are Sole Obligors:** This Agreement is entered into by the Charter School for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, officer, or director of Charter School shall be personally liable for payment or any breach of this Agreement and that CSMC may only look to Charter School for payment or performance of the obligations required under this Agreement. Likewise, Charter School agrees that no employee, executive, shareholder, officer, or director of CSMC shall be personally liable for payment or any breach of this Agreement and that Charter School may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Charter School under this Agreement and will not be required to perform work or services to any company or person affiliated with Charter School.
21. **Communication Between Parties:** Charter School will direct all communication to the CSMC Account Manager and/or the School Business Manager. CSMC will direct all communication to Charter School's designated primary contact defined in the Notice section below.
22. **Notice:** All notices, requests, offers or demands, or other communications (each, a "Notice") given to or by the parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the party to whom notice is to be given, by electronic mail at the address below, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom notice is to be given, at such party's address set forth below, or such other address for such party as shall be specified in a notice given under this Section.

CSMC	Health Sciences High & Middle College
CSMC 43460 Ridge Park Dr. Temecula, CA 92590 slanni@csmci.com Attn: Sandro Lanni	Health Sciences High & Middle College 3910 University Ave. San Diego, CA 92105 ipumpian@hshmc.org Attn: Ian Pumpian

23. **Headings:** The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.
24. **Assignment:** Charter School shall not assign this Agreement, any interest in this Agreement, or any of its rights or obligations under this Agreement without the express prior written consent of the CSMC. This Agreement shall be binding on and shall inure to the benefit of, the parties and their respective permitted successors and assigns. CSMC reserves the right, in its sole discretion, to subcontract Services to qualified subcontractors.
25. **Entire Agreement:** This Agreement, including its attachments, constitutes the entire agreement between the parties concerning the subject matter contained herein and supersedes all agreements, representations, and understandings of the parties concerning such subject matter made or entered into before the date of this Agreement.
26. **Compliance with Laws:** Each party agrees to comply with all applicable laws in connection with the performance of such party's obligations under this Agreement and the operation of such party's business. As used herein, "law" means any federal, state, local or foreign law, statute, ordinance, franchise, permit, concession, license, write, rule, regulation, order, injunction, judgment, or decree.
27. **Amendments:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
28. **No Waiver:** No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
29. **Severability:** If any provision of this Agreement is invalid or contravenes CA law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
30. **Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, lockouts, fires, floods, earthquakes, or other natural disasters (each, a “Force Majeure Event”). The Party affected by a Force Majeure Event shall promptly notify the other Party of

the Force Majeure Event and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event. The Party affected by a Force Majeure Event shall be excused from the performance of its obligations under this Agreement for the duration of the Force Majeure Event, provided that such Party shall use commercially reasonable efforts to resume performance of its obligations as soon as reasonably practicable

31. **Counterparts - Electronic Signatures:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or. A PDF copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

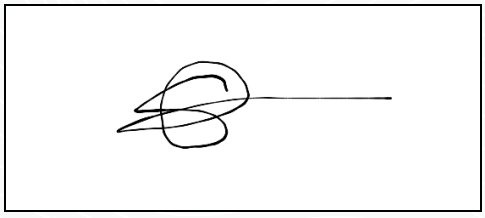
Please note that CSMC does not provide legal services and all work should be reviewed by Charter School's legal counsel as appropriate. Please also note that we will review and possibly revise these fees after the first year if there are appreciable student enrollment changes.

Charter School Management Corporation	Health Sciences High & Middle College
Name: Sandro Lanni	Name: Ian Pumpian
Title: President	Title: Executive Director
Date: 05 / 15 / 2025	Date: 05 / 15 / 2025
Signature: 	Signature: Ian Pumpian

CERTIFICATE *of* SIGNATURE

REF. NUMBER
EYLUL-VY3BB-XBUFZ-IDEVK

DOCUMENT COMPLETED BY ALL PARTIES ON
16 MAY 2025 02:27:15 UTC

SIGNER	TIMESTAMP	SIGNATURE
IAN PUMPIAN EMAIL IPUMPIAN@HSHMC.ORG	SENT 23 APR 2025 22:34:14 UTC VIEWED 16 MAY 2025 02:13:47 UTC SIGNED 16 MAY 2025 02:14:15 UTC	 IP ADDRESS 148.59.195.202 LOCATION SAGLE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 16 MAY 2025 02:13:47 UTC	
EMAIL SLANNI@CSMCI.COM	SENT 23 APR 2025 22:34:14 UTC VIEWED 16 MAY 2025 02:14:40 UTC SIGNED 16 MAY 2025 02:27:15 UTC	 IP ADDRESS 70.112.65.101 LOCATION AUSTIN, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 16 MAY 2025 02:14:40 UTC	

HSHMC Agreement C- contract number

Services Agreement

This Agreement, for the provision of services is entered into this 2nd day of March 2026, by and between the HEALTH SCIENCES HIGH AND MIDDLE COLLEGE (hereinafter referred to as "HSHMC") and COMMUNITY WRAPAROUND (hereinafter referred to as "Contractor") who agrees to provide the following services to the HSHMC:

1. Scope of Services.
Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.
This Agreement shall be effective from the period commencing March 2, 2026 and ending March 2, 2027, unless sooner terminated by HSHMC as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to (school name) any and all equipment, documents or materials and all copies made thereof which Contractor received from HSHMC or produced for HSHMC for the purposes of this Agreement'

3. Termination.
This Agreement may be terminated with or without cause by HSHMC. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.
The (school name) will compensate Contractor at the rates found in Exhibit A, not to exceed a total of one hundred fifty-three thousand and six hundred dollars ($153,600). Contractor understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The (HSHMC reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the HSHMC assigned agreement number stipulated on the first page of this Agreement. Contractor will invoice HSHMC monthly for services that have been completed in the previous month.

Contractor may be reimbursed for reasonable and necessary expenses in accordance with HSHMC reimbursement policies provided such expenses are pre-approved as listed in Exhibit A or by the HSHMC

contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

Contractor is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

HSHMC shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement; unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

5. Confidential Relationship.

HSHMC may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the (school name). Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the HSHMC. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

6. Public Records Act.

Contractor acknowledges that the HSHMC is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000, et seq. The HSHMC acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.) Contractor acknowledges that the HSHMC may submit to Contractor information that the HSHMC considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for HSHMC shall be the property of HSHMC and shall be delivered to HSHMC by Contractor upon demand.

Services provided to the HSHMC, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability
Funding of this Agreement, if funded by the HSHMC, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, HSHMC shall have the exclusive right to withhold funding.

9. Data Privacy and Protection
All HSHMC content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the HSHMC.

All content/data created by the HSHMC or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the HSHMC student and personnel information will not be undertaken without the express, written consent of the HSHMC.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the HSHMC within 24 hours of the Contractor discovering an unauthorized access or disclosure of HSHMC data.

The Contractor and the HSHMC will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which HSHMC, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.
Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the HSHMC and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.
It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the HSHMC. Except as HSHMC may specify in writing, Contractor shall have no authority express or implied, to act on behalf of HSHMC in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind HSHMC to any obligation whatsoever.

13. Licenses, Permits, Etc.
Contractor represents and declares to HSHMC that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to HSHMC that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. Contractor's Insurance.
The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the HSHMC from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Bodily Injury and Comprehensive form - Property Damage Products/Completed Operations	$1,000,000 Amount
Auto Liability Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired Combined	$100,000/$300,000 Amount

The Contractor shall file, with the HSHMC, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the HSHMC as an additional insured.

15. Workers' Compensation.
The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of

Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the (school name) the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.
Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. Pupil Safety/School Safety Act.
California Education Code Sections 33192, 33195, and 45125 et al., provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The HSHMC has completed the "Pupil Safety Provisions" below certifying the level of contact that Contractor is expected to have with HSHMC pupils.

_x_The HSHMC has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

___ The HSHMC has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by _____, (Title) HSHMC Administrator

Date 8/19/2026

Signature _____

(HSHMC Program Manager/Director)

18. Indemnification.
To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the HSHMC, accept any and all responsibility for loss or damage to any person or entity, including HSHMC, and to indemnify, hold harmless, and release HSHMC, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against HSHMC based upon a claim relating to such Contractor's or its agents,' employees,' contractors,' subcontractors,' or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on HSHMC part, but to the extent required by law, excluding liability due to HSHMC conduct. HSHMC shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.
The HSHMC is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within HSHMC property.

20. Notices.
All notices, legal or otherwise, shall be provided as follows:

HSHMC:
Name, Title
Address
City, State, Zip
Phone number
Email

With copy to: Chief Business Officer and
HSHMC Legal Services
Address
City, State, Zip

Contractor:
Robert Ontiveros, President & CEO
404 Euclid Ave. Suite 301
San Diego, CA 92114
robert@communitywraparound.org
(858) 699-6235

21. Amendment.
No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the HSHMC and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.
In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which HSHMC is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension, or Ineligibility Clause.
By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.
Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the HSHMC Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.
Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System {PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless HSHMC for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of HSHMC.

28. Conflict of Interests.
Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employee any HSHMC official in the work performed pursuant to this Agreement. No officer or employee of HSHMC shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of HSHMC. Contractor understands that if this Agreement is or was

made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse HSHMC for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.
If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Waiver.
Any of the terms or conditions of this agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

32. Entire Agreement.
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

HEALTH SCIENCES HIGH AND MIDDLE COLLEGE

By (Authorized Signature)

Name (Type or Print)

Administrator

Title

3/19/2026

Date

COMMUNITY WRAPAROUND

By (Authorized Signature)

Robert Ontiveros

Name (Type or Print)

President & CEO

Title

03/2/2026

Date

NAI San Diego

PROPERTY MANAGEMENT AGREEMENT

Health Sciences High School and Middle College, Inc. ("Owner"), and

NAI San Diego ("Manager"), Manager shall include affiliates and wholly owned subsidiaries of Manager, included but not limited to San Diego Commercial Management, LLC ("SDCM, LLC") agree as follows:

1. APPOINTMENT OF MANAGER: Owner hereby appoints and grants Manager the exclusive right to rent, lease, operate, and manage the property known as 3910 University Avenue and 3995 Polk Avenue, San Diego, CA 92105 and any additional property which may later be added to this Agreement, ("Property"), upon the terms below, for the period beginning on February 1, 2019 and ending on January 31, 2020 , at 11:59 p.m. Either party may terminate this Agreement on at least 30 days written notice three (3) months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a Non-Exclusive Agreement which either party may terminate by giving at least 30 days written notice to the other. Manager represents that it is engaged independently in the business of managing properties, and that Manger is signing this Agreement as an independent contractor, and that this Agreement is not intended to provide or create partnership or joint venture between Owner and Manager.

2. MANAGER ACCEPTANCE: Manager accepts the appointment and grant, and agrees to:

A. Use due diligence in the performance of this Agreement.

B. Furnish the services of its organization for the ~~rental, leasing,~~ operating, and management of the Property as provided herein.

3. AUTHORITY AND POWERS: Owner grants Manager the authority and power, at Owner's expense, to:

A. TENANCY TERMINATION: Sign and serve in Owners name notices which are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner's name; recover rents and other sums due; and when expedient, settle, compromise, and release claims, actions and suits, and/or reinstate tenancies.

B. REPAIR/MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations, and decorations to the Property; purchase and pay bills for services and supplies. Manager shall obtain prior approval of Owner on all expenditures over $1,000.00 for any one item. Prior approval shall not be required for monthly or recurring operating charges, or, if in Managers opinion, emergency expenditures over the maximum are needed to protect the Property or other property from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a

lease or rental agreement by law. Manager shall not advance Manager's own funds in connection with the Property or this Agreement.

C. CONTRACTS/SERVICES: Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Manager may perform any of Managers duties through attorneys, agents, employees, and independent contractors, and, except for persons working in Manager's firm, shall not be responsible for their acts, omissions, defaults, negligence, and/or costs of same.

D. EXPENSE PAYMENTS: Pay expenses and costs for the Property from Owner's funds held by Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management fees and charges, expenses for goods and services~~, property taxes and other taxes, Owner's Association dues, assessments, loan payments, and insurance premiums~~.

E. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be given to Owner~~, or □ placed in Managers trust account~~. Owner shall be responsible to tenants for return of security deposits held by Owner.

F. TRUST FUNDS: Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Manager's personal accounts. Manager shall not be liable in event of bankruptcy or failure of a financial institution.

G. RESERVES: Maintain as a reserve in Managers trust account of: $ 0.00

H. DISBURSEMENTS: Disburse Owner's funds, held in Managers trust account, in the following order:

1. Compensation due Manager under paragraph 6.
2. All other operating expenses, costs, and disbursements payable from Owners funds held by Manager.
3. Reserves and security deposits held by Manager.
4. Balance to Owner.

I. OWNER DISTRIBUTION: Remit funds monthly, if any, to Owner.

J. OWNER STATEMENTS: Render monthly, statements of receipts, expenses, and charges for each Property.

4. OWNER RESPONSIBILITIES Owner shall:

A. Provide all documentation and records required by Manager to manage and operate the Property.

B. Indemnify, defend and hold harmless Manager, and all persons in Manager's firm, regardless of responsibility, from all costs, expenses, suits, liabilities, damages, attorney's fees, and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, in any way relating to the management, rental, security deposits, or operation of the Property by Manager, or any person in Managers firm, or the performance or exercise of any of the duties, powers, or authorities granted to Manager.

C. Carry and pay for: (i) public and premises liability insurance in an amount of no less than $1,000,000; and (II) property damage and worker's compensation insurance as required by law.

5. LEAD-BASED PAINT DISCLOSURE:

X The Property was constructed on or after January 1, 1978.

□ The Property was constructed prior to 1978.

A. Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____

B. Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Manager: _____

_____

6. COMPENSATION Owner agrees to pay Manager Fees in the amounts indicated below for:

A. Start-up Fee: $0.00

~~One Thousand and 00/100 Dollars ($1,000)~~

B. Management Fee:

Two and One-half Percent (2.5%) of total gross rents received or a minimum of $5,000.00, whichever is greater.

C. Project Coordination Fee: Not applicable

~~Five Percent (5%) of Projects up to $200,000; Fee to be negotiated on projects over $200,001.~~

D. Renting, Leasing or Lease Renewal Commission:

None

E. Evictions:

Manager shall appear in court on behalf of Owner at a rate of Eighty-five and 00/100 ($85.00) per hour.

F. Managing Property during extended periods of vacancy: Not applicable

~~Shall be a minimum fee of $1,500 per month.~~

G. Other:

Should NAI San Diego elect to employ maintenance division to handle any repair and/or maintenance items, Owner shall be billed Sixty-five and 00/100 Dollars ($65.00) per hour with a two (2) hour minimum charge.

H. This Property Management Agreement ("Agreement") does not include or shall not be limited to providing on-site management services, property sales, re-financing, preparing Property for sale or re-financing, modernization, fire, flood or major damage restoration, rehabilitation, preparation of income tax returns, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, attending Owner's Association meetings. If Owner requests Manager to perform services not included in this Agreement, a fee shall be agreed upon before the services are performed.

I. Manager may divide compensation, fees, and charges due under this Agreement in any manner acceptable to Manager.

J. Owner further agrees that:

1. Manager may receive fees and charges from tenants for (i) requesting an assignment of lease or sublease of the Property, (ii) processing credit applications, and (iii) any returned checks, and (iv) any other services that are not in conflict with this Agreement.

2. Manager may perform any of Managers duties, and obtain necessary products and services, through affiliated companies or organizations in which Manager may own an interest including San Diego Commercial Management, LLC. Manager may receive fees, commissions, and/or profits from these affiliated companies and such company may provide general maintenance services to Owner. The cost of which will be passed through to Owner at a rate of Sixty-five and 00/100 ($65.00) per hour with a two (2) hour minimum.

3. Manager shall disclose to Owner any other such relationships as they occur. Manager shall not receive any fees, commissions, or profits from unaffiliated companies in the performance of this Agreement, without prior disclosure to Owner.

7. AGENCY RELATIONSHIPS: Manager shall act as the agent of Owner in any resulting transaction. Depending upon circumstance, it may be necessary or appropriate for Manager to act

as agent of both Owner and tenants. Manager shall, as soon as practical, disclose to Owner any election to act as a dual agent representing both Owner and tenant. If tenant is procured directly by Manager or an associate licensee in Managers firm, Owner hereby consents to Manager acting as dual agent for Owner and such tenant. Owner understands that Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Manager, property the same as or similar to Owner's Property. Owner consents to Manager's representation of other owners' properties before, during, and after the expiration of this Agreement.

8. NOTICES: Any written notice to Owner or Manager required under this Agreement shall be served by sending such notice by first class mail to that party at the address below, or at any different address which the parties may later designate for this purpose. Notice shall be deemed received three calendar days after deposit into the United States mail.

9. DISPUTE RESOLUTION:

A. MEDIATION: Owner and Manager agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action, subject to paragraph 9C below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THE MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: Owner and Manager agree that any dispute or claim arising between them out of the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, subject to paragraph 9C below. The arbitrator shall be a retired judge or justice, or an attorney with at least five years of residential income real estate transaction law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTE' PROVISIONAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF MATTERS INCLUDED IN THE' ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials _____/_____ Manager's Initials TP/_____

C. EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder:

1. A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985;

2. An unlawful detainer action;
3. The filing or enforcement of a mechanic's lien;
4. Any matter which is within the jurisdiction of a probate, small claims or bankruptcy court; and
5. An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

10. ASSIGNMENT: This agreement shall not be assigned by Manager expect as provided herein or in connection with the sale of all or substantially all of its assets.

11. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.

12. ATTORNEY'S FEES: In any action, proceeding, or arbitration between Owner and Manager regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Manager shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph

13. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

OWNER WARRANTS THAT OWNER IS THE OWNER OF THE PROPERTY OR HAS THE AUTHORITY TO EXECUTE THIS CONTRACT. OWNER ACKNOWLEDGES THAT OWNER HAS READ AND UNDERSTANDS THIS AGREEMENT, AND HAS RECEIVED A COPY.

OWNER: HEALTH SCIENCES HIGH AND MIDDLE COLLEGE

By: _____ Date: 1-22-19

Owner (Print Name): Ian Pumpian Tel: 619-972-2525 Email: ipumpian@hshmc.org

Address: 3910 University Avenue, Suite 100 Tax ID: _____

City: San Diego State: CA Zip 92105

MANAGER: SAN DIEGO COMMERCIAL MANAGEMENT, LLC

By: _____ Date: 1-30-19

Manager (Print Name): Tina Pinard Tel: 619.497.2255 Email: tpinard@naisandiego.com

Address: 123 Camino de la Reina, Ste 200 S Tax ID: 20-2290863

City: San Diego State: CA Zip: 92108

Coversheet

4283 El Cajon Blvd. Lease

Section: IV. Consent Agenda
Item: X. 4283 El Cajon Blvd. Lease
Purpose:
Submitted by:
Related Material:
X - 4283-110, 230, 250_HSHMC_Lease Agrmt_(2026.10.01-2027.06.30) (part 1) - signed.pdf

4283 EL CAJON BLVD. BUILDING
SAN DIEGO, CALIFORNIA

OFFICE LEASE AGREEMENT

BETWEEN

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

("LANDLORD")

AND

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

("TENANT")

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EXHIBITS:

Exhibit A Floor Plan Depicting Premises
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Exhibit C Form of Commencement Letter
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Addendum No. 1 MEDICAL OFFICE PROVISIONS

OFFICE LEASE AGREEMENT

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

BASIC LEASE INFORMATION

A. **Date of Lease:** As of August 6, 2026, for reference purposes only, and effective on the date on which each party has signed and delivered a copy of this Lease to the other party, presumed to be the latter of the signature dates below ("**Effective Date**").

B. "**Building**" means the building located at 4283 El Cajon Blvd., in the City of San Diego, County of San Diego, State of California 92115.

C. "**Premises**" means Suites 110, 230 and 250 of the Building, as generally depicted on Exhibit A to this Lease. The Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and the Usable Square Footage of the Premises set forth below are deemed correct and shall not be re-measured.

D. "**Tenant Parking Spaces**" means the parking ratio of 3.0/1,000 Usable Square Feet of the Premises in the parking area which Tenant is entitled to use pursuant to Section 4(g) below.

E. "**Rentable Square Footage of the Building**" means approximately 54,814 square feet.

F. "**Rentable Square Footage of the Premises**" means approximately 5,542 rentable square feet, which includes 2,916 rentable square feet for Suite 110, 1,253 rentable square feet for Suite 230, and 1,373 rentable square feet for Suite 250.

G. "**Usable Square Footage of the Premises**" means approximately 4,678 usable square feet, which includes 2,456 usable square feet for Suite 110, 1,061 usable square feet for Suite 230, and 1,161 usable square feet for Suite 250.

H. "**Base Rent**": The Base Rent shall be the following during the following periods of the initial Term.

Months of Term	Period of Term	Monthly Rate per Rentable Square Foot	Monthly Base Rent
1-9	October 1, 2026 – June 30, 2027	$2.87	$15,905.54

I. "**Tenant's Pro Rata Share**": 10.11 percent. (Determined by dividing the Rentable Square Footage of the Premises by the Rentable Square Footage of the Building. For purposes of this calculation, the resulting percentage shall be rounded to the nearest whole percent.)

J. "**Base Year**" for Taxes: NONE

K. "**Base Year**" for Expenses: NONE

L. "**Term**" means a period of nine (9) full calendar months, plus any fraction of a calendar month between the Commencement Date and the first day of the first full calendar month of the Term. The Term shall commence on October 1, 2026 ("**Commencement Date**") and, unless terminated early in accordance with this Lease, shall end on June 30, 2027 ("**Expiration Date**").

Notwithstanding the foregoing, if Landlord is required to Substantially Complete (defined in Section 2(a)) any Tenant Improvements before the Commencement Date, then: (a) the date set forth in the prior sentence as the Commencement Date shall instead be the "**Target Commencement Date**", which means the date on or before which Landlord will use commercially reasonable efforts to Substantially Complete the Tenant Improvements; (b) the actual Commencement Date shall instead be the date on which the Tenant Improvements is Substantially Complete, as determined pursuant to Section 2(a) (or would have been Substantially Complete but for any Tenant Delays); and (c) the Expiration Date shall instead be the last day of the Term as determined based upon the actual Commencement Date. Landlord's failure to Substantially Complete the Tenant Improvements on or before the Target Commencement Date shall not be a default by Landlord or otherwise render Landlord liable for damages. Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form of the attached Exhibit C.

Tenant currently occupies a portion of the Premises pursuant to that certain Lease dated August 19, 2022; First Amendment to Lease dated June 19, 2023; Second Amendment to Lease dated January 16, 2024; Third Amendment to Lease dated July 14, 2025; and Fourth Amendment to Lease dated June 4, 2026 (the "Existing Lease"). The Existing Lease shall automatically terminate, without further action by either party, effective as of the date of Substantial Completion of the Tenant Improvements for the Expansion Space described herein, as confirmed by Landlord in written notice to Tenant. From and after such termination date, Tenant's rights and obligations with respect to the entire Premises, consisting of both the Existing Space and the Expansion Space, shall be governed exclusively by this Lease.

For accounting and billing purposes, the Premises shall be deemed a single suite containing 5,555 rentable square feet, and all obligations of Tenant under this Lease shall be calculated on such unified rentable square footage, notwithstanding Tenant's prior occupancy under the Existing Lease.

M. "**Tenant Improvements**" means the work, if any, perform in the Premises pursuant to the work letter agreement, if any, attached to this Lease as Exhibit D ("**Work Letter**").

N. "**Tenant Improvement Allowance**" means NONE; however, Landlord shall complete the Tenant Improvements set forth in the Work Letter on a turn-key basis.

O. "**Security Deposit**": The Security Deposit currently held by Landlord in the amount of $6,835.21 shall be retained by Landlord. Upon execution of this Lease, Tenant shall deliver to Landlord an additional amount of $8,368.92, which is equal to the last month's base rent associated with Suite 110. The total Security Deposit to be held throughout the Term shall be in the amount of $15,204.13.

P. "**Prepaid Rent**" means NONE.

Q. "**Guarantor**" means NONE.

R. "**Permitted Use**": General office purposes, including administrative functions in support of Tenant's educational programs, and for operations of a student drop-in center where students may visit at varying times and days for programmatic support and related activities, and for no other use or purpose (unless the Landlord provides express written consent for a revision to the Permitted Use, which Landlord may withhold at its sole and absolute discretion); provided, however, if the following box is checked and initialed by both parties, then (a) Tenant shall use the Premises for medical office purposes and for no other use or purpose (unless the Landlord provides express written consent for a revision to the Permitted Use, which Landlord may withhold at its sole and absolute discretion); and (b) the Addendum entitled "Medical Office Provisions" attached hereto shall apply.

☐ Medical Office Lease

S. "**Notice Addresses**":

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

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

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

T. "**Business Day(s)**" are Monday through Friday of each week, exclusive of New Year's Day, Martin Luther King, Jr. Day, Cesar Chavez Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day ("**Holidays**"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by other office buildings in the area where the Building is located.

U. "**Landlord Related Parties**" means the State of California, the Trustees of the California State University, San Diego State University, the campus of San Diego State University and their respective principals, trustees, beneficiaries, members, partners, shareholders, officers, directors, managers, employees, agents, contractors, volunteers, successors and assigns.

V. "**Law(s)**" means all laws, statutes, codes (including building codes), ordinances, rules, regulations and orders promulgated or issued by any federal, state or local governmental entity (whether executive, administrative, legislative or judicial) with jurisdiction over the Building or any business, use or operation therein, as the same may be amended, superseded, supplemented, modified or revised.

W. "**Normal Business Hours**" for operation of the Building are 8:00 a.m. to 5:00 p.m. on Business Days, Monday through Friday. Operating hours for HVAC are 8:00 a.m. to 6:00 p.m. on Business Days, Monday through Friday.

X. "**Property**" means the Building and the parcel(s) of land on which the Building is located and, at Landlord's discretion, the Building garage and other improvements serving the Building, if any, and the parcel(s) of land on which they are located.

Y. "**Person**" means any natural person or persons in individual or representative capacities and any entity or entities recognized by Law, including, without limitation, corporations, partnerships, limited liability companies and associations, or any combination of natural persons and entities.

Z. "**Including**" or "**includes**" (including other conjugations) shall not be construed to imply or impose any limitations or restrictions.

[End of Basic Lease information]

SECTION 1 LEASE GRANT.

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

SECTION 2 POSSESSION.

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

SECTION 3 RENT.

(a) ***Payments***.

(i) Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due for the Term, with estimated Additional Rent for regular Expenses and Taxes being paid being paid in equal monthly installments as hereinafter provided in Section 3(b) below. "**Additional Rent**" means any and all sums (exclusive of Base Rent) that Tenant is required to pay Landlord. Additional Rent and Base Rent are sometimes collectively referred to as "**Rent**". Tenant shall pay and be liable for any rental, sales and use taxes (but excluding any income taxes payable by Landlord) imposed upon or measured by Rent under applicable Law. Base Rent and recurring monthly charges of Additional Rent shall be due and payable on the first day of each calendar month without notice or demand; however, the Prepaid Rent specified in the Basic Lease Information refers shall be due and payable at the time Tenant signs this Lease. All other items of Rent shall be due and payable by Tenant within 10 days after receipt of invoices therefor from Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. Unless otherwise agreed or required by applicable law, Rent will be applied first to any unpaid collection costs and late charges, then to oldest balance owed.

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

(iii) If any check or other instrument of payment delivered to Landlord by Tenant is returned by Landlord's bank for any reason, including without limitation, insufficient funds, Tenant shall pay to Landlord upon demand the amount incurred by Landlord in connection with the returned payment plus a processing fee of One Hundred

Dollars ($100) per returned check, in addition to, if applicable, any late charge due under this Section 3(a)(ii). If more than two of Tenant's payments are returned due to insufficient funds or paid more than five days after such payment is due during any 12-month period, then without limiting its other rights and remedies, Landlord may require at any time thereafter that Tenant make all future payments one month in advance of the due date by cashier's check or money order or using ACH (Automated Clearing House) or another electronic payment method reasonably acceptable to Landlord, and that in the case of electronic payment, all regularly scheduled payments be automatically debited.

(iv) If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent and Tenant's Pro Rata Share of any Tax Excess or Expense Excess (each defined in Section 3(b)) for the month shall be prorated based on the number of days in such calendar month and Tenant shall pay such prorated Rent on the Commencement Date. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

~~(b)~~ ***Expense Excess and Tax Excess***. Reserved.

~~(i) Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses (defined in Section 3(c)) for each calendar year during the Term exceed Expenses for the Base Year ("**Expense Excess**") and also the amount, if any, by which Taxes (defined in Section 3(d)) for each calendar year during the Term exceed Taxes for the Base Year ("**Tax Excess**"). If Expenses in any calendar year decrease below the amount of Expenses for the Base Year, then Tenant shall not be required to pay Tenant's Pro Rata Share of Expenses for that calendar year. Similarly, if Taxes in any calendar year decrease below the amount of Taxes for the Base Year, then Tenant shall not be required to pay Tenant's Pro Rata Share of Taxes for that calendar year.~~

~~(ii) Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax Excess for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord as Additional Rent a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Expense Excess and one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Tax Excess. If Landlord determines that its good faith estimate of the Expense Excess or of the Tax Excess was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After Tenant's receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or of the Tax Excess before January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate(s). Tenant shall pay Landlord the amount of any underpayment within 30 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent.~~

(iii) As soon as practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes and Tax Excess for the prior calendar year. If the estimated Expense Excess and/or estimated Tax Excess for the prior calendar year is more than the actual Expense Excess and/or actual Tax Excess, as the case may be, for the prior calendar year, Landlord shall apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess and/or estimated Tax Excess for the prior calendar year is less than the actual Expense Excess and/or actual Tax Excess, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after receipt of the statement of Expenses and/or Taxes, any underpayment for the prior calendar year. In addition to the rights in SECTION 3(e) below, Tenant may request that Landlord provide additional information or clarifications with respect to Expenses or Taxes from time to time; however, after responding to three such requests, Tenant shall reimburse Landlord for its reasonable administrative time and expense in responding to each additional request.

(iv) Tenant represents and warrants that Tenant is not a "qualified commercial tenant" within the meaning of California Senate Bill 1103, which became effective January 1, 2025, amending Sections 827, 1632 and 1946.1 of the California Civil Code, and adding Section 1950.9 to the California Civil Code. Tenant understands that Landlord is relying on Tenant's representation and warranty so that Landlord is not required to comply with the requirements of Senate Bill 1103 in connection with this Lease.

(c) ***Expenses Defined***.

(i) "**Expenses**" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing (including replacements if repairs are not feasible or would not be effective) and managing the Building and the Property, including without limitation:

(A) Labor costs, including, wages, salaries, social security and employment taxes, medical and other types of insurance, uniforms, training, and retirement and pension plans (to the extent that such costs and expenses are attributable to the Building).

(B) Management fees, the cost of equipping and maintaining a management office, accounting and bookkeeping services, legal fees not attributable to leasing or collection activity, and other administrative costs. Landlord, by itself or through an affiliate, shall have the right to directly perform or provide any services under this Lease (including management services), provided that the cost of any such services shall not exceed the cost that would have been incurred had Landlord entered into an arms-length contract for such services with an unaffiliated entity of comparable skill and experience.

(C) The cost of services, including amounts paid to service providers and the rental and purchase cost of parts, supplies, tools and equipment. Examples of services include (aa) janitorial and cleaning services for the Common Area; (bb) maintaining, repairing and replacing landscaping and related facilities (such as irrigation systems), lighting systems and facilities and sidewalks, parking areas, driveways and other hardscape; and (cc) security services, if retained by Landlord pursuant to Section 4(c).

(D) Premiums and deductibles paid by Landlord for insurance, including workers compensation, fire and extended coverage, earthquake, general liability, rental loss, elevator, boiler and other insurance customarily carried from time to time by owners of comparable office buildings.

(E) All charges for utilities supplied to the Building and the Property (subject, however, to Section 9 with respect to utilities supplied to the Premises and separately metered or submetered)

(F) Amortization of such capital improvements to the Building or the Property as Landlord may install to comply with Laws or undertaken in good faith with a reasonable expectation of reducing Expenses or otherwise improving operating efficiency (distinguished from replacement parts or components installed in the ordinary course of business when repairs are not feasible or would not be effective). Capital improvements shall be amortized over their useful life in accordance with generally accepted accounting principles.

(ii) If Landlord incurs Expenses for the Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be apportioned between the Property and the other buildings or properties: (A) pursuant to the terms and conditions of the applicable agreement; or (B) if the agreement does not specify the basis or method of apportionment, then on an equitable basis as reasonably determined by Landlord.

(iii) Expenses shall not include: (A) the cost of capital improvements (except as set forth Section 3(c)(i)(F)); (B) depreciation on the Property, the Building or equipment therein; (C) loan payments or real estate broker's commissions; or (D) such costs as are paid directly by Tenant or other tenants in the Building.

(iv) If the Building is not at least 95 percent occupied during any calendar year or if Landlord is not supplying services to at least 95 percent of the total Rentable Square Footage of the Building at any time during a calendar year, Expenses shall be determined as if the Building had been 95 percent occupied and Landlord had been supplying services to 95 percent of the Rentable Square Footage of the Building during that calendar year. If Tenant pays for its Pro Rata Share of Expenses based on increases over the Base Year and Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined as if the Building had been 95 percent occupied and Landlord had been supplying services to 95 percent of the Rentable Square Footage of the Building. The extrapolation of Expenses under this Section shall be performed by appropriately adjusting the cost of those components of Expenses that are impacted by changes in the occupancy of the Building.

(d) ***Taxes Defined***.

(i) "**Taxes**" means: (A) all general and special real estate taxes and assessments on the Building and/or Property, including assessments for special improvement districts and building improvement districts, special taxes for community facilities districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments; (B) the Property's share of any general and special real estate taxes and assessments under any reciprocal easement agreement,

~~common area agreement or similar agreement as to the Property; (C) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (D) costs and fees incurred in connection with seeking reductions in any tax liabilities described in "(A)", "(B)" and "(C)", including any fees and costs incurred by Landlord for compliance, review and appeal of tax liabilities.~~

~~(ii) Without limitation, Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax.~~

~~(iii) If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term.~~

~~(iv) If a change in the amount of Taxes is established for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax Excess, then Taxes for that year will be retroactively adjusted. Likewise, if a change is established for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. As applicable, Landlord shall provide Tenant with a credit, if any, based on the adjustment, and Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord.~~

~~(e) ***Audit Rights*.**~~

~~Landlord shall provide, upon written request of Tenant, an accounting of the Expenses and Taxes for the preceding calendar year and, provided Tenant is not in default under the terms and conditions of this Lease (after notice and any applicable cure period), Tenant shall have the right, within 90 days after Landlord delivers such accounting and at Tenant's sole cost and expense, to conduct an audit of Landlord's books and records regarding the Expenses and Taxes reflected in such accounting ("**Eligible Charges**") to confirm the accuracy of Landlord's accounting; provided, however: (A) such audit shall not unreasonably interfere with the conduct of Landlord's business; (B) any person or entity retained to perform such audit must not be retained on a contingency fee basis; and (C) Eligible Charges shall not include Expenses and Taxes for prior periods or reflected in prior accountings. If the audit discloses an overcharge, the amount of the overpayment shall be credited against the next payment of Rent due to Landlord. If no Rent is payable to Landlord, then the amount of any overpayment shall be reimbursed to Tenant within 30 days after the audit completion date. If the audit discloses an underpayment, then the total amount of such underpayment shall be paid to Landlord within 10 days after the audit completion date.~~

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

(a) ***Use; Compliance With Laws***.

The Premises shall be used only for the Permitted Use and for no other use or purpose whatsoever (unless the Landlord provides written consent for a revision to the Permitted Use, which Landlord may withhold at its sole and absolute discretion). Tenant shall not

use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Laws, including all applicable Disabilities Acts (defined in Section 4(d) below), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises, including, without limitation, all Laws relating to alcohol, fire, health and life safety issues. Tenant, within 10 days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Tenant shall comply with the rules and regulations of the Building attached as Exhibit B and such other reasonable rules and regulations adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.

(b) ***Hazardous Materials***.

Tenant hereby makes the following covenants regarding Hazardous Materials:

(i) Tenant shall at all times and in all respects comply with all federal, state and local Laws, including the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.), Resource Conservation & Recovery Act (42 U.S.C. Section 6901, et seq.), Safe Drinking Water Act (42 U.S.C. Section 3000f, et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Clean Air Act (42 U.S.C. Section 7401, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), California Health & Safety Code (Section 25100, et seq., Section 39000, et seq.), California Safe Drinking Water & Toxic Enforcement Act of 1986 (California Health & Safety Code Section 25249.5, et seq.), California Water Code (Section 13000, et seq.), and other comparable state Laws ("**Hazardous Materials Laws**"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any such Laws (collectively, "**Hazardous Materials**").

(ii) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Tenant's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration or earlier termination of the Term, Tenant shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance with and compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in

response to the presence of any Hazardous Materials in or about the Premises, the Building or the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises, the Building or the Property, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto.

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

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

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

and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

(c) ***Security Services***.

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

(d) ***Compliance with Disabilities Acts***.

As between Landlord and Tenant: (i) Tenant shall bear the risk and cost of complying with the Americans With Disabilities Act of 1990, and its implementing regulations, as amended or supplemented from time-to-time, and any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "**Disabilities Acts**") in the Premises; and (ii) Landlord shall bear the risk and cost of complying with the Disabilities Acts in the Common Areas, excluding any work or liability for compliance resulting from Tenant's specific use of the Premises or from any future alterations or additions made by or on behalf of Tenant, which shall be borne solely by Tenant. The cost of Landlord's compliance with any Disabilities Acts are part of the Expenses defined in Section 3(c).

(e) ***Certified Access Specialist Disclosure***.

As of the date of this Lease, to Landlord's current actual knowledge without investigation, the Premises have not been inspected by a Certified Access Specialist ("**CASp**"). Accordingly, Landlord makes the following disclosure as required by California Civil Code Section 1938: "A Certified Access Specialist can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." If Tenant requests or otherwise obtains a CASp inspection of the Premises or any other area(s) within the Building or the Property, then: (i) Tenant

shall pay the cost of such inspection; (ii) such inspection shall occur at a time mutually agreed upon by Landlord and Tenant; (iii) Tenant shall provide Landlord with a copy of the CASp's report resulting from such inspection within 10 days after Tenant's receipt thereof; (iv) Tenant shall not disclose and shall keep the CASp's inspection, the nature and circumstances of such inspection, and all information in the CASp's report absolutely confidential, except only to the extent necessary to comply with any disclosure required by applicable Laws or as otherwise permitted in this Section; and (v) Tenant shall perform all repairs or other work necessary to correct violations of construction-related accessibility standards identified by such CASp inspection, which repairs or other work shall be completed at Tenant's sole cost and expense within 120 days after the date of such CASp inspection (provided Landlord may elect to complete any or all such repairs or other work, in which case, Tenant shall pay to Landlord the entire cost thereof within 30 days after receipt of an invoice therefor). Notwithstanding the foregoing, to the extent reasonably necessary, Tenant may disclose information in such CASp report to a third-party assisting with such repairs or other work, provided that such third-party agrees in writing to keep such information confidential.

(f) ***Common Areas***.

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

(g) ***Parking.***

(i) If the Common Area includes any parking areas, whether surface or garage parking areas, Landlord shall not be liable for any damage to motor vehicles of Tenant, its visitors or employees, for any loss of property from within those motor vehicles, or for any injury to Tenant, its visitors or employees, unless caused by Landlord's sole active negligence or willful misconduct. Landlord shall have the right to establish, and from time to time amend, and to enforce against all users of the parking areas all reasonable rules and regulations (including the designation of areas for employee parking) as Landlord may deem necessary and advisable for the proper and efficient operation and maintenance of the parking areas. Landlord may, in its sole discretion, charge for parking and may establish for the parking areas a system or systems of permit parking for Tenant, its employees and its visitors; provided however, if this Lease includes Tenant Parking Spaces, then Tenant shall be entitled to use such Tenant Parking Spaces for its employees and visitors free of any additional charges not expressly set forth in this Lease during the initial Term of this Lease.

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

specified in the Basic Lease Information with respect to surface parking areas or garage Parking areas, or both, as applicable.

(iii) If this Lease includes Tenant Parking Spaces, then unless otherwise provided in this Lease, such parking shall be on a nonexclusive basis, for non-commercial passenger vehicles only. Tenant shall instruct its employees to park in the parking structure or on the public street as far away as possible from the entrance to the Building so that the most convenient parking spaces and open lot behind 4283 El Cajon Blvd are available for clients, patients, and guests of 4275 and 4283 El Cajon Blvd. buildings. Landlord may designate from time-to-time particular spaces for Tenant's employees, and in such event, Tenant shall cause its employees to park in the designated spaces. The right to use any such designated area may be revoked, or the area may be redesignated, at any time by Landlord..

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

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

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

(h) ***Noise Transference.***

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

IP

Tenant's Initials

SECTION 5 SECURITY DEPOSIT.

Tenant shall pay to Landlord, immediately upon Tenant's signing this Lease, a Security Deposit in the amount specified in the Basic Lease Information. Said amount shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Term. If Tenant defaults with respect to any provision of this Lease, including the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other amount in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default; however, the Security Deposit is not an advance payment of Rent or

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

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

SECTION 6 SERVICES TO BE FURNISHED BY LANDLORD; SIGNAGE.

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

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

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

SECTION 7 LEASEHOLD IMPROVEMENTS.

All improvements to the Premises made by or for the benefit of Tenant, including Tenant Improvements pursuant to the Work Letter and Alterations (defined in Section 8(c)) (collectively, "**Leasehold Improvements**"), shall be owned by Landlord and shall remain upon the Premises without compensation to Tenant. However, except to the extent Landlord delivers to Tenant written notice, prior to the expiration or earlier termination of the Lease, instructing Tenant that any of the following Required Removables shall remain upon the Premises, Tenant shall remove at Tenant's cost and expense: (a) Cable (defined in Section 8(a)) installed by or for the exclusive benefit of Tenant, excluding any Cable installed as part of the Tenant Improvements constructed pursuant to Exhibit D or installed in the Premises or other portions of the Building following the Commencement Date (i.e., after Tenant's initial build-out); and (b) any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "**Required Removables**"). Required Removables include without limitation internal stairways, raised floors, personal baths and showers, vaults, rolling file systems, and structural alterations and modifications of any type. The Required Removables designated by Landlord shall be removed by Tenant before the Expiration Date (or if earlier, the date on which this Lease terminates), provided that upon prior written notice to Landlord, Tenant may remain in the Premises for up to five days after the Expiration Date (or such earlier termination date) for the sole purpose of removing the Required Removables. Tenant's remaining in the Premises shall be subject to all of the terms and conditions of this Lease, including the obligation to maintain insurance and pay Rent on a per diem basis at the rate in effect for the last month of the Term.

Tenant shall reimburse Landlord for the cost to repair damage caused by the installation or removal of Required Removables. If Tenant fails to remove any Required Removables in a timely manner, Landlord, at Tenant's expense, may remove and dispose of the Required Removables. Tenant, within 10 days after delivery of an invoice, shall reimburse Landlord for repair and/or removal costs incurred by Landlord pursuant to this Section. Notwithstanding the foregoing, Tenant, at the time it requests approval for a proposed Alteration, may request in writing that Landlord inform Tenant whether the Alteration or any portion of the Alteration will be designated as a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall inform Tenant in writing as to which portions of the Alteration, if any, will be considered Required Removables.

SECTION 8 REPAIRS AND ALTERATIONS.

(a) ***Tenant's Repair Obligations***.

Landlord shall conduct normal maintenance on the Premises. When repairs beyond normal maintenance are required, Tenant shall, at its sole cost and expense, reimburse Landlord for the cost of such repairs (including replacements if repairs are not feasible or would not be effective) to the Premises that (1) are not Landlord's express responsibility under this Lease; and, (2) are necessary to keep the Premises in good condition. Such Tenant repair reimbursement obligations shall expressly include, without limitation, the repair of: (i) floor coverings; (ii) interior partitions; (iii) doors; (iv) the interior side of demising walls; (v) electronic, phone and data cabling and related equipment (collectively, "**Cable**") that is installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; (vi) Reserved ~~the components and elements of the HVAC and other mechanical, electrical, plumbing and fire/life safety systems that serve only the Premises~~; (vii) private showers and kitchens, including hot water heaters, plumbing, and similar facilities serving only the Premises; (viii) any and all lighting fixtures that are not Building standard, including replacement of light bulbs and fluorescent lighting tubes that are not Building standard; (ix) Alterations performed by contractors retained by Tenant; (x) Reserved ~~HVAC balancing and maintenance~~; and (xi) termite and pest extermination for which Tenant shall use the service designated by Landlord to control termites and pests in the Premises. All work shall be performed in accordance with the rules and procedures described in Section 8(d). If Tenant fails to reimburse Landlord for any repairs to the Premises for more than 15 days after delivery of notice of such repairs by Landlord, in addition to reimbursing Landlord for the repair costs, Tenant shall also owe Landlord an administrative charge in an amount equal to 10 percent of the cost of the repairs.

(b) ***Landlord's Repair Obligations***.

Landlord shall perform all maintenance and repairs at its own cost (including replacements if repairs are not feasible or would not be effective), and shall keep the following in good condition and repair: (i) structural elements of the Building; (ii) the components and elements of the HVAC and other mechanical, electrical, plumbing and fire/life safety systems serving the building, including those servicing the Premises exclusively or in common with other premises in the Building, and HVAC balancing and maintenance; (iii) all Building standard light fixtures, including Building standard light bulbs and fluorescent lighting tubes, (iv) the Common Areas; (v) the roof of the Building; (vi) exterior windows of the Building; and (vii) the elevator serving the Building. Landlord shall perform items "(i)" and "(v)" at Landlord's cost and expense; all other costs and expenses incurred pursuant to this Section 8(b) shall be included in Expenses.

(c) ***Management of Repairs.***

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

(d) ***Alterations***.

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

insurance requirements and Laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant's use.

SECTION 9 UTILITIES.

(a) Landlord shall pay for gas and electricity and water used by Tenant in quantities ordinarily required by Tenant in the conduct of its business in the Premises. Use that is extraordinary resulting in excessive charges will be paid by Tenant.

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

SECTION 10 ENTRY BY LANDLORD.

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

SECTION 11 ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld. For purposes of this Section 11(a), any transfer of the majority of the voting stock in any corporate Tenant, or majority or managing interest in the partnership of any partnership Tenant, or majority or managing interest in the limited liability company of any limited liability company Tenant, shall constitute an assignment hereunder. Without in any way limiting Landlord's right to refuse to grant such consent for any other reason or reasons, Landlord reserves the right to refuse to grant such consent if in Landlord's reasonable business judgment: (i) the proposed transferee's financial condition does not meet the criteria Landlord uses to select tenants having similar leasehold obligations; (ii) the proposed transferee's business is not suitable for the Building, taking into consideration the business of other tenants and the Building's prestige, or would result in a violation of another tenant's rights; (iii) Tenant is in default after the expiration of the notice and cure periods in this Lease; or (iv) any portion of the Premises, the Building or the Property would likely become subject to additional or different Laws as a consequence of the proposed Transfer. Any attempted Transfer in violation of this Section shall, at Landlord's option, be void and confer no rights upon any third person. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers.

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

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

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

SECTION 12 LIENS.

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

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

SECTION 13 INDEMNITY AND WAIVER OF CLAIMS.

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

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

SECTION 14 INSURANCE.

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

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

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

(iii) Business Automobile Liability Coverage insuring bodily injury and property damage arising from any of Tenant's owned, scheduled, non-owned and hired

vehicles, if any, with a combined single limit of liability of at least $1,000,000 per occurrence.

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

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

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

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

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

SECTION 15 SUBROGATION.

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

SECTION 16 CASUALTY DAMAGE.

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

(b) Landlord shall have the right to terminate this Lease if: (i) the Building is damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building is required (whether or not the Premises has been damaged); (ii) Landlord is not permitted by Law to rebuild the Building in substantially the same form

as existed before the fire or casualty; (iii) the Premises have been materially damaged and there is less than two years of the Term remaining on the date of the casualty; (iv) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (v) an uninsured loss to the Building occurs, and the cost to repair or restore equals or exceeds 10 percent of the replacement cost of the Building. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 90 days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and the Leasehold Improvements (excluding any Alterations). However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord.

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

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

SECTION 17 CONDEMNATION.

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

and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

SECTION 18 EVENTS OF DEFAULT.

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

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

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

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

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

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

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

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

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

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

SECTION 19 REMEDIES.

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

(a) Terminate Tenant's right to possession of the Premises because of such Event of Default and recover from Tenant all damages allowed under §1951.2 of the California Civil Code, including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of the award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; or

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

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

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

SECTION 20 LANDLORD'S DEFAULT.

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

(b) Whenever Tenant serves notice on Landlord of Landlord's default, written notice shall also be served at the same time upon each Mortgagee (defined in Section 25). Each such Mortgagee shall have the periods of time within which to cure Landlord's defaults as

provided in Section 20(a), which periods shall commence to run 30 days after the commencement of the periods within which Landlord must cure its defaults under Section 20(a). In this connection any representative of a Mortgagee shall have the right to enter upon the Premises for the purpose of curing Landlord's default. Such Mortgagee shall notify Landlord and Tenant in the manner provided by Section 27 of the address of such Mortgagee to which such notice shall be sent, and the agreements of Tenant under this Section 20(b) are subject to prior receipt of such notice. If the nature of the default is such that the Mortgagee's possession is required to cure the default, then Tenant will not terminate the Lease so long as such mortgagee or beneficiary commences proceedings to obtain possession of the Premises within the period of time afforded to the Mortgagee to cure such default, and once the Mortgagee has obtained possession, diligently proceeds to cure the default. Nothing contained in this Lease shall be construed to impose any obligation on any Mortgagee to cure any default by Landlord under the Lease.

SECTION 21 NO WAIVER OR REDEMPTION.

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

SECTION 22 QUIET ENJOYMENT.

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

SECTION 23 RELOCATION.

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to reasonably comparable space ("**Relocation Space**") within the Building upon 60 days' prior written notice to Tenant. Tenant acknowledges that in reliance upon Landlord's right to relocate Tenant to other premises, Landlord may lease all or portions of the Premises to others or may grant other tenants of the Property one or more options to expand into all or part of the Premises. Tenant further acknowledges that Landlord may incur substantial liability to such other tenants if Landlord is unable to perform as agreed under any such leases or options for the Premises. If Landlord exercises its right under this Section, Tenant shall vacate the Premises and occupy the Relocation Space under all terms and conditions of this Lease, no later than the date stated by Landlord in Landlord's written notice; however, the Base Rent and Tenant's

Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs for moving Tenant's furniture and equipment and printing and distributing notices to Tenant's customers of Tenant's change of address and one month's supply of stationery showing the new address. Upon the completion of such relocation, all references in this Lease to the Premises shall refer to and mean the Relocation Space. Tenant shall, upon request by Landlord, sign and enter into an amendment of this Lease reflecting the substitution of the Relocation Space pursuant to this Section.

SECTION 24 HOLDING OVER.

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

SECTION 25 SUBORDINATION TO MORTGAGES; ESTOPPEL CERTIFICATE.

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

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

SECTION 26 ATTORNEYS' FEES.

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

SECTION 27 COLLECTION FEES

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

SECTION 28 NOTICE

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

SECTION 29 EXCEPTED RIGHTS.

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

SECTION 30 SURRENDER OF PREMISES.

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property (defined in Section 14(a)(i)) from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also be required to remove the Required Removables in accordance with Section 7. If Tenant fails to remove any of Tenant's Property within two days after the expiration or earlier termination of this Lease or of Tenant's right to possession, Landlord shall be entitled (but not obligated) to remove and store Tenant's Property in accordance with Section 1993, et seq. of the California Civil Code.

SECTION 31 MISCELLANEOUS.

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

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

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

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

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

(f) Each party warrants and represents to the other that it has not entered into any agreement under which a brokerage commission or fee would be payable in connection with this Lease by the other party. Each party further agrees to indemnify, protect, defend and hold the other party (including each of the Landlord Related Parties as indemnitees, but not as indemnitors) harmless from any loss, cost, liability and expense (including attorney's fees and expert witness fees) which the other party may incur as the result of any violation of this Section 31(f). Tenant shall indemnify and hold Landlord and each of the Landlord Related Parties harmless from any loss, cost, liability and expense (including attorney's fees and expert witness fees) which Landlord may incur as the result of any actual or alleged claim that Landlord is or may be obligated to pay any commission in connection with any assignment or sublease of all or any part of the Premises.

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

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

(i) The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope

of the prior sentence, it is agreed that Tenant's obligations under Sections 3(a), 3(b), 7, 13, 19, 24 and 29 shall survive the expiration or early termination of this Lease.

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

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

(l) Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord is requested to produce the information in connection with a proposed financing or sale of the Building. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.

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

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

SECTION 32 ENTIRE AGREEMENT.

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

Exhibit A	Floor Plan Depicting Premises
Exhibit B	Building Rules and Regulations
Exhibit C	Form of Commencement Letter
Exhibit D	Work Letter
~~Exhibit E~~	~~Guaranty of Lease~~

Addendum No. 1 MEDICAL OFFICE PROVISIONS

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

Landlord discloses that Landlord may redevelop the property, either on its own or in cooperation with San Diego State University or any of its affiliates or auxiliaries. Landlord also discloses that it is not eligible for any assistance and benefits under the Relocation Assistance Law (California Government Code, Sections 7260, et. seq.) and state and local rules and regulations adopted pursuant thereto, or any federal law, as a result of any displacement from the Premises, whether the displacement is caused by Landlord, or in cooperation with others. TENANT WAIVES AND RELINQUISHES ANY AND ALL CLAIMS TO ASSISTANCE AND BENEFITS WHICH MIGHT OTHERWISE ACCRUE, IF ANY, AS A RESULT OF ANY SUCH DISPLACEMENT. The projected date of any displacement is uncertain at this time; however, Landlord shall give Tenant at least twelve (12) months prior notice.

SECTION 34 PUBLIC RECORDS ACT.

Landlord discloses that discloses that this Lease is subject to the California Public Records Act and the Richard McKee Transparency Act of 2011 and may be subject to disclosure thereunder; and in such event, neither Landlord nor Tenant will have any right or opportunity to contest or to seek a protective order to prevent the disclosure.

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

Landlord:

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

By Eric Elson (Aug 7, 2026 16:36:49 PDT)

Eric L. Elson, Director
Facilities Planning and Management

Date: 08/07/2026

Tenant:

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

By Ian Pumpian (Aug 7, 2026 16:04:53 PDT)

Ian Pumpian

Date: 08/07/2026

EXHIBIT A

FLOOR PLAN DEPICTING PREMISES

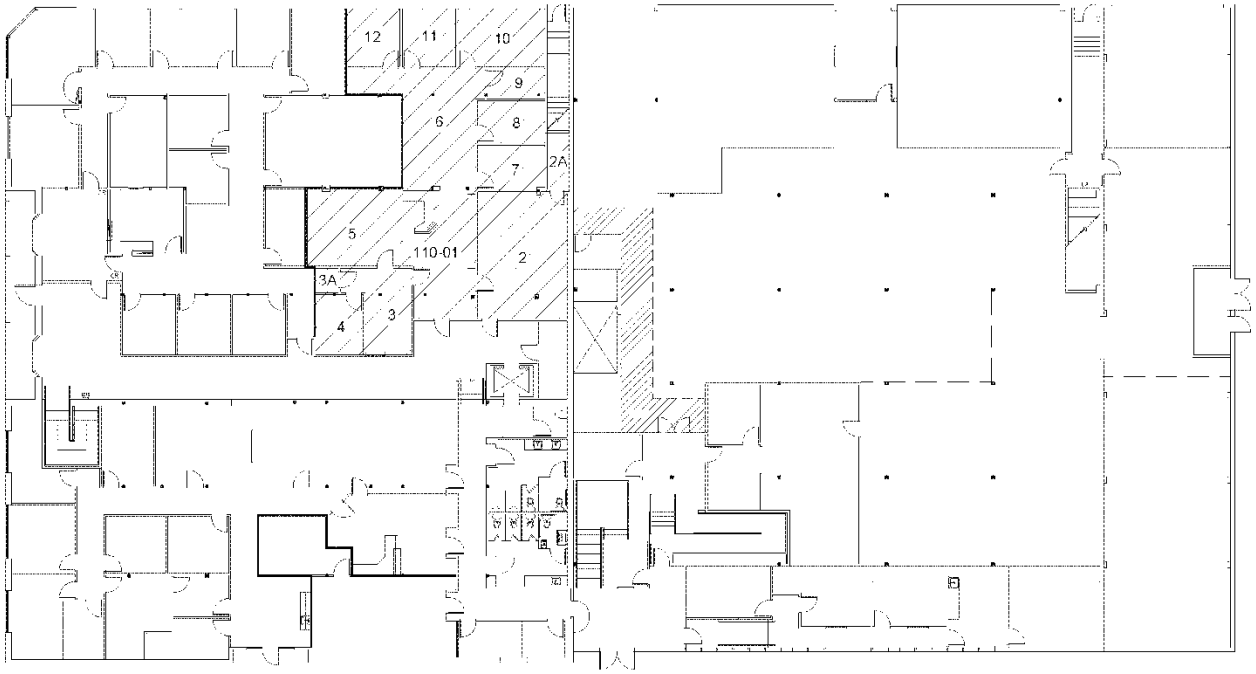
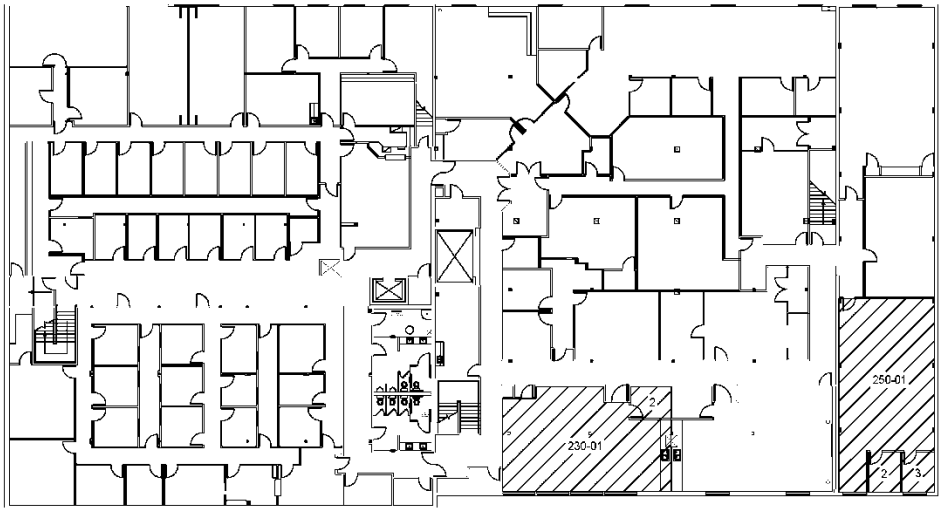


Exhibit Continues on the Following Page



End of Exhibit

EXHIBIT B

BUILDING RULES AND REGULATIONS

To support a safe, compliant, and well-maintained building for all occupants, the following additional rules and procedures apply to your tenancy. Please review and share these requirements with all employees, vendors, and visitors associated with your tenancy. These rules are subject to change from time to time, as specified in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash or material of any nature shall be placed, emptied or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere in or about the Building or Property.

2. Corridor doors, when not in use, shall be kept closed.

3. Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. Keys and access cards shall be provided per Landlord's key control policy and Tenant shall not have any duplicate keys made. All keys and access cards shall be returned to Landlord at the expiration or earlier termination of this Lease.

4. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry of the Premises closed.

5. Tenant shall store all of its trash and refuse within its Premises or in refuse areas designated by Landlord. Tenant shall not place in any receptacle any material that cannot be disposed of through customary commercial refuse collection. All trash, garbage, and refuse shall be handled and disposed of in accordance with Landlord's rules and any directions issued by Landlord from time to time.

6. Hazardous materials, including flammable, combustible, explosive, toxic, or otherwise regulated substances, shall not be brought into the Premises or Building without Landlord's prior written consent and only in compliance with the hazardous materials provisions of the Lease. All holiday decorations must be made of flame-retardant materials.

7. All contractors and technicians performing work for Tenant within the Building shall be referred to Landlord for approval before performing such work. All work, including, but not limited to, installation of telephone/network equipment, electrical and electronic devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings or any other physical feature of the Building, shall not commence prior to written approval by Landlord. All contractors must be licensed and insured with the state of California.

8. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants in the Building.

9. Plumbing fixtures and appliances shall be used only for their intended purposes. Tenant shall not deposit or permit the deposit of sweepings, rubbish, rags, grease, or any other unsuitable materials

into any such fixtures. Tenant shall be responsible for all repairs, replacements, and resulting damages caused by misuse by Tenant or its agents, employees, or invitees.

10. Tenant shall not conduct any auction on the Premises or store goods, wares, or merchandise for sale, distribution, or other commercial purposes without prior approval from the landlord or explicitly described in the Lease.

11. Movement of furniture, equipment, merchandise, or materials requiring use of elevators, stairs, lobbies, or loading areas is permitted only during hours designated by Landlord. Tenant must submit a written request in advance and obtain Landlord's written approval. All approved moves shall follow Landlord's instructions and may be supervised by Landlord. Landlord may prohibit any item from entering the Building. Tenant assumes all risk of property damage or personal injury arising from such activity and is solely responsible for any damage to the Building, its equipment, or any person. All hand trucks and similar equipment must have rubber tires and side guards.

12. All deliveries to or from the Premises shall be made only at such times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or of any Common Areas, any pedestrian use of such area, or any use which is inconsistent with good business practice.

13. Landlord may prohibit any article, equipment, or material from being brought into the Building. Tenant assumes all risk of damage to property or injury to persons arising out of such movement. If any equipment, property, or personnel of Landlord or any other tenant is damaged or injured in connection with such activity, Tenant shall be solely responsible for all resulting loss, damage, or liability.

14. Any wall-mounted TV, monitor, or equipment over 75 lbs (including the mount) must be installed on solid backing attached to the metal studs. Articulating or full-motion mounts require backing regardless of weight. Installations 75 lbs or under may use heavy-duty metal-stud anchors for fixed or tilt mounts. All installation plans must be submitted to Landlord for review and approval prior to any work.

15. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment or items, which in all cases shall not in the opinion of Landlord exceed acceptable floor loading and weight distribution requirements. All damage done to the Building by the installation, maintenance, operation, existence or removal of any of Tenant's Property shall be repaired at the expense of Tenant.

16. Water-bearing equipment such as fish tanks, aquariums, hydroponic units, or any liquid-containing or heavy equipment may not be installed without Landlord's prior written consent. Landlord may impose placement, weight load, waterproofing, and safety requirements as a condition of approval. Tenant is solely responsible for all damage or injury arising from such equipment and shall be liable for all resulting loss. Landlord may withdraw approval if the equipment poses a risk to the Building or its occupants.

17. X-ray and radiological equipment, and any other unusually heavy or specialized equipment that may affect Building structure or systems (including large safes, storage cabinets, vaults, server racks, medical devices, or machinery), may not be installed or operated without Landlord's prior written consent. Tenant shall provide any engineering reports, specifications, and regulatory approvals required by Landlord. All related structural, electrical, mechanical, or shielding work

shall be performed at Tenant's sole cost by Landlord approved contractors. Tenant is solely responsible for all damage, injury, or non-compliance arising from such equipment.

18. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any security system or camera system without Landlord's prior written consent. Tenant acknowledges that any such system, if approved in advance by Landlord, shall be restricted to coverage of the Premises only, and shall be subject to requirements of the Landlord.

19. No signs, advertisements or notices shall be painted or affixed on or to any windows, doors or other parts of the Building, except those of such color, size, style and in such places as shall be first approved in writing by Landlord, nor shall any part of the Building be defaced by Tenant.

20. Tenant shall not install, operate, or permit any music, sound-amplification, public-address, or similar audio system within the Premises or the Building without Landlord's prior written approval. All approved systems must be installed, operated, and maintained in a manner that does not create noise, vibration, or other disturbances to other occupants of the Building.

21. Landlord reserves the right to restrict the amount of directory space utilized by Tenant.

22. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building any handbills, promotional materials or other advertising; or (3) conduct or permit any other activities in the Building that might constitute a nuisance.

23. Tenant shall not use the Premises in any manner that damages the reputation or value of the Premises or the Building. The Premises may not be used for lodging, sleeping, or any illegal purpose.

24. Landlord reserves the right to exclude or expel from the Building or the Property any person or property that, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

25. Tenant shall not take any action which would violate Landlord's labor contracts affecting the Building or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant of the Building or with the rights and privileges of any person lawfully in the Building. Tenant shall take any actions necessary to resolve any such work stoppage, picketing, labor disruption, dispute or interference and shall have pickets removed and, at the request of Landlord, immediately terminate at any time any construction work being performed in the Premises giving rise to such labor problems, until such time as Landlord shall have granted its written consent for such work to resume. Tenant shall have no claim for damages of any nature against Landlord or any of the Landlord Related Parties in connection therewith, nor shall the Commencement Date of the Lease Term be extended as a result thereof.

26. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefore in the Building. Tenant shall

not furnish any cooling or heating to the Premises, including the use of any electronic or gas heating devices, without Landlord's prior written consent.

27. Small appliances such as coffee machines or similar devices may be used in the Premises only if U/L approved and equipped with a timer or automatic shutoff device acceptable to Landlord. Toaster ovens and other heating or cooking appliances are prohibited without Landlord's prior written approval. No cooking shall be permitted in the Premises, except for the use of U/L approved equipment for brewing beverages and a U/L approved microwave oven for employee use, all in compliance with applicable laws and regulations.

28. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees, and then only if such operation does not violate the lease of any other tenant of the Building.

29. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.

30. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents, including fire protection and evacuation procedures and regulations. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements relative thereto.

31. Landlord shall have the right to prohibit the use of the name of the Building and/or Landlord's organization any other publicity by Tenant that in Landlord's opinion may tend to impair the reputation of the Building or its desirability for Landlord or other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately. Without Landlord's prior written consent, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

32. Canvassing, soliciting, and peddling in or about the Building is prohibited. Tenant shall cooperate and use their best efforts to prevent the same.

33. Smoking, including the use of electronic smoking devices, is prohibited in all Areas of the Building and all Exterior Areas, unless Landlord designates a specific smoking area in writing. Tenant shall not permit its employees, agents, contractors, guests, or invitees to smoke in violation of this rule or applicable California law.

34. No animals shall be brought into or kept in, on or about the Premises, other than trained and certified service dog of visitors, without Landlord's prior written consent.

35. If any portion of the Premises or Building becomes infested with pests or rodents due to Tenant's activities, sanitation practices, or failure to maintain the Premises in accordance with the Lease, Tenant shall reimburse Landlord for all extermination and remediation costs.

36. Parking areas are controlled by Landlord. Tenant, its employees, contractors, guests, and invitees shall use parking areas only in accordance with the rules, designations, and instructions established by Landlord, which may be modified from time to time. Landlord may assign, reassign, or restrict

parking spaces and circulation areas at its sole discretion. No vehicles shall be left in the parking areas at night without prior written approval of Landlord.

37. Tenant shall observe Landlord's rules with respect to maintaining standard window coverings at all windows in the Premises so that the Building presents a uniform exterior appearance. Tenant shall ensure that to the extent reasonably practical, window coverings are closed on all windows in the Premises while they are exposed to the direct rays of the sun.

38. Electricity and HVAC services shall be provided by Landlord during the Building's standard operating hours as established by the Landlord for the applicable location. Any additional usage requested by Tenant shall be arranged with Landlord, and Tenant shall pay the cost of such supplemental services.

39. Tenant shall not use electrical power in excess of the amperage limits designated for any individual circuit or group of circuits serving the Premises, as stated on the circuit breaker panels. If Tenant's use exceeds the safe capacity of any such circuit, Tenant shall be solely responsible for all costs required to modify, upgrade, or otherwise increase electrical capacity to support Tenant's operations. Landlord's approval of any electrical modifications does not waive or limit Tenant's obligation to operate within the safe electrical capacity of the existing system.

40. Tenant shall not waste electricity, water or heating and Air, and shall cooperate fully with the Landlord to assure the most effective and efficient operation of the building. Tenant shall not adjust any common controls other than room thermostats installed for specific use.

41. Tenant shall not permit the possession, storage, or use of firearms (whether the same discharge bullets or other projectiles propelled by gunpower, compressed air, compressed carbon dioxide or other form of propulsion), explosives, or other weapons (e.g. crossbows, tasers or knives) within the Premises or any portion of the Property, including patio and common areas, regardless of whether an individual holds a concealed carry permit or other authorization. However, the following are not considered prohibited weapons: (i) kitchen cutlery the blade of which does not exceed eight inches in length; (ii) personal, manually operated folding pocket knives the blade or blades of which do not exceed three inches in length; (iii) tasers that are carried for personal self defense and are not equipped with electrodes as projectiles; and (iv) so-called pepper spray that is carried for personal self-defense and does not exceed two fluid ounces. This prohibition shall not apply to law enforcement officers acting in their official capacity or to security personnel approved in writing by Landlord.

42. Tenant shall promptly notify Landlord, SDSU Research Foundation Facilities Planning and Management of any damage to or defects in plumbing, electrical fixtures, or heating and cooling equipment. Tenant. Its agents, employees, contractors, and invitees shall not place liquids or other substances that may damage plumbing into any lavatories, water closets or other fixtures.

43. All requests for building services, maintenance, or repairs must be submitted through FacilitiesLink or emailed to sdsurfacilities@sdsu.edu. For property emergencies, call (619) 594-5761.

44. Landlord reserves the right to rescind any of these Rules and Regulations and to make future Rules and Regulations as, in its judgment, may from time to time be needed for safety, comfort and security; for care and cleanliness of the Property; and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

45. Landlord reserves the right to charge as Additional Rent to Tenant any extra costs incurred by Landlord as a result of Tenant's violation of these Rules and Regulations.

[End of Exhibit]

EXHIBIT C

FORM OF COMMENCEMENT LETTER

Date _____

Tenant _____
Address _____
_____

Re: Commencement Letter with respect to that certain Lease dated as of _____, 20__, by and between SAN DIEGO STATE UNIVERSITY FOUNDATION, a California non-profit corporation doing business as San Diego State University Research Foundation ("**Landlord**"), and _____ ("**Tenant**"), for space in the Building located at _____, San Diego, California.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is _____, and

2. The Expiration Date of the Lease is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing this Commencement Letter in the space provided.

Sincerely,

_____
Senior Planner

Agreed and Accepted:

Tenant: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

4852-7903-1404 v.7

EXHIBIT D

WORK LETTER

The Tenant Improvement work (herein "**Tenant Improvements**") shall consist of any work required to complete the Premises pursuant to plans and specifications approved by both Landlord and Tenant. All of the Tenant Improvement work shall be performed by a contractor engaged by Landlord. The work shall be undertaken in accordance with the procedures and requirements set forth below, and includes installation of Landlords standard carpet and paint throughout the Premises.

I. ARCHITECTURAL AND CONSTRUCTION PROCEDURES

A. Tenant has approved, or shall approve within the time period set forth below, a space plan for the Premises ("**Preliminary Plan**"), prepared by the architect engaged by Landlord for the work described herein ("**Landlord's Architect**"), and (ii) an estimate, prepared by the contractor engaged by Landlord for the work herein ("**Landlord's Contractor**"), of the cost for which Landlord will complete or cause to be completed the Tenant Improvements ("**Preliminary Cost Estimate**"). Tenant shall approve or disapprove the Preliminary Plan by signing and delivering same to Landlord within three business days of its receipt by Tenant. If Tenant disapproves any matter, Tenant shall specify in detail the reasons for disapproval and Landlord shall attempt to modify the Preliminary Plan to incorporate Tenant's suggested revisions in a mutually satisfactory manner; provided that in no event shall Tenant have the right to request changes or additions to the Preliminary Plan for the purpose of utilizing any unused portion of the Tenant Improvement Allowance (as defined herein). The date the Tenant approves the Preliminary Plan shall be the plan approval date ("**Plan Approval Date**").

B. On or before the Plan Approval Date, Tenant shall provide in writing to Landlord or Landlord's Architect all specifications and information requested by Landlord for the preparation of final construction documents and costing, including without limitation Tenant's final selection of wall and floor finishes, complete specifications and locations (including load and HVAC requirements) of Tenant's equipment, and details of all other non-building standard improvements to be installed in the Premises (collectively, "**Programming Information**"). Tenant's failure to provide the Programming Information by the Plan Approval Date shall constitute a Tenant Delay. Tenant understands that final construction documents for the Tenant Improvements shall be predicated on the Programming Information, and accordingly that such information must be accurate and complete.

C. Upon Tenant's approval of the Preliminary Plan and Preliminary Cost Estimate and delivery of the complete Programming Information, Landlord's Architect and engineers shall prepare and deliver to the parties working drawings and specifications ("**Plans and Specifications**"), and Landlord's Contractor shall prepare a final construction cost estimate ("**Final Cost Estimate**") for the Tenant Improvements in conformity with the Plans and Specifications. Tenant shall have three business days from the receipt thereof to approve or disapprove the Plans and Specifications and the Final Cost Estimate, and any disapproval or requested modification shall be limited to items not contained in the approved Preliminary Plan or Preliminary Cost Estimate; provided that in no event shall Tenant have the right to request changes or additions to the Plans and Specifications for the purpose of utilizing any unused portion of the Tenant Improvement Allowance. In no

event shall Tenant disapprove the Final Cost Estimate if it does not exceed the approved Preliminary Cost Estimate. Should Tenant disapprove the Plans and Specifications and the Final Cost Estimate, such disapproval shall be accompanied by a detailed list of revisions. Any revision requested by Tenant and accepted by Landlord shall be incorporated by Landlord's Architect into a revised set of Plans and Specifications and Final Cost Estimate, and Tenant shall approve same in writing within three business days of receipt without further revision. Tenant's failure to comply in a timely manner with any of the requirements of this paragraph shall constitute a Tenant Delay.

D. The Preliminary Plan and the Plans and Specifications, together with any Changes thereto, shall be subject to the prior approval of Landlord. Landlord shall identify any disapproved items within three business days (or 2 business days in the case of Changes) after receipt of the applicable document. Should Landlord approve work that would necessitate any ancillary Building modification or other expenditure by Landlord, then except to the extent of any remaining balance of the Tenant Improvement Allowance, Tenant shall, in addition to its other obligations herein, promptly fund the cost thereof to Landlord.

E. In the event that Tenant requests in writing a revision in the approved Plans and Specifications ("**Change**"), then provided such Change is acceptable to Landlord, Landlord shall advise Tenant by written change order as soon as is practical of any increase in the Completion Cost and/or any Tenant Delay such Change would cause. Tenant shall approve or disapprove such change order in writing within 2 business days following its receipt from Landlord. Tenant's approval of a Change shall be accompanied by Tenant's payment of any resulting increase in the Completion Cost regardless of any unutilized portion of the Tenant Improvement Allowance. It is understood that Landlord shall have no obligation to interrupt or modify the Tenant Improvement work pending Tenant's approval of a change order.

F. Notwithstanding any provision in the Lease to the contrary, if Tenant fails to comply with any of the time periods specified in this Work Letter, fails otherwise to approve or reasonably disapprove any submittal within three business days, fails to provide all of the Programming Information requested by Landlord, fails to approve in writing the Plans and Specifications within the time provided herein, requests any Changes, fails to make timely payment of any sum due hereunder, furnishes inaccurate or erroneous specifications or other information, or otherwise delays in any manner the completion of the Tenant Improvements (including without limitation by specifying materials that are not readily available) or the issuance of an occupancy certificate (any of the foregoing being referred to as a "**Tenant Delay**"), then Tenant shall bear any resulting additional construction cost or other expenses, and the Commencement Date shall be deemed to have occurred for all purposes, including Tenant's obligation to pay Rent, as of the date Landlord reasonably determines that it would have been able to deliver the Premises to Tenant but for the collective Tenant Delays. Without limiting the foregoing, If the Substantial Completion of the Tenant Improvements is delayed as a result of any Tenant Delay(s), the Tenant Improvements shall be deemed to be Substantially Complete on the date that the Tenant Improvements could reasonably have been expected to Substantially Complete absent any Tenant Delay. The Tenant Improvements shall be deemed to be "**Substantially Complete**" on the date that all Tenant Improvements has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not prevent Tenant from occupying the Premises and using the Premises for the Permitted Use.

Should Landlord determine that the Commencement Date should be advanced in accordance with the foregoing, it shall so notify Tenant in writing. Landlord's determination shall be conclusive unless Tenant notifies Landlord in writing, within 5 business days thereafter, of Tenant's election to contest same by binding arbitration with the American Arbitration Association under its Arbitration Rules for the Real Estate Industry, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Pending the outcome of such arbitration proceedings, Tenant shall make timely payment of all rent due under the Lease based upon the Commencement Date set forth in the aforesaid notice from Landlord. Without limiting the foregoing, Landlord shall have the right to terminate this Lease upon written notice to Tenant if, for any reason whatsoever, within 180 days after Effective Date of Lease: the final Plans and Specifications and Final Cost Estimate have not been approved by Tenant, or Tenant has failed to pay to Landlord the Tenant Contribution, if any, required under this Work Letter.

G. Landlord shall permit Tenant and its agents to enter the Premises prior to the Commencement Date of the Lease in order that Tenant may perform any work to be performed by Tenant hereunder through its own contractors, subject to Landlord's prior written approval, and in a manner and upon terms and conditions and at times satisfactory to Landlord's representative. The foregoing license to enter the Premises prior to the Commencement Date is, however, conditioned upon Tenant's contractors and their subcontractors and employees working in harmony and not interfering with the work being performed by Landlord. If at any time that entry shall cause disharmony or interfere with the work being performed by Landlord, this license may be withdrawn by Landlord upon 24 hours written notice to Tenant. That license is further conditioned upon the compliance by Tenant's contractors with all requirements imposed by Landlord on third party contractors and subcontractors, including without limitation the maintenance by Tenant and its contractors and subcontractors of workers' compensation and public liability and property damage insurance in amounts and with companies and on forms satisfactory to Landlord, with certificates of such insurance being furnished to Landlord prior to proceeding with any such entry. The entry shall be deemed to be under all of the provisions of the Lease except as to the covenants to pay Rent unless Tenant commences business activities within the Premises. Landlord shall not be liable in any way for any injury, loss or damage which may occur to any such work being performed by Tenant, the same being solely at Tenant's risk. In no event shall the failure of Tenant's contractors to complete any work in the Premises extend the Commencement Date.

H. Tenant hereby designates Ian Pumpian, Telephone No. (619) 972-2525 as its representative, agent and attorney-in-fact for the purpose of receiving notices, approving submittals and issuing requests for Changes, and Landlord shall be entitled to rely upon authorizations and directives of such person(s) as if given directly by Tenant. Tenant may amend the designation of its construction representative(s) at any time upon delivery of written notice to Landlord.

II. COST OF TENANT IMPROVEMENTS

A. Landlord shall complete, or cause to be completed, the Tenant Improvements, at the construction cost shown in the Final Cost Estimate (subject to the provisions of this Work Letter), in accordance with final Plans and Specifications approved by both Landlord and Tenant. Landlord shall pay towards the final construction costs ("**Completion Cost**") as incurred an amount not to exceed the Tenant Improvement Allowance, and Tenant shall be

fully responsible for the remainder ("**Tenant Contribution**"). If the actual cost of completion of the Tenant Improvements is less than the maximum amount provided for the Tenant Improvement Allowance, such savings shall inure to the benefit of Landlord and Tenant shall not be entitled to any credit or payment or to apply the savings toward additional work.

B. The Completion Cost shall include all direct costs of Landlord in completing the Tenant Improvements, including but not limited to the following: (i) payments made to architects, engineers, contractors, subcontractors and other third party consultants in the performance of the work, (ii) permit fees and other sums paid to governmental agencies, (iii) costs of all materials incorporated into the work or used in connection with the work (excluding any furniture, fixtures and equipment relating to the Premises), and (iv) keying and signage costs. The Completion Cost shall also include an administrative/supervision fee to be paid to Landlord in the amount of 5% of all such direct costs.

C. Prior to start of construction of the Tenant Improvements, Tenant shall pay to Landlord the amount of the Tenant Contribution set forth in the approved Final Cost Estimate. In addition, if the actual Completion Cost of the Tenant Improvements is greater than the Final Cost Estimate because of modifications or extras requested by Tenant and not reflected on the approved working drawings, or because of Tenant Delays, then notwithstanding any unused portion of the Tenant Improvement Allowance, Tenant shall pay to Landlord, within 10 days following submission of an invoice therefor, all such additional costs, including any additional architectural fee. All payments by Tenant required here under are additional rent, and if Tenant defaults in the payment of any sums due under this Work Letter, Landlord shall (in addition to all other remedies) have the same rights as in the case of Tenant's failure to pay rent under the Lease.

D. The taking of possession or use of the Premises by Tenant shall conclusively establish that the Premises and the Building, including without limitation all Tenant Improvements, were in good and satisfactory condition and in conformity with the provisions of this Lease in all respects, except for those matters set forth in a written punch list, if any, and signed by Landlord and Tenant, identifying any minor defects in the Tenant Improvements at the time of delivery which do not materially interfere with the use of the Premises, which shall not delay the Commencement Date, but which Landlord will diligently complete after delivering the Premises to Tenant.

EXHIBIT E

GUARANTY OF LEASE

Intentionally Omitted

SDSURF OFFICE BUILDING
LEASE ADDENDUM NO. 1

MEDICAL OFFICE PROVISIONS

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

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

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

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

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

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

[End of Addendum]