

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

REGULAR MEETING

Albany City Hall
1000 San Pablo Avenue
Albany, CA 94706

TUESDAY
June 15, 2010

A G E N D A

- I. **OPENING BUSINESS** 7:00 p.m.
- A) Call to Order
- B) Roll Call
- C) Identify Closed Session Pursuant to Agenda Section III Below
- II. **PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS**
- General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.*
- III. **CLOSED SESSION** 7:30 p.m.
- A) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: Student Personnel Matters
- B) With respect to every item of business to be discussed in Closed Session pursuant to: Government Code Section 54957: Public Employee Appointment
- Certificated**
1. Corrections – none
 2. Extra Assignment
 - a. Assistant Coach – Wrestling
 - b. Head Coach – Wrestling
 3. Leave – none
 4. New Hire
 - a. Sp Ed Teacher
 - b. Summer CELDT testing
 - c. Summer School Teacher
 - d. Teacher
 5. Resignation – none
 6. Status Change – none
 7. Termination – none

Classified

- 1. Corrections – none
- 2. Extra Assignment – none
- 3. Leave – none
- 4. New Hire
 - a. District Database Coordinator
 - b. Head Varsity Volleyball Coach
 - c. Substitute Custodian
 - d. Translator
- 5. Resignation – none
- 6. Status Change
 - a. ASB Student Account
- 7. Termination – none

- C) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:
 - a. California School Employees Association (CSEA)
 - b. Albany Teachers Association (ATA)
 - c. SEIU Local 1021

IV. OPEN SESSION

7:30 p.m.

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 7:30 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

- A) Reconvene to Open Session
- B) Roll Call
- C) Pledge of Allegiance
- D) Report of Action Taken in Closed Session
- E) Approval of Agenda
- F) Approval of Consent Calendar

(The Consent Calendar includes routine items that may be handled with one action. Board Members may request any item be removed from the Consent Calendar without formal action)

1. Approval of Minutes

- a) June 15, 2010

2. Personnel Assignment Order

a) Certificated Personnel – Public Employee Assignment, Employment, Appointment, Evaluation, Leave Requests:

- 1. Corrections – none
- 2. Extra Assignment
 - a. Asst Coach – Wrestling
 - b. Head Coach – Wrestling
- 3. Leave – none
- 4. New Hire
 - a. Sp Ed Teacher

- b. Summer CELDT testing
 - c. Summer School Teacher
 - d. Teacher
- 5. Resignation – none
- 6. Status Change – none
- 7. Termination – none
- b) **Classified Personnel – Public Employee Assignment, Appointment Employment, Leave Requests:**
 - 1. Corrections – none
 - 2. Extra Assignment – none
 - 3. Leave – none
 - 4. New Hire
 - a. District Database Coordinator
 - b. Head Varsity Volleyball Coach
 - c. Substitute Custodian
 - d. Translator
 - 5. Resignation – none
 - 6. Status Change
 - a. ASB Student Account
 - 7. Termination - none
- 3. **Curriculum and Instruction**
 - a) Approve Part I of the Consolidated Application for Funding Categorical Aid Programs 2010-11 Pg 6
 - b) Approve the Student Teacher Placement Agreement between Albany Unified School District and Saint Mary’s College of California Pg 58
 - c) Approve the additional fund donation from the Marin School PTA for the Supplemental Art Instruction in the amount of \$1497.50. Pg 63
- 4. **Business and Operations**
 - a) Approve the Independent Contractor agreement between Albany Unified School District and David Burke for enrollment and capacity analysis report services Pg 65
 - b) Approve April – May 2010 Site Donation Report Pg 71
 - c) Approve the purchase order change notice for database/ CALPADS consultant with Susan Mox at a total cost not to exceed \$6,375.00 Pg 72
- 5. **Student Services**
 - a) Approve one (1) Independent Contractor Agreement between Albany Unified School District and Margaret Mowry-Evans to provide case management and specialized academic instruction for one (1) student at a rate of \$115.00/hour. Cost not to exceed \$25,070.00. Funding source: Special Education Pg 73

- b) Approve one (1) Independent Contractor Agreement between Albany Unified School District and Marywin Deegan to provide alternate and augmentative communication services for one (1) student at a rate of \$95.00/hour. Cost not to exceed \$13,300.00. Funding source: Special Education Pg 78
- c) Approve one (1) Master Contract between Albany Unified School District and Children’s Learning Center for educational services for three (3) students, at a cost not to exceed \$101,475.00. Funding source: Special Education Pg 83
- d) Approve one (1) Independent Contractor Agreement between Albany Unified School District and Katherine McCormick Baca to provide Communication Access Realtime Translation (CART Services) at a rate of \$80.00 per hour for one (1) student. Cost not to exceed \$56,060.00. Funding source: Special Education Pg 93
- e) Approve one (1) Independent Contractor Agreement between Albany Unified School District and Greg Paoli at a cost of \$55.00/hour, to provide speech and language therapy from July 12 – August 6, 2010 for the Extended Year Program. Cost not to exceed \$4,908.75. Funding source: Special Education Pg 99
- f) Approve one (1) Master Contract between Albany Unified School District and Center for Early Intervention on Deafness (CEID) for basic education for specialized instruction for one (1) deaf/hearing impaired preschool student at a cost as follows: \$160.00/day – basic education, and \$94.00/hour for speech and language services. Cost not to exceed \$38,581.00. Funding source: Special Education Pg 103

V. STUDENT BOARD MEMBERS

VI. STAFF REPORTS

- A) AHS Solar Project

VII. PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA

Board practice limits each speaker to no more than three (3) minutes. The Brown Act limits Board ability to discuss or act on items which are not on the agenda; therefore, such items may be referred to staff for comment or for consideration on a future agenda.

VIII. REVIEW AND ACTION ITEMS

(Members of the public will have the opportunity to speak on all issues.)

- A) Open Public Hearing on the 2010-11 Budget
- B) Close Public Hearing on the 2010-11 Budget
- C) Approve the 2009-10 Budget and accept the flexibility options for Categorical Programs per SBX34 (under separate cover) Pg 109
- D) Approve Resolution 2009-10-17 in the Matter of Albany Unified School District opposing the Governor’s proposed cuts to child care Services Pg 110

- E) Approve Resolution 2009-10-16 in the Matter of the Reduction of Classified School Services for the 2010-2011 School Year Pg 111
- F) Approve amendment to the 2011-12 School Calendar Pg 112
- G) Conduct 2nd reading and approve BP 5117 – Interdistrict Attendance (Students), BP 5121-5125, and BP 5144.1 – BP 5145.9 (Students) Pg 113

IX. REVIEW AND DISCUSSION ITEMS

X. BOARD AND SUPERINTENDENT COMMENTS

XI. FUTURE AGENDA ITEMS

XII. FUTURE BOARD MEETINGS

- A) Tuesday, August 3, 2010, 7:30 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
- B) Tuesday, August 17, 2010, 7:30 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
- C) Tuesday, September 7, 2010, 7:30 p.m., Regular meeting
Albany City Hall, 1000 San Pablo Avenue, Albany

XIII. ADJOURNMENT

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board.

The Board of Education meeting packet is available for public inspection at the Albany Public Library, 1247 Marin Avenue, all school sites, and the lobby of the Albany Unified School District office, 1051 Monroe Street, Albany. The agenda is available on the Albany Unified School District web site: www.ausd.ca.schoolloop.com

If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet

In compliance with the Americans with Disability Act (ADA), if you need special assistance to participate in this meeting, please contact the Superintendent's Office at 510-558-3766. Notification must be give forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: APPROVE PART 1 OF THE CONSOLIDATED APPLICATION FOR FUNDING CATGEGORICAL AID PROGRAMS 2010-11

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction 

TYPE OF ITEM: *Consent*

BACKGROUND INFORMATION:

Part 1 of the 2010-11 Consolidated Application for Funding Categorical Aid Programs collects information related to local educational agencies intention to participate in consolidated programs, legal assurances of compliance as required by federal and state statute, and other required program participation information. The Board must review and approve this application annually.

FINANCIAL INFORMATION:

Assures District Participation in State and Federal Funding Programs

RECOMMENDATION:

APPROVE PART 1 OF THE CONSOLIDATED APPLICATION FOR FUNDING CATGEGORICAL AID PROGRAMS 2010-11

2010-11 Consolidated Application for Funding Categorical Aid Programs

California Department of Education

(Part I)

Consolidated Application

<p>Purpose: To declare the agency's intent to apply for 2010-11 funding of Consolidated Categorical Aid Programs.</p>	<p>Agency: Albany City Unified</p>
<p>CDE Contact: Anne Daniels 916-319-0295 ADaniels@cde.ca.gov LEA Plan Only: Cheryl Tiner 916-319-0414 CTiner@cde.ca.gov</p>	<p>CD code: 0 1 6 1 1 2 7</p>
<p>Legal status of agency:</p> <p><input checked="" type="checkbox"/> School District <input type="checkbox"/> County Office of Education <input type="checkbox"/> Direct Funded Charter</p>	<p>Dates of project duration: July 1, 2010 -- June 30, 2011</p>
<p>Do not return the paper copy of this form to the California Department of Education. The ConApp must be submitted electronically using the ConApp Data System (CADS).</p>	

Our LEA Plan is current and is linked to our web site located at:

Date of LEA Plan approval by State Board of Education: 07/11/2003 TBD

Advisory Committees: The undersigned certify that they have been given the opportunity to advise on the pages in this application related to compensatory education programs for English learners.

OR for each committee, check the appropriate box to the right	<input checked="" type="checkbox"/>	Committee is N/A	<input type="checkbox"/>	Committee refused to sign	
_____ Signature-District Advisory Committee (DAC)* (Required if the LEA operates a state Compensatory Education program.)	/ /	Date	06/11/2010	Date	_____ Lynda Hornada Director of Curriculum and Instruction
_____ Signature-District English Learner Advisory Committee (DELAC)* (Required if the LEA has 51 or more identified English learners.)	/ /	Date	06/11/2010	Date	_____ Lynda Hornada Director of Curriculum and Instruction

Certification: I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

 Signature of authorized representative Printed name of authorized representative

Electronic certification HAS been completed. Electronic certification has NOT been completed.

Participation in 2010-11 Consolidated Programs

California Department of Education

Consolidated Application

<p>Purpose: To declare that the LEA is applying for specified categorical funds for the 2010-11 school year.</p>		<p>Agency: Albany City Unified</p>	
<p>CDE Contact: Anne Daniels 916-319-0295 ADaniels@cde.ca.gov</p>		<p>CD code: 0 1 6 1 2 7</p>	
<p>Note: Shaded areas () indicate Federal programs.</p>			
1*	3010	3010	3025
2*	Title I, Part A (Basic Grant) ESEA Sec. 1111 et seq	Title I, Part A (Neglected) ESEA Sec. 1111 et seq.	Title I, Part D (Delinquent) ESEA Sec. 1401
3*	YES	NO	NO
1*	4035	4201	4203
2*	Title II, Part A (Teacher Quality) ESEA Sec. 2101	Title III, Part A (Immigrant) ESEA Sec. 3102	Title II, Part A (LEP Students) ESEA Sec. 3102
3*	YES	YES	YES
1*		5810	7090, 7091
2*	Title VI Subpart 1 REAP Flexibility ESEA Sec. 6211	Title VI, Subpart 1 Small Rural School Achievement ESEA Sec. 6214	Title VI, Subpart 2 Rural and Low-Income Grant ESEA Sec. 6221
3*	NOT ELIGIBLE	NOT ELIGIBLE	Economic Impact Aid EC 54000
	NOT ELIGIBLE	NOT ELIGIBLE	YES

* Rows within each type of program: 1. SACS Resource Code 2. Program Title 3. "Yes" if participating, "No" if not participating
 2010-11 ConApp, Part I, page 2 Date: 06/11/2010

2010-11 Title I, Part A, (Basic) Services for Students in Private Nonprofit Schools

California Department of Education

Consolidated Application

<p>Purpose: To identify private nonprofit schools that will participate in the ESEA Title I, Part A (Improving the Academic Achievement of the Disadvantaged).</p> <p>CDE Contact: <i>Jyoti Singh 916-319-0372 JySingh@cde.ca.gov</i> <i>Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov</i></p>	<p>Agency: Albany City Unified</p> <p>CD code: 0 1 6 1 1 2 7</p>				
<p><input checked="" type="checkbox"/> This page is not applicable; no private schools have chosen to participate or the LEA does not receive Title I, Part A, (Basic Grant) funding on page 2 of the ConApp.</p>					
<p>1. The LEA shall, after timely and meaningful consultation with appropriate private school officials, provide to eligible children, on an equitable basis, special educational services or other benefits that address their needs and shall ensure that teachers and families of the children have equitable participation in services and activities developed under Title I, Part A, Sections 1118 and 1119. (See Legal Assurance under ESEA Participation of Private Nonprofit School Students #1)</p> <p>2. The LEA will provide this consultation during the design and development of the program on issues such as how the children's needs will be identified; what services will be offered; how, where, and by whom the services will be provided; how the results will be assessed and how the results will be used to improve those services; and the method and sources of data used to determine the number of low income students from Title I attendance areas enrolled in private schools. (See Legal Assurance under ESEA Participation of Private Nonprofit School Students #3.)</p> <p>3. LEA maintains in the agency's records and upon request will provide to CDE a written affirmation signed by officials of each participating private school that the consultation required by ESEA Title I, Part A, Section 1120 (b) has occurred. (See Legal Assurance under NCLB Participation of Private Nonprofit School Students #7).</p> <p>Note: The LEA of residence is responsible for providing Title I, Part A, services to eligible students who reside in the LEA's Title I attendance area but attend a private school located outside the LEA's boundaries.</p>					
A. Name of school	B. School Code	C. District will provide direct services	D. District will contract with another provider for services	E. Affirmation on File	F. School is not participating

ESEA Participation and Reporting of Students in Private Nonprofit Schools

California Department of Education

Consolidated Application

P 10

Purpose: 1. To identify private nonprofit schools that will participate 2010-11 in ESEA Title II (Teacher Quality), Title II (Technology), and Title III (LEP), Title IV (Safe and Drug-free Schools and Communities). 2. To report in column F the number of private school English Learner (EL) students served in 2009-10.	Agency: Albany City Unified CD code: <table style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 15%;">0</td> <td style="border: 1px solid black; width: 15%;">1</td> <td style="border: 1px solid black; width: 15%;">6</td> <td style="border: 1px solid black; width: 15%;">1</td> <td style="border: 1px solid black; width: 15%;">1</td> <td style="border: 1px solid black; width: 15%;">2</td> <td style="border: 1px solid black; width: 15%;">7</td> </tr> </table>	0	1	6	1	1	2	7
0	1	6	1	1	2	7		

This page is not applicable because there are no private schools listed below

CDE Contact: George Olive 916-323-0891 GOlive@cde.ca.gov
 (Column F Only) Patty Stevens 916-323-5838 PStevens@cde.ca.gov

LEA Responsibilities:

1. The LEA must, after timely and meaningful consultation with appropriate private school officials, provide equitable services that address needs of private school students and staff under the programs listed in columns D - G below. (See Legal Assurance #1.)
2. To ensure timely and meaningful consultation, the LEA must consult with appropriate private school officials during the design and development of these programs. (See Legal Assurance #3 for details that must be addressed in consultation.)
3. To assure that equitable services were delivered to eligible students under Title III, Part A, the LEA must report the number of private school students receiving services in the 2009-10 year.

A	B	C	D	E	F	G	H
Name of school	School Code	Enrollment	4035 Title II, Part A (Teacher Quality)	4045 Title II, Part D (Technology)	4203: Title III, Part A Count of private school ELs served in 2009-10 (LEP)	0	3710 Title IV, Part A (SDFSC) (Carryover Only)

2010-11 EIA/SCE Ranking Decisions

California Department of Education

Consolidated Application

<p>Purpose: To identify options used in ranking schools to determine eligibility for EIA/SCE.</p>	<p>Agency: Albany City Unified</p>
<p>CD code: 0 1 6 1 1 2 7</p>	

CDE Contact: Richard Graham 916-319-0303 RGraham@cde.ca.gov
 Mark Klinester 916-319-0420 MKlinester@cde.ca.gov

A. EIA/SCE Ranking Decisions

1. Ranking Method EIA/SCE method is used Title I method is used

2. Ranking Order Districtwide ranking Grade span ranking

3. Ranking Type Number of students in need Percent of students in need

B. Low Income Measure (check appropriate box)

Eligibility for Free and Reduced-Price Lunch

Receipt of CalWORKS

Poverty count from most recent Census Data

Eligibility for Medicaid

Composite of the above (Describe in a comment) (See directions for constructing a composite)

C. Grade spans and poverty rate calculations (based on page 6 data)

Grade Span	Grades	Enrollment	Low Income	Poverty Rate
1	KK-05	1,568	332	21.2%
2	06-08	922	181	19.6%
3	09-12	1,320	241	18.3%
Districtwide	N/A	3,810	754	19.8%

2010-11 EIA Ranking of Public Schools

Purpose: To identify options used in developing an intra-district allocation plan for EIA funds.

Agency: Albany City Unified

CD code: 0 | 1 | 6 | 1 | 2 | 7

This page is not applicable because the LEA did not apply for EIA funding on page 2 of the ConApp.

CDE Contact: Richard Graham 916-319-0303 RGraham@cde.ca.gov
 Mark Klinesteker 916-319-0420 MKlinesteker@cde.ca.gov

Name of School Grade Levels	School Code	A Grade Span Group	EIA/SCE Ranking orders:				Districtwide		G Total Students in Need	H Percent of Students in Need	I EIA/SCE School Rank*	J EIA Intended for Funding ("X")
			B	C	D	E	F	Number of students in need				
		Ranked using Title I, Part A method		Ranked using EIA/SCE method		Number of students in need		Percent of students in need				
		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>				
		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>				
Ocean View Elementary KK-05	6116222	1	564	186	239	382	807	143.1%	(1)		X	
Cornell Elementary KK-05	6090146	1	498	97	161	206	464	93.2%	2			
Marin Elementary KK-05	6095376	1	506	49	81	147	277	54.7%	3			
Albany Middle 06-08	6090161	2	922	181	124	208	513	55.6%	(1)		X	
MacGregor High (Continuation) 10-12	0130294	3	46	10	5	8	23	50.0%	(1)		X	
Albany High 09-12	0130450	3	1,274	231	167	347	745	58.5%	2			

*If EIA/SCE ranking method used, () indicates school is eligible based on 25% low-income students, 25% EL students or 50% EDY students.
 *If Title I ranking method used, 0 indicates school is eligible based on the district or grade-span poverty rate percent or 35%.

2010-11 Title I, Part A Ranking Decisions

California Department of Education

Consolidated Application

<p>Purpose: To identify options used in ranking schools to determine eligibility for ESEA, Title I, Part A.</p>	<p>Agency: Albany City Unified</p>
<p>CDE Contact: Richard Graham 916-319-0303 RGraham@cde.ca.gov Judi Brown 916-319-0942 JBrown@cde.ca.gov</p>	<p>CD code: 0 1 6 1 1 2 7</p>

This page is not applicable because the LEA did not apply for Title I, Part A, (Basic Grant) funding on page 2 of the ConApp.

A. Title I Ranking Decisions	C. Title I Ranking Exceptions
<p><input type="checkbox"/> The LEA has an enrollment of fewer than 1,000 students or has only one school per grade span.</p>	<p>Use the following alpha codes to indicate exceptions used in column G on page 8.</p> <p>a. At least 35% low income</p> <p>b. Public school poverty rate (rather than attendance area poverty rate) above District poverty rate.</p> <p>c. Skipping school that will be served by state or local program that meets the requirements of Title I, Part A. (must receive at least the same allocation as under Title I, Part A.)</p> <p>d. Desegregation-25% waiver. An approved waiver is on file.</p> <p>e. Additional year of funding (grandfather provision).</p> <p>f. Feeder pattern.</p>
<p>1. Ranking Order: Districtwide ranking X Grade span ranking</p>	
<p>2. Low-Income Measure (check appropriate boxes)</p>	
<p>X Eligibility for Free and Reduced-Price Lunch</p>	
<p>Receipt of CalWORKS</p>	
<p>Poverty count from most recent Census Data</p>	

B. Grade spans and poverty rate calculations (based on page 8 data)			
Grade Span	Grades	Enrollment	Poverty Rate
1	KK-05	1,568	332 21.2%
2	06-08	922	181 19.6%
3	09-12	1,320	241 18.3%
Districtwide	N/A	3,810	754 19.8%

2010-11 Title I, Part A Ranking of Public Schools

California Department of Education

Consolidated Application

Purpose: To document the process used to identify and rank schools Title I, Part A, schools for compensatory education funding/services.

Reminder: If a school below 35% is identified for funding in column H, the 125% rule will apply to all schools funded.

CDE Contact: *Richard Graham 916-319-0303 R.Graham@cde.ca.gov*
Judi Brown 916-319-0942 J.Brown@cde.ca.gov

Agency: Albany City Unified

CD code:

0 | 1 | 6 | 1 | 1 | 2 | 7

This page is not applicable because the LEA did not apply for Title I, Part A, (Basic Grant) funding on page 2 of the ConApp.

Low-income measure: Free Lunch

Ranking order: Gradespan

Poverty rate(s): 21.2%

19.6%

18.3%

A	B	C	D	E	F	G	H	I	J
Name of School Grade Levels School Code	Grade Span Group	Student Enrollment in Attend. Area	Number of Low-income Students	Percent Low-income Students	Title I Rank*	Ranking Exception (see page 7)	ESEA, Title I Intended for Funded ("X")	EIA/SCE Intended for Funded ("X")	Other State or Local Funded ("X")
Ocean View Elementary KK-05 6116222	1	564	186	33.0%	(1)		X	X	
Cornell Elementary KK-05 6090146	1	498	97	19.5%	2				
Marin Elementary KK-05 6095376	1	506	49	9.7%	3				
Albany Middle 06-08 6090161	2	922	181	19.6%	(1)		X	X	
MacGregor High (Continuation) 10-12 0130294	3	46	10	21.7%	(. 1)		X	X	
Albany High 09-12 0130450	3	1,274	231	18.1%	2				

* () Indicates school is at or above the district poverty rate and eligible;
 [] Indicates school is at or above 35% poverty and eligible.

2009-10 LEA Reporting Form for Federal Gun-Free Schools Act (GFSA)

California Department of Education

Consolidated Application

Purpose: The Gun-Free Schools Act requires districts and county offices of education requesting Elementary and Secondary Education Act (ESEA) funds to submit to the CDE expulsion information related to firearms. Failure to complete this form places an LEA's federal funds in jeopardy.

Agency:
Albany City Unified

CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

A. Are there any expulsions to report for students who have brought a firearm to school or who have possessed a firearm at school? Yes No

Notes: 1. Only students who have been officially expelled, by vote of the governing board, during the 2009-10 school year are included in this report.

2. Expulsions for students who have brought a bb gun, pellet gun, stun gun, imitation/simulated gun, paint ball gun, cap gun, antique or replica of antique firearm, gun clip, ammunition, or Class-C common fireworks are not reportable in column E under the GFSA requirements. See instructions for further details.

B. School Code (7 digits)	C. School Name	D. Student's Grade Level	E. * Type of firearm for which student was expelled	F. Was this student referred to an alternative school or program?	G. Was this expulsion shortened to a term of less than one year?	H. Was this student disabled as defined in Section 602(a)(1) of the IDEA?*
			<input type="checkbox"/> Handgun <input type="checkbox"/> Shotgun/Rifle <input type="checkbox"/> Other (Specify)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Modifications on a case-by-case basis.

** Refer to the instructions for a brief description of the IDEA.

2009-10 LEA Reporting Form for ESEA Title I, Part D, Neglected, Delinquent, or At-Risk - Demographics P 1 of 6
 California Department of Education Consolidated Application

Purpose: To report the number of students served with Title I, Part D, funds during 2009-10.		Agency: Albany City Unified	
		CD code: 0 1 6 1 1 2 7	
CDE Contact: Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov		<input checked="" type="checkbox"/> This page is not applicable because the LEA did not participate in Title I, Part D, Neglected, Delinquent, or At-Risk programs in 2009-10.	
Number of programs operating in a multiple purpose facility		0	
Number of Facilities/Programs	At-Risk Programs	Neglected Programs	Juvenile Detention
	0	0	0
	Students Served in At-Risk Programs	Students Served in Neglected Programs	Students Served in Juvenile Detention
Race/Ethnicity			
Hispanic or Latino of any race	0	0	0
American Indian or Alaskan Native	0	0	0
Asian or Pacific Islander	0	0	0
Black or African American	0	0	0
Native Hawaiian, not Hispanic or Latino	0	0	0
White, not Hispanic or Latino	0	0	0
Multiracial, not Hispanic or Latino	0	0	0
No Response	0	0	0
Gender			
Male	0	0	0
Female	0	0	0
Age			
5-10 years old	0	0	0
11-15 years old	0	0	0
16-18 years old	0	0	0
19 years and older	0	0	0
Total Unduplicated Students Served	0	0	0
# of Long-term Students	0	0	0

2009-10 LEA Reporting Form for ESEA Title I, Part D, Neglected, Delinquent, or At-Risk - Offerings & Outcomes
 Consolidated Application

California Department of Education

Purpose: To report the number of facilities and the academic and vocational outcomes of students served with Title I, Part D, funds during 2009-10.

Agency:
Albany City Unified

CD, code: 0 | 1 | 6 | 1 | 1 | 2 | 7

CDE Contact: Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov
 Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov

This page is not applicable because the LEA did not participate in Title I, Part D, Neglected, Delinquent, or At-Risk programs in 2009-10.

Number of Facilities	
At-Risk Programs	Neglected Programs
1. Awarded high school course credit	0
2. Awarded high school diplomas	0
3. Awarded GED	0
Number of Students	
At-Risk Programs	Neglected Programs
2. Academic & Vocational Outcomes	Juvenile Detention
1. Academic	Juvenile Detention
<i>While in the facility, the number of students who...</i>	
1. Earned high school course credits	0
2. Were enrolled in a GED program	0
<i>While in the facility, or within 30 calendar days after exit, the number of students who...</i>	
3. Enrolled in their local district school	0
4. Earned a GED	0
5. Obtained high school diploma	0
6. Were accepted into post-secondary education	0
7. Enrolled in post-secondary education	0
2. Vocational	Juvenile Detention
<i>While in the facility, the number of students who...</i>	
1. Enrolled in elective job training	0
<i>While in the facility, or within 30 calendar days after exit, the number of students who...</i>	
2. Enrolled in external job training education	0
3. Obtained employment	0

2009-10 Title I, Part D, Neglected, Delinquent or At-Risk - Academic Performance Report

California Department of Education

Consolidated Application

Purpose: To report the academic performance of long-term students served with Title I, Part D, funds during 2009-10.	Agency: Albany City Unified CD code: 0 1 6 1 1 2 7
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CDE Contact: Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov	<input checked="" type="checkbox"/> This page is not applicable because the LEA did not participate in Title I, Part D, Neglected, Delinquent, or At-Risk program in 2009-10.
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Performance Data (Based on most recent pre/post-test data)	Reading			Mathematics		
	At-risk Programs	Neglected Programs	Juvenile Corrections/ Detention	At-risk Programs	Neglected Programs	Juvenile Corrections/ Detention
	1. Long-term students who tested below grade level upon entry	0	0	0	0	0
2. Long-term students who have completed pre- and post-test results (data)	0	0	0	0	0	0
3. Negative grade level change from the pre- to post-test exams	0	0	0	0	0	0
4. No change in grade level from the pre- to post-test exams	0	0	0	0	0	0
5. Improvement of up to 1/2 grade level from the pre- to post-test exams	0	0	0	0	0	0
6. Improvement from 1/2 up to one full grade level from the pre- to post-test exams	0	0	0	0	0	0
7. Improvement of more than one full grade level from the pre- to post-test exams	0	0	0	0	0	0

2009-10 LEA Reporting Form for ESEA Title I, Part A, Neglected

California Department of Education

Consolidated Application

Purpose: To be completed for each LEA that received ESEA Title I, Part A, Neglected Program funding to provide services to eligible youth during 2009-10. LEAs are to collect and aggregate data for all sites, enter combined totals, and submit one composite electronic form per LEA.

Agency:

Albany City Unified

CD code:

0 | 1 | 6 | 1 | 1 | 2 | 7

CDE Contact: Lorene Euerle 916-319-0728 LEuerle@cde.ca.gov
 Jeff Breshears 916-319-0946 JBreshears@cde.ca.gov

This page is not applicable because the LEA did not participate in Title I, Part A, Neglected in 2009-10.

A. Student Participation by Grade Level 2008-09 School Year

Pre-K	0
K	0
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	0
Ungraded	0
TOTAL	0

B. If student participation total is zero, the reason is as follows.

2009-10 School Reporting Form for Title I, Part A - 1

Consolidated Application

California Department of Education

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: MacGregor High (Continuation)
 School code: 0 | 1 | 3 | 0 | 2 | 9 | 4

Purpose: To be completed for each Public and Private school that received Title I, Part A, funding/services during 2009-10.

This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

CDE Contact: Jerry Cummings 916-319-0381 JCumming@cde.ca.gov
 Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

A. 2009-10 Title I School Type: Schoolwide Program School (SWP) Targeted Assistance School (TAS)

B. 2009-10 Total Title I, Part A, Allocation: (do not include ARRA)

C. Program Participants By: Male Female

D. Program Participants: Enter the count of students who received ESEA, Title I, Part A, services.

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded
Total Participants	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0

E. Migrant **F.** Students with Disabilities **G.** LEP Participants

H. Racial/Ethnic Group: Enter by racial/ethnic group the number of students who received ESEA, Title I, Part A, services.

	American Indian or Alaskan Native, not Hispanic or Latino	Asian, not Hispanic or Latino	Black or African American, not Hispanic or Latino	Native Hawaiian, not Hispanic or Latino	White, not Hispanic or Latino	Multiracial, not Hispanic or Latino	No Response
Hispanic or Latino of any race	0	1	1	0	1	0	0

2009-10 School Reporting Form for Title I, Part A - 1

Consolidated Application

California Department of Education

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Albany Middle
 School code: 6 | 0 | 9 | 0 | 1 | 6 | 1

Purpose: To be completed for each Public and Private school that received Title I, Part A, funding/services during 2009-10.

This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

CDE Contact: Jerry Cummings 916-319-0381 JCumming@cde.ca.gov
 Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

A. 2009-10 Title I School Type: Schoolwide Program School (SWP) Targeted Assistance School (TAS)

B. 2009-10 Total Title I, Part A, Allocation: (do not include ARRA)

C. Program Participants By: Male Female

D. Program Participants: Enter the count of students who received ESEA, Title I, Part A, services.

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded
Total Participants	0	0	0	0	0	0	0	40	29	15	0	0	0	0	0

E. Migrant **F.** Students with Disabilities **G.** LEP Participants

H. Racial/Ethnic Group: Enter by racial/ethnic group the number of students who received ESEA, Title I, Part A, services.

	American Indian or Alaskan Native, not Hispanic or Latino	Asian, not Hispanic or Latino	Black or African American, not Hispanic or Latino	Native Hawaiian, not Hispanic or Latino	White, not Hispanic or Latino	Multiracial, not Hispanic or Latino	No Response
Hispanic or Latino of any race	0	20	22	0	19	5	4

2009-10 School Reporting Form for Title I, Part A - 1

Consolidated Application

California Department of Education

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Ocean View Elementary
 School code: 6 | 1 | 1 | 6 | 2 | 2

Purpose: To be completed for each Public and Private school that received Title I, Part A, funding/services during 2009-10.

CDE Contact: Jerry Cummings 916-319-0381 JCumming@cde.ca.gov
 Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

A. 2009-10 Title I School Type: Schoolwide Program School (SWP) Targeted Assistance School (TAS)

B. 2009-10 Total Title I, Part A, Allocation: (do not include ARRA)

C. Program Participants By: Male Female

D. Program Participants: Enter the count of students who received ESEA, Title I, Part A, services.

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded
Total Participants	0	11	21	26	31	27	27	0	0	0	0	0	0	0	0

E. Migrant **F.** Students with Disabilities **G.** LEP Participants

H. Racial/Ethnic Group: Enter by racial/ethnic group the number of students who received ESEA, Title I, Part A, services.

	American Indian or Alaskan Native, not Hispanic or Latino	Asian, not Hispanic or Latino	Black or African American, not Hispanic or Latino	Native Hawaiian, not Hispanic or Latino	White, not Hispanic or Latino	Multiracial, not Hispanic or Latino	No Response
Hispanic or Latino of any race	1	39	15	1	29	0	12
46							

2009-10 School Reporting Form for Title I, Part A - 2

Consolidated Application

California Department of Education

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Albany Middle
 School Code: 6 | 0 | 9 | 0 | 1 | 6 | 1

Purpose: To be completed for each Title I, Part A, Targeted Assistance School (TAS).

CDE Contact: Jerry Cummings 916-319-0381 JCumming@ccde.ca.gov
 Stephanie Smith 916-319-0948 SSmith@ccde.ca.gov

This page is not applicable because this is not a Title I, Part A, TAS.

J. Type of Service: TAS only. Enter number of students who received ESEA, Title I, Part A, services.

Instructional Service Area	Mathematics	Reading/Language Arts	Science	Social Studies	Vocational/Career	Other
Participants	58	12	0	0	0	14
Support Service Area	Health, Dental, and Eye Care					
Participants	0					
Support Service Area	Supporting Guidance/Advocacy					
Participants	0					

K. School-Level Staff: TAS only. Enter the school-level staff FTE paid with ESEA, Title I, Part A, funds.

Administrators (non-clerical)	Teachers	Paraprofessionals	Support Staff (clerical and non-clerical)	Other
0.00	1.00	0.00	0.00	0.00

2009-10 School Reporting Form for Title I, Part A - 2

California Department of Education

Consolidated Application

Agency: Albany City Unified	0	1	6	1	1	2	7
CD code:							
School: MacGregor High (Continuation)							
School Code:	0	1	3	0	2	9	4

Purpose: To be completed for each Title I, Part A, Targeted Assistance School (TAS).

CDE Contact: *Jerry Cummings* 916-319-0381 JCumming@cde.ca.gov
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

This page is not applicable because this is not a Title I, Part A, TAS.

J. Type of Service: TAS only. Enter number of students who received ESEA, Title I, Part A, services.

Instructional Service Area	Mathematics	Reading/Language Arts	Science	Social Studies	Vocational/Career	Other
Participants	0	0	0	0	0	3
Support Service Area	Health, Dental, and Eye Care					
Participants	0					
Support Service Area	Supporting Guidance/Advocacy					
Participants	0					

K. School-Level Staff: TAS only. Enter the school-level staff FTE paid with ESEA, Title I, Part A, funds.

Administrators (non-clerical)	Teachers	Paraprofessionals	Support Staff (clerical and non-clerical)	Other
0.00	0.00	0.00	0.00	0.00

2009-10 School Reporting Form for Title I, Part A - 2

Consolidated Application

California Department of Education

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Ocean View Elementary
 School Code: 6 | 1 | 1 | 6 | 2 | 2 | 2

Purpose: To be completed for each Title I, Part A, Targeted Assistance School (TAS).

CDE Contact: Jerry Cummings 916-319-0381 JCumming@cde.ca.gov
 Stephanie Smith 916-319-0948 SSmith@cde.ca.gov

This page is not applicable because this is not a Title I, Part A, TAS.

J. Type of Service: TAS only. Enter number of students who received ESEA, Title I, Part A, services.

Instructional Service Area	Mathematics	Reading/Language Arts	Science	Social Studies	Vocational/Career	Other
Participants	57	52	0	0	0	34
Support Service Area	Health, Dental, and Eye Care					
Participants	0					
Support Service Area	Supporting Guidance/Advocacy					
Participants	0					

K. School-Level Staff: TAS only. Enter the school-level staff FTE paid with ESEA, Title I, Part A, funds.

Administrators (non-clerical)	Teachers	Paraprofessionals	Support Staff (clerical and non-clerical)	Other
0.00	1.00	0.00	0.00	0.00

2008-09 Title I Report of Program Improvement Activities

California Department of Education

Consolidated Application

P26

Purpose: To report activities by the school as a result of being identified as a Title I Program Improvement School.

Agency: Albany City Unified

CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7

School:

CD code:

CDE Contact: Lana Zhou 916-319-0956 LZhou@cde.ca.gov
Sandi Ridge 916-319-0243 SRidge@cde.ca.gov

A. Year of Program Improvement (PI) in 2009-10

1. The number of students in PI schools Years 1 or above who applied for Public School Choice (Choice) under Elementary and Secondary Education (ESEA) Act.	0
2. The number of students who transferred from a PI school Years 1 or above to attend a non-PI school under ESEA.	0
3. The number of students who transferred from a PI school Year 1 or above to attend a local or state school choice program.	0
4. The number of students in PI schools Year 2 or above who applied for supplemental educational services (SES).	0
5. The number of students in PI schools Year 2 or above who received SES.	0

B. For a PI School in Year 3, the LEA implemented at least one of the following corrective actions (check all that apply):

1. Replaced school staff relevant to the failure to make adequate yearly progress (AYP).
2. Implemented a new curriculum, including appropriate professional development.
3. Decreased management authority at the school level.
4. Appointed an outside expert to advise the school on making AYP based on its school plan.
5. Extended the school year or school day.
6. Restructured the internal organizational structure of the school.

C. For a PI School in Year 4, the LEA developed an alternative governance plan to restructure the school's governance and staffing using at least one of the following approaches (check all that apply):

1. Reopen the school as a public charter school.
2. Replace all or most of the staff (may include the principal) relevant to the failure to make AYP.
3. Contract with an outside entity with a record of effectiveness to operate the public school.
4. Institute other major restructuring of the school's governance.

D. For a PI School in Year 5, the LEA implemented at least one of the following alternative governance approaches (check all that apply):

1. Reopened the school as a public charter school.
2. Replaced all or most of the staff (may include the principal) relevant to the failure to make AYP.
3. Contracted with an outside entity with a record of effectiveness to operate the public school.
4. Instituted other major restructuring of the school's governance.

2009-10 Title I, Part A, End-of-Year Expenditure Report for School Choice and SES

California Department of Education

Consolidated Application

<p>Purpose: To report on end-of-year expenditures of Title I, Part A funds on Public School Choice (Choice) and Supplemental Educational Services (SES).</p>		<p>Agency: Albany City Unified</p>	
		<p>CD code: 0 1 6 1 1 2 7</p>	
<p>CDE Contact: Lana Zhou - 916 319-0956 - LZhou@cde.ca.gov Sandi Ridge - 916 319-0243 - SRidge@cde.ca.gov</p>		<p><input checked="" type="checkbox"/> This page is not applicable because the LEA did not have schools in Program Improvement in 2009-10.</p>	
A. Expenditures for Choice Transportation and Supplemental Educational Services (SES)		Title I, Part A	Non-Title I, Part A
1.	Amount of funds expended and encumbered for Choice transportation for students who transferred from a PI school to a non-PI school under ESEA.	0	0
2.	Amount of funds expended and encumbered for eligible students who received SES.	0	0
3.	Amount of funds expended for parent outreach activities for Choice and SES. (0.2% = 349)	0	0
4.	Total expended and encumbered amount for Choice and SES (A1 + A2 + A3).	0	0
5.	Amount of unspent funds. (20% of 2009-10 LEA Title I allocation (34,899) * - line A4). If the amount in line A.5. is larger than 0, continue to Section B.	0	0
B. Circumstances in Which the LEA is Not Subject to the Reallocation Criteria (check all boxes that apply)		Check if Applies	
1.	Provided Choice and/or SES to ALL eligible students using less than the 20 percent.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Encumbered 100 percent of the 20 percent obligation in SES contracts and in Choice transportation.	<input type="checkbox"/>	<input type="checkbox"/>
3.	An LEA could not provide Choice because it has only one school in each grade span and could not offer SES because it was not served by providers including online providers.	<input type="checkbox"/>	<input type="checkbox"/>
C. Reallocation Criteria for Unspent Funds of the 20% Obligation (check all boxes that apply)		Yes	No
1.	Partnered or made efforts to partner with groups such as community-based organizations to inform eligible students and their parents of the opportunity to sign up for Choice and SES.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Provided timely and accurate notice of the availability of Choice and SES to eligible students and their parents.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Ensured that sign-up forms for SES are distributed directly to eligible students and their parents and made widely available and accessible through broad means of dissemination.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Provided a minimum of two enrollment "windows," at separate points in the school year for eligible students and their parents to sign up for SES.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Ensured that approved SES providers are given access to school facilities, using a fair, open, and objective process, on the same basis and terms as are available to other groups that seek access to school facilities.	<input type="checkbox"/>	<input type="checkbox"/>

*This is 20% of line 4 (amount after transfer) from the District Allocation of Title I, Part A, funds page from 2009-10 ConApp.

2009-10 LEA Reporting Form for ESEA Title I, Part A and Homeless Education

California Department of Education

Consolidated Application

Purpose: To provide the number of homeless children and youth in the LEA and their primary nighttime residence.

Agency:

Albany City Unified

CD Code:

0 | 1 | 6 | 1 | 1 | 2 | 7

CDE Contact: *Leanne Wheeler 916-319-0383 LWheeler@cde.ca.gov*
Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov

A. McKinney-Vento Homeless Education Funding

LEA received three-year McKinney-Vento Homeless Education funding.

LEA did not receive three-year McKinney-Vento Homeless Education funding.

B. Enrollment

Grade Level	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Ungraded*	Total
Number of Homeless	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1

*Ungraded means served in an educational unit that has no separate grades.

C. Primary Nighttime Residency

Type of Residency	Shelters	Doubled-up/Tripled-up	Unsheltered*	Hotels/Motels	Total
Number of Homeless	1	0	0	0	1

*Unsheltered (e.g., cars, parks, campgrounds, etc.)

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: MacGregor High (Continuation)
 School Code: 0 | 1 | 3 | 0 | 2 | 9 | 4

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	54	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	0	Truancy Rate (Number at left + enrollment):	0.0%*
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	0	4		
48900(a)(2)	Related to use of force or violence	0	4		
48900(c)	Related to possession or sale of controlled substances, alcohol, or intoxicants.	0	2		
48900(f)	Caused or attempted to cause damage to school property or private property	0	4		
48900(h)	Related to possession or use of tobacco products	0	5		
48900(k)	Related to disruption of school activities or willfull defiance	0	12		
48915(a)(3)	Related to unlawful possession of controlled substances	0	1		

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	0	32
	Violence/Drug Total:	0	16
	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.0%*	29.6%*
	Total of Persistently Dangerous Expulsions Only:	0	N/A
	Number of Non-Student Firearm Incidents:	0	0
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
Was school at risk of being designated "persistently dangerous" for 2009-10?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Albany High
 School Code: 0 | 1 | 3 | 0 | 4 | 5 | 0

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	1284	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	34	Truancy Rate (Number at left + enrollment):	2.6%
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	0	10		
48900(a)(2)	Related to use of force or violence	1	10		
48900(b)	Related to firearms, knives, explosive devices, etc.	0	3		
48900(c)	Related to possession or sale of controlled substances, alcohol, or intoxicants.	0	14		
48900(f)	Caused or attempted to cause damage to school property or private property	0	3		
48900(g)	Stole or attempted to steal school property or private property	0	7		
48900(h)	Related to possession or use of tobacco products	0	5		
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity	0	4		

<p>NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp</p>	Overall Total:	2	94
	Violence/Drug Total:	2	45
	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.2%*	3.5%*
	Total of Persistently Dangerous Expulsions Only:	1	N/A
Number of Non-Student Firearm Incidents:		0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
Is school at risk of being designated "persistently dangerous" for 2009-10?		No	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Albany High
 School Code: 0 | 1 | 3 | 0 | 4 | 5 | 0

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	1284	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	34	Truancy Rate (Number at left + enrollment):	2.6%*
Ed Codes	Ed Code Text		Number of Expulsions	Number of Suspensions	
48900(a)(1)	Related to physical injury to another person		0	10	
48900(a)(2)	Related to use of force or violence		1	10	
48900(b)	Related to firearms, knives, explosive devices, etc.		0	3	
48900(c)	Related to possession or sale of controlled substances, alcohol, or intoxicants.		0	14	
48900(f)	Caused or attempted to cause damage to school property or private property		0	3	
48900(g)	Stole or attempted to steal school property or private property		0	7	
48900(h)	Related to possession or use of tobacco products		0	5	
48900(i)	Committed an obscene act or engaged in habitual profanity or vulgarity		0	4	

<p>NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/lr/ss/se/umirs.asp</p>	Overall Total:	2	2	94
	Violence/Drug Total:	2	2	45
	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.2%*	*	3.5%*
	Total of Persistently Dangerous Expulsions Only:	1	N/A	N/A
Number of Non-Student Firearm Incidents:		0		

Was school at risk of being designated "persistently dangerous" for 2007-08?	No
Was school at risk of being designated "persistently dangerous" for 2008-09?	No
Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* if this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 1 6 1 1 2 7
 School: Albany High
 School Code: 0 1 3 0 4 5 0

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	1284	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	34	Truancy Rate (Number at left + enrollment):	2.6%
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(j)	Related to possession or sale of drug paraphernalia	0	1		
48900(k)	Related to disruption of school activities or willful defiance	0	35		
48900.2	Related to sexual harassment	0	1		
48900.4	Related to harassment, threats, or intimidation	0	1		
48915(c)(1)	PDS-Related to possessing, selling, or otherwise furnishing a firearm	1	0		

<p>NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/lis/ss/se/umirs.asp</p>	Overall Total:	2	94
	Violence/Drug Total:	2	45
	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.2% *	3.5% *
	Total of Persistently Dangerous Expulsions Only:	1	N/A
	Number of Non-Student Firearm Incidents:	0	
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
Was school at risk of being designated "persistently dangerous" for 2009-10?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Cornell Elementary
 School Code: 6 | 0 | 9 | 0 | 1 | 4 | 6

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	517	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	107	Truancy Rate (Number at left + enrollment):	20.7%*
Ed Codes		Ed Code Text		Number of Expulsions	Number of Suspensions
48900(a)(1)		Related to physical injury to another person		0	19
48900(k)		Related to disruption of school activities or willfull defiance		0	6

<p>NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp</p>	Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No
	Overall Total:		Violence/Drug Total:			
	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):		Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.0%*		3.7%*
	Total of Persistently Dangerous Expulsions Only:		Total of Persistently Dangerous Expulsions Only:	0		N/A
Number of Non-Student Firearm Incidents:				0		

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

P34

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified

CD code: 0 1 6 1 1 2 7

School: Albany Middle

School Code: 6 0 9 0 1 6 1

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	923	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	60	Truancy Rate (Number at left + enrollment):	6.5%
Ed Codes	Ed Code Text	Number of Expulsions	Number of Suspensions		
48900(a)(1)	Related to physical injury to another person	0	11		
48900(a)(2)	Related to use of force or violence	0	3		
48900(b)	Related to firearms, knives, explosive devices, etc.	0	7		
48900(c)	Related to possession or sale of controlled substances, alcohol, or intoxicants.	0	1		
48900(f)	Caused or attempted to cause damage to school property or private property	0	1		
48900(g)	Stole or attempted to steal school property or private property	0	4		
48900(j)	Related to possession or sale of drug paraphernalia	0	1		
48900(k)	Related to disruption of school activities or willfull defiance	0	35		

<p>NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp</p>	Overall Total:	0	69
	Violence/Drug Total:	0	23
	Violence/Drug Rate (Violence/Drug Total + Enrollment):	0.0%*	2.5%*
	Total of Persistently Dangerous Expulsions Only:	0	N/A
	Number of Non-Student Firearm Incidents:	0	0
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
* if this reads 'N/A' it means that the enrollment figure is missing.			

Is school at risk of being designated "persistently dangerous" for 2009-10? No

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Albany Middle
 School Code: 6 | 0 | 9 | 0 | 1 | 6 | 1

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	923	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	60	Truancy Rate (Number at left + enrollment):	6.5%
Ed Codes	Ed Code Text				
48900(r)	Related to bullying and bullying through electronic means				
		Number of Expulsions	0	Number of Suspensions	6

<p>NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp</p>	Overall Total:	0	69
	Violence/Drug Total:	0	23
	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.0%*	2.5%*
	Total of Persistently Dangerous Expulsions Only:	0	N/A
	Number of Non-Student Firearm Incidents:	0	0
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
Is school at risk of being designated "persistently dangerous" for 2009-10?	No		No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application **P 36**

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 2 | 7
 School: Marin Elementary
 School Code: 6 | 0 | 9 | 5 | 3 | 7 | 6

CDE Contact: Stephanie Papas 916-445-8441 SPapas@cde.ca.gov

October 2009 CBEDS Enrollment:	501	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	3	Truancy Rate (Number at left ÷ enrollment):	0.6%*
Ed Codes		Ed Code Text		Number of Expulsions	Number of Suspensions
48900(a)(1)	Related to physical injury to another person			0	5

NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp	Overall Total:	0	5
	Violence/Drug Total:	0	5
	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.0%*	1.0%*
	Total of Persistently Dangerous Expulsions Only:	0	N/A
	Number of Non-Student Firearm Incidents:	0	0
Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No
Is school at risk of being designated "persistently dangerous" for 2009-10?	No		No

* If this reads 'N/A' it means that the enrollment figure is missing.

2009-10 School Reporting Form for UMIRS Data

California Department of Education

Consolidated Application

Purpose: To collect student expulsion, suspension, and truancy information to satisfy ESEA requirements related to "persistently dangerous" schools and the uniform management information reporting system (UMIRS).

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 2 | 7
 School: Ocean View Elementary
 School Code: 6 | 1 | 1 | 6 | 2 | 2

CDE Contact: Stephanie Papas 916-445-8441 SPapas@ccde.ca.gov

October 2009 CBEDS Enrollment:	551	Number of students with an unexcused absence of more than 30 minutes on 3 or more days:	52	Truancy Rate (Number at left ÷ enrollment):	9.4%*
Ed Codes	Ed Code Text		Number of Expulsions	Number of Suspensions	
48900(f)	Committed an obscene act or engaged in habitual profanity or vulgarity		0	2	

<p>NOTE TO LEA: Please read instructions carefully. Do not photocopy hard copies of this form in order to collect data from individual school sites. Background, guidance, and a data input form (to collect data from school sites) are available at http://www.cde.ca.gov/ls/ss/se/umirs.asp</p>	Was school at risk of being designated "persistently dangerous" for 2007-08?	No	Was school at risk of being designated "persistently dangerous" for 2008-09?	No	Is school at risk of being designated "persistently dangerous" for 2009-10?	No
	Overall Total:	0	Violence/Drug Total:	0	Violence/Drug Rate (Violence/Drug Total ÷ Enrollment):	0.0%*
	Total of Persistently Dangerous Expulsions Only:	0	Number of Non-Student Firearm Incidents:	2	N/A	
	<p>* If this reads 'N/A' it means that the enrollment figure is missing.</p>					
	<p>2010-11 ConApp, Part I, page 20.1 Date: 06/11/2010</p>					

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Albany City Unified

CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7

School: MacGregor High (Continuation)

School code: 0 | 1 | 3 | 0 | 2 | 9 | 4

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7

School: Albany High
 School code: 0 | 1 | 3 | 0 | 4 | 5 | 0

**CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)
 Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)**

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

- The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.
- The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.
- The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

<p>Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.</p>		<p>Agency: Albany City Unified</p>
CD code:	0 1 6 1 1 2 7	
School: Cornell Elementary		
School code:	6 0 9 0 1 4 6	

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)
 Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

The school did NOT receive Title I, Part A for 2009-10.
 If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.
 The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.
 The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

<p>Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.</p>											
Agency: Albany City Unified											
CD code:					0	1	6	1	1	2	7
School: Albany Middle											
School code:					6	0	9	0	1	6	1

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

- The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.
- The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.
- The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

Agency-Albany City Unified

CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7

School: Marin Elementary

School code: 6 | 0 | 9 | 5 | 3 | 7 | 6

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.

The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.

The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 School Reporting Form for Teacher and Paraprofessional Requirements

California Department of Education

Consolidated Application

Agency: Albany City Unified		0	1	6	1	1	2	7
CD code:								
School: Ocean View Elementary		6	1	1	6	2	2	2
School code:								

Purpose: To collect school-level data, as required by the ESEA, about teachers funded by Title II funds in Class Size Reduction and teachers and instructional paraprofessionals in Title I, Part A, (Basic Grant) programs.

CDE Contact: Jackie Rose 916-322-9503 JRose@cde.ca.gov (Section A)
Stephanie Smith 916-319-0948 SSmith@cde.ca.gov (Section B and C)

A. Teachers in Class Size Reduction in 2009-10

1. Total number of teachers in 2009-10 in Class Size Reduction paid for with local, state and federal funds	0
2. Of the total in line 1, number paid with Title II funds	0
3. Number of teachers in line 1 who meet the ESEA teacher requirements	0

The school did NOT receive Title I, Part A for 2009-10.

If this box is checked, this page is now complete. If not checked, complete sections B and C.

B. New Teachers Hired Into Title I Funded Programs in 2009-10

1. Total number of Title I teachers including Schoolwide and Targeted Assistance	0
2. Number of these teachers who did not meet the ESEA teacher requirements	0

C. ESEA Compliant Paraprofessionals in 2009-10 (Complete items 1-4 if either of the bottom two boxes are checked)

- The school is NOT using Title I, Part A funds to employ paraprofessionals to assist in instruction in 2009-10.
- The school uses Title I, Part A funds to employ paraprofessionals to assist in instruction in Title I Targeted Assistance Programs.
- The school uses paraprofessionals to assist in instruction in Schoolwide Title I Schools.

1. Number of FTE paraprofessionals in Title I schools	0.00
2. Number of these paraprofessionals who meet the ESEA requirements	0.00
3. Percentage of these paraprofessionals who meet the ESEA requirements	0.00%
4. Target percentage for June 30, 2010	100%

2009-10 ESEA (NCLB) Teacher Requirements

Agency: Albany City Unified	0	1	6	1	1	2	7
CD code:							
School: MacGregor High (Continuation)							
School Code:	0	1	3	0	2	9	4

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

**CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov
Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov**

ESEA Core Academic Classes	
	2009-10
	(as reported on CBEDS)
1.	8
2.	5
3.	0
4.	0

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.												
Agency:		Albany City Unified										
CD code:		0	1	6	1	1	2	7				
School:		Albany High										
School Code:		0	1	3	0	4	5	0				

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov
Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

ESEA Core Academic Classes	
	2009-10
Elementary and middle/high school classes	(as reported on CBEDS)
1. Total number of ESEA general education core academic classes taught	229
2. Total number of these core classes taught by teachers who met the ESEA requirements	199
3. Total number of ESEA special education core academic classes taught	5
4. Total number of these core classes taught by teachers who met the ESEA requirements	5

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Cornell Elementary
 School Code: 6 | 0 | 9 | 0 | 1 | 4 | 6

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov
 Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

ESEA Core Academic Classes	
	2008-09 (as reported on CBEDS)
Elementary and middle/high school classes	2009-10
1. Total number of ESEA general education core academic classes taught	23
2. Total number of these core classes taught by teachers who met the ESEA requirements	22
3. Total number of ESEA special education core academic classes taught	0
4. Total number of these core classes taught by teachers who met the ESEA requirements	0

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

<p>Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.</p>	<p>Agency: Albany City Unified</p> <p>CD code: 0 1 6 1 1 2 7</p> <p>School: Albany Middle</p> <p>School Code: 6 0 9 0 1 6 1</p>
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CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov
Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

ESEA Core Academic Classes	
	2008-09 (as reported on CBEDS)
Elementary and middle/high school classes	2009-10
1. Total number of ESEA general education core academic classes taught	146
2. Total number of these core classes taught by teachers who met the ESEA requirements	131
3. Total number of ESEA special education core academic classes taught	14
4. Total number of these core classes taught by teachers who met the ESEA requirements	9
	5
	5

2009-10 ESEA (NCLB) Teacher Requirements

Consolidated Application

California Department of Education

Agency: Albany City Unified
 CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7
 School: Marin Elementary
 School Code: 6 | 0 | 9 | 5 | 3 | 7 | 6

Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.

CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov
 Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov

ESEA Core Academic Classes	
	2009-10
Elementary and middle/high school classes	2008-09 (as reported on CBEDS)
1. Total number of ESEA general education core academic classes taught	22
2. Total number of these core classes taught by teachers who met the ESEA requirements	21
3. Total number of ESEA special education core academic classes taught	0
4. Total number of these core classes taught by teachers who met the ESEA requirements	0

2009-10 ESEA (NCLB) Teacher Requirements

California Department of Education

Consolidated Application

<p>Purpose: To collect school-level data on the number of core academic classes taught by ESEA (NCLB) Highly Qualified teachers as required by the ESEA Act of 2001.</p>		<p>Agency: Albany City Unified CD code: 0 1 6 1 1 2 7 School: Ocean View Elementary School Code: 6 1 1 6 2 2 2</p>					
<p>CDE Contact: Kelly Heffington - (916) 324-5689 - KHeffington@cde.ca.gov Lynda Nichols - (916) 323-5822 - LNichols@cde.ca.gov</p>							
<p>Elementary and middle/high school classes</p>		<p>ESEA Core Academic Classes</p>					
1.	<p>Total number of ESEA general education core academic classes taught</p>	25	2008-09 (as reported on CBEDS)	23	2009-10		
2.	<p>Total number of these core classes taught by teachers who met the ESEA requirements</p>	25		20			
3.	<p>Total number of ESEA special education core academic classes taught</p>	0		0			
4.	<p>Total number of these core classes taught by teachers who met the ESEA requirements</p>	0		0			

2008-09 and 2009-10 Year-to-Date Expenditure Report for Selected Federal Programs

California Department of Education

Consolidated Application

Purpose: To report year-to-date expenditures for 2009-10 and 2009-10 allocations. Each LEA that received a subgrant for the federal programs listed below in FY 2008-09 and/or 2009-10 must complete this page.		Agency: Albany City Unified							
CD Code:	<table border="1" style="margin: auto;"> <tr> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">1</td> <td style="width: 20px; text-align: center;">6</td> <td style="width: 20px; text-align: center;">1</td> <td style="width: 20px; text-align: center;">1</td> <td style="width: 20px; text-align: center;">2</td> <td style="width: 20px; text-align: center;">7</td> </tr> </table>	0	1	6	1	1	2	7	
0	1	6	1	1	2	7			

CDE Contact: See individual program below

This page is not applicable because the LEA did not participate in any of the listed programs.

Program	SACS Code	Description	2008-09	2009-10
Title II, Part A Jackie Rose (916) 322-9503 JRose@cde.ca.gov		1. Total Title II, Part A expenditures	\$ 102,245	\$ 91,397
		a. Amount of line 1 spent on Professional Development	\$ 24,616	\$ 25,175
		b. Amount of line 1 spent on exam and test prep	\$ 0	\$ 0
		c. Amount of line 1 spent on recruiting, training, and retaining	\$ 77,629	\$ 66,222
		d. Amount of line 1 spent on Class Size Reduction	\$ 0	\$ 0
Clifton Davis (916) 323-5808 CDavis@cde.ca.gov	4201	Title III, Part A, Immigrant Student Program	\$ 31,317	\$ 32,585
Patty Stevens (916) 323-5838 PStevens@cde.ca.gov	4203	Title III, Part A, Limited English Proficient Program	\$ 30,942	\$ 66,231

2010-11 Title III Immigrant Proposed Expenditure Report

California Department of Education

Consolidated Application

Purpose: To report proposed expenditures of Title III Immigrant funds for fiscal year 2010-11. To obtain projected funding amount click on the eligibility link at the Request for Applications Web page at <http://www.cde.ca.gov/fg/fo/r22/imm10rfa.asp>

Agency: Albany City Unified

CD Code: 0 | 1 | 6 | 1 | 1 | 2 | 7

This page is not applicable because the LEA is not participating in Title III Immigrant during 2010-11.

CDE Contact: Clifton Davis 916-323-5808 CDavis@cde.ca.gov

Sub grantee Activities

		Projected Funding Amount (enter this from CDE Web site)	Proposed Expenditures
Object Code	Activities		
1000-1999	Certificated Personnel Salaries	\$	18,218
2000-2999	Classified Personnel Salaries	\$	0
3000-3999	Employee Benefits	\$	8,497
4000-4999	Books and Supplies	\$	7,139
5000-5999	Services & Other Operating Expenditures	\$	0
	Administrative & Indirect Costs	\$	1,391
	Total	\$	35,245

Section 3115 (e)(1).

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include -

(A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;

(B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;

(C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth;

(D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2010-11 Title III LEP Proposed Expenditure Report

<p>Purpose: To report proposed expenditures of Title III LEP funds for fiscal year 2010-11. To obtain projected funding amount click on the eligibility link at the Request for Applications Web page at http://www.cde.ca.gov/fg/fo/r22/lep10rfa.asp.</p>	<p>Agency: Albany City Unified</p>	0	1	6	1	1	2	7	
<p>CD Code:</p>									
<p><input type="checkbox"/> This page is not applicable because the LEA is not participating in Title III LEP during 2010-11.</p>									
<p>CDE Contact: Patty Stevens 916-323-5838 PStevens@cde.ca.gov</p>									
<p>Required/Authorized Sub grantee Activities</p>									
<p>Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.</p> <p>Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.</p> <p>Section 3115(d) (1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services (5) Improving the English proficiency and academic achievement of limited English proficient children. (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.</p>	<p>Projected Funding Amount (enter this from CDE Web site)</p>								\$ 60,705
Object Code	Activities								Proposed Expenditures
1000-1999	Certificated Personnel Salaries								\$ 43,066
2000-2999	Classified Personnel Salaries								\$ 0
3000-3999	Employee Benefits								\$ 14,759
4000-4999	Books and Supplies								\$ 1,666
5000-5999	Services & Other Operating Expenditures								\$ 0
		Administrative and Indirect Costs (2% Cap) \$							1,214
		Total							\$ 60,705

2010-11 Constitutionally Protected Prayer LEA Policy

California Department of Education

Consolidated Application

Purpose: To meet annual federal requirements specified in Section 9524(b) of the ESEA Act regarding constitutionally protected prayer in public elementary and secondary schools.

Agency:

Albany City Unified

CD code:

0	1	6	1	1	2	7
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CDE Contact: Mary Payne - 916-319-0379 - MPayne@cde.ca.gov

Eugene Stevenson - 916-319-0385 - EStevenson@cde.ca.gov

Protected Prayer Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools." This document can be located at the following Web site address:

http://www.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html



 Signature of authorized representative

Maria Stephenson

Superintendent

Title

06/11/2010

Date

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the CDE upon request or as part of an audit, a compliance review, or a complaint investigation.

The LEA cannot certify at this time.

2009-10 Title I, Part A, LEA-level Parent Involvement Policy

California Department of Education

Purpose: To meet annual federal requirements specified in ESEA Sections 1116(c)(1) and 1118 regarding Title I LEA-level programs, activities, and procedures for the involvement of parents in Title I programs.

Agency:
Albany City Unified

CD code: 0 | 1 | 6 | 1 | 1 | 2 | 7

CDE Contact: Carol Dickson 916-319-0382 CDickson@cde.ca.gov
Jerry Cummings 916-319-0381 JCumming@cde.ca.gov

This section is not applicable because the LEA did not receive Title I, Part A, funding in 2009-10.

A. 2009-10 Title I Parent Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parent involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

- a) Involve parents in the joint development of the LEA Plan and the process of school review and improvement for program improvement schools under ESEA Section 1116;
- b) Help schools to plan and implement effective parent involvement activities to improve student academic achievement and school performance;
- c) Build the schools' and parents' capacity for strong parental involvement;
- d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
- e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
- f) Involve parents in the activities of the Title I schools.

Does your current Title I district-level parent involvement board policy describe how your LEA will meet all six of these criteria? Yes No

Date of local board approval of the current Title I parent involvement policy: 11/17/2009

B. 2009-10 Title I LEA-level Parent Involvement Policy Required Annual Evaluation of Content and Effectiveness

This section is not applicable because the LEA did not receive Title I, Part A, funding in 2009-10.

Describe how the LEA involved parents in the 2009-10 required annual evaluation of the content and effectiveness of the Title I LEA-level parent involvement policy.

Parents in Title 1 schools participate in an annual evaluation survey of parent involvement policy of the District.

C. 2009-10 Title I One Percent Set-aside to Carry Out ESEA, Section 1118, "Parent Involvement"

This section is not applicable because the LEA did not receive Title I, Part A, funding in 2009-10 or did not receive a total of \$500,000 or more.

Describe how the LEA involved parents in the decisions regarding how the 1 percent set-aside for parental involvement activities was allotted.

2009-10 School-site Level Parent Involvement Policy

California Department of Education

Consolidated Application

<p>Purpose: To meet federal requirements specified in ESEA Section 1118 to "review the LEA's parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118." [ESEA 1118 (h)]</p>	<p>Agency: Albany City Unified</p> <p>CD code: 0 1 6 1 1 2 7</p> <p>School: MacGregor High (Continuation)</p> <p>School code: 0 1 3 0 2 9 4</p>
<p>CDE Contact: Carol Dickson 916-319-0382 CDickson@cde.ca.gov Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov</p>	

This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

1. The Title I school-level parental involvement policy describes the means for carrying out:

- (a) Involvement of parents in the policy
- (b) School-parent compacts
- (c) Building of capacity for involvement of parents
- (d) Accessibility and opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory students

Yes No

2. The Title I school-level parental involvement policy was jointly developed with parents

Yes No Date last approved by school site council: 06/03/2010

3. School-site Parent Involvement contact:

Alexia Ritchie Name Principal Title

aritchie@ausdk12.org (510) 559-6575 Phone and Extension

E-mail

2009-10 School-site Level Parent Involvement Policy

California Department of Education

Consolidated Application

P 56

<p>Purpose: To meet federal requirements specified in ESEA Section 1118 to "review the LEA's parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118." [ESEA 1118 (h)]</p>	Agency: Albany City Unified	0	1	6	1	1	2	7
	CD code:							
	School: Albany Middle	6	0	9	0	1	6	1

CDE Contact: Carol Dickson 916-319-0382 CDickson@cde.ca.gov
 Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov

This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

- The Title I school-level parental involvement policy describes the means for carrying out:
 - Involvement of parents in the policy
 - School-parent compacts
 - Building of capacity for involvement of parents
 - Accessibility and opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory students

Yes No
- The Title I school-level parental involvement policy was jointly developed with parents

Yes No Date last approved by school site council: 06/03/2010
- School-site Parent Involvement contact:

Robin Davis	Principal
Name	Title
rdavis@ausdk12.org	(510) 558-3612
E-mail	Phone and Extension

2009-10 School-site Level Parent Involvement Policy

California Department of Education

Consolidated Application

<p>Purpose: To meet federal requirements specified in ESEA Section 1118 to "review the LEA's parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118." [ESEA 1118 (h)]</p>	Agency: Albany City Unified	0	1	6	1	1	2	7
	CD code:							
	School: Ocean View Elementary	6	1	1	6	2	2	2
	School code:							

This page is not applicable because the school did not receive any Title I, Part A, (Basic Grant) funds.

CDE Contact: Carol Dickson 916-319-0382 CDickson@cde.ca.gov
 Tony Salamanca 916-319-0276 TSalamanca@cde.ca.gov

1. The Title I school-level parental involvement policy describes the means for carrying out:

- (a) Involvement of parents in the policy
- (b) School-parent compacts
- (c) Building of capacity for involvement of parents
- (d) Accessibility and opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory students

Yes No

2. The Title I school-level parental involvement policy was jointly developed with parents

Yes No Date last approved by school site council: 06/03/2010

3. School-site Parent Involvement contact: Terry Georgeson Principal

Name Title

tgeorgeson@ausdk12.org (510) 558-4804

E-mail Phone and Extension

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: **APPROVE THE STUDENT TEACHER PLACEMENT AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND SAINT MARY'S COLLEGE OF CALIFORNIA**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: **CONSENT**

BACKGROUND INFORMATION:

This agreement with Saint Mary's College of California will allow student teachers to gain classroom-teaching experience within our schools. The agreement is attached.

FINANCIAL INFORMATION:

No Fiscal Impact

RECOMMENDATION:
Approve the Student Teacher Placement Agreement between Albany Unified School District and Saint Mary's College of California



**SAINT MARY'S COLLEGE OF CALIFORNIA
STUDENT TEACHER PLACEMENT AGREEMENT**

KALMANOVITZ
SCHOOL OF
EDUCATION

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and Albany City Unified School District of Alameda County ("Institution") on this 15th day of June 2010 ("Effective Date").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching or counseling experience as an important element of Students' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a counselor education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching and counseling environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of August 2010 and ending before the fifteenth day of August 2011.

3. Definitions

3.1 "*Student Teaching*" means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. "*Student teaching*" further means, as appropriate, "*School Counseling Field Experience*" which is the active participation in the duties and function of school counseling under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in Institution classrooms and programs in which counseling field experience is provided.

- 3.2 "Location" means any applicable Institution site or campus when Institution is a public school district with multiple locations or campuses on which Student Teaching will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then "Location" shall be read to mean "Institution.
- 3.3 "Master Teacher" means the Institution teacher or school counselor, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to Students assigned to the Location. Also referred to as "Field Supervisor" in the context of counseling.

4. Parameters

- 4.1 Institution and Saint Mary's shall, from time to time, adjust the number of Students per semester that will be placed with Institution.
- 4.2 Saint Mary's shall pay to Institution a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received by Saint Mary's (Attn: School of Education, unless otherwise directed) by June 1, 2011 to be eligible for payment.

5. Obligation of Institution

- 5.1 Institution shall provide Students with hands-on experience through Student Teaching in an appropriate classroom environment.
- 5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching requirements of the Saint Mary's credential program as may be necessary for the Student to earn his/her semester units.

6. Obligation of Saint Mary's

- 6.1 Saint Mary's may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).
- 6.2 The assignment of a Student to practice teach or counsel at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary's effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.

7. Fee Computation

Saint Mary's will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary's shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1, 2011**, Institution shall submit to Saint Mary's any final invoices for payment.

8. Termination

This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day's advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

Institution, for good cause, may refuse to accept for Student Teaching any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

9. Applicable Laws, Codes and Regulations

- 9.1 Saint Mary's, upon written request by Institution and upon receipt of appropriate materials from Institution, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary's any laws, codes, or regulations of which Saint Mary's students must be informed.
- 9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

10. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

11. Indemnity

- 11.1 Saint Mary's agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts of Saint Mary's.
-
- 11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary's from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

12. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

13. Notices

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary's:

Attn: Vince Nicosia
Saint Mary's College of California
P. O. Box 4350
Moraga, CA 94575-4350
Telephone: (925) 631-4135
Facsimile: (925) 376-8379

If to Institution:

Attn: _____

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

16. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

17. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

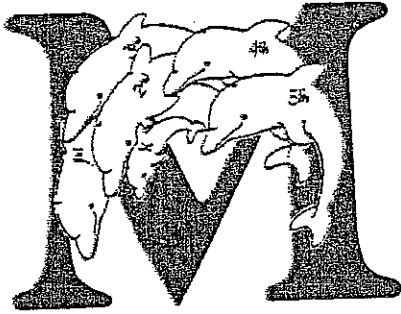
SAINT MARY'S COLLEGE OF CALIFORNIA

INSTITUTION:

Peter A. Michell, Vice President for Finance
Saint Mary's College of California

Date: _____

Date: _____



Marin School PTA

May 26, 2010

Albany USD
904 Cornell Avenue
Albany, CA 94706

To Superintendent Marla Stephenson and the Honorable Members of the School Board:

The Marin School PTA is willing to grant additional funds of \$1497.50 for the Supplemental Art Instruction as per Lisa Norman's request in the attached letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alesia Alonso'. The signature is fluid and cursive, with a long horizontal line extending to the right from the end of the name.

Alesia Alonso
Marin School PTA President

Marin School
Bill to Marin PTA
Art Classes 2009/2010
5/27/2010

Lisa Norman
1027 West Place
Albany, CA 94706
(510) 612-6056

Bill for requested additional funding for supplemental art at Marin School : \$1,497.50

TOTAL AMOUNT DUE: \$1,497.50

Albany Unified School District
Independent Contractor Agreement

THIS AGREEMENT; made this 1st day of June, 2010 between David M. Burke, an independent contractor, (Contractor), having a principal place of business at _____, and the Albany Unified School District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2011, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay a lump sum fee of \$3,600.00. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers'

Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.
- Item IV-D () is (X) is not applicable to this agreement.
- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such

claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VI. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent

Independent Contractor

Date

Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services:

1. Provide updated 10-year Cohort Survival Method enrollment projections for Resident and combined Resident and Non-resident student populations
2. Update the Facility Inventory to include new facilities and anticipated facilities
3. Provide an analysis of the updated enrollment projections and Facility Inventory. The detail of this analysis will be similar to the detail of the 2007 report

Date(s) Services to be performed:

A draft of the report will be delivered by August 1, 2010

Exhibit "B"

INDEPENDENT CONTRACTOR
 CERTIFICATION OF
 EMPLOYEE CLEARANCE

Name of Company/Individual: David Burke

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ FAX: _____

Email: _____

Contact Person: same as above

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 and 45125.2 on all of our employees who may come into contact with pupils while working on projects for the Albany Unified School District.
- None of my company's employees, who may come into contract with pupils while working on projects for the Albany Unified School District have been convicted of a violent or serious felony as defined in Education Code Section 45122.1 (see exhibit "B")
- I have attached a list of the names of our employees who may come in contact with pupils. I also agree to update the list as employees for new employees prior to their contact with pupils.

I certify that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company/myself.

 Print Name Title

 Signature Date

David M. Burke, AICP | LEED AP

June 1, 2010

Marla Stephenson, Superintendent
Albany Unified School District
904 Talbot Avenue
Albany, CA 94706

Re: Enrollment and Capacity Analysis Report Proposal

Marla,

Per your request, provided is my proposal to update the District's Enrollment and Capacity Analysis Report that was originally prepared in February 2007.

Scope of Work:

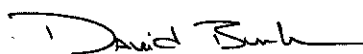
1. Provide updated 10-yr Cohort Survival Method enrollment projections for Resident and combined Resident and Non-resident student populations
2. Update the Facility Inventory to include new facilities and anticipated facilities.
3. Provide an analysis of the updated enrollment projections and Facility Inventory. The detail of this analysis will be similar to the detail of the 2007 Report.
4. A Draft of the Report will be delivered by August 1, 2010.

Fees:

1. The above scope of work will be performed at a proposed Lump Sum Fee of \$3,600.00.
2. Time and material for expenses related to reproduction and presentations of the completed report are not included in the Lump Sum Fee and will be billed at a rate of \$150 per hour plus any reproduction expenses.

I look forward to working with you on this project. Please do not hesitate to contact me if you have any questions.

Sincerely,



David Burke

ALBANY UNIFIED SCHOOL DISTRICT

P71

DONATIONS OVER \$50.00

APRIL 1 - MAY 31

<u>DONER</u>	<u>GIFT</u>	<u>AMOUNT</u>
CORNELL ELEMENTARY SCHOOL		
Cornell PTA	Monetary donation for Kindergarten Enrichment	\$ 129.77
Cornell PTA	Monetary donation for LCD Projectors and a Document Camera	\$ 16,498.81
Michael Roberts	Monetary donation to Cornell Elementary	\$ 150.00
PG&E Corporation Foundation	Monetary donation to Cornell Elementary	\$ 75.00
Wells Fargo Foundation	Monetary donation for Mrs. Sears' Classroom	\$ 120.00
Wells Fargo Foundation	Monetary donation to Cornell Elementary	\$ 225.00
Total for Cornell Elementary School		\$ 17,198.58
MARIN ELEMENTARY SCHOOL		
Ansible Software	Monetary donation for Mrs. Dunigan's Classroom	\$ 65.00
Christopher Simon / Sabrina Zirkel	Monetary donation for Mrs. Dunigan's Classroom	\$ 65.00
Total for Marin Elementary School		\$ 130.00
OCEAN VIEW ELEMENTARY SCHOOL		
Nasig Souki	Monetary donation to Ocean View Elementary	\$ 100.00
Total for Ocean View Elementary School		\$ 100.00
ALBANY MIDDLE SCHOOL		
Marcus Willaschek / Annette Werner	Monetary donation for Ms. Brill's Classroom	\$ 100.00
Total for Albany Middle School		\$ 100.00
ALBANY HIGH SCHOOL		
Carla Swan	Monetary donation for the WorkAbility Program	\$ 300.00
Catherine Gallardo	Monetary donation for the WorkAbility Program	\$ 66.00
Dana Grosvenor and Cory Johnson	Monetary donation for the Swimming Athletic Program	\$ 300.00
Eileen Sheehan and Bruce Pickering	Monetary donation for the Science Department	\$ 80.00
Huai Lee	Monetary donation for the Science Department	\$ 80.00
Maureen Davis	Monetary donation for the Swimming Athletic Program	\$ 50.00
Robert and Barbara Guletz	Monetary donation for the Softball Athletic Program	\$ 200.00
V. Sommer	Monetary donation for Mr. Uhsman's Classroom	\$ 100.00
Wells Fargo Foundation	Monetary donation to the Albany High School	\$ 1,020.00
Total for Albany High School		\$ 2,196.00
MACGREGOR HIGH SCHOOL		
Mark Kalman / Marcia Steinfeld	Monetary donation to MacGregor High School	\$ 300.00
Total for MacGregor High School		\$ 300.00

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

**ITEM: APPROVE THE PURCHASE ORDER CHANGE NOTICE FOR DATA
BASE/CALPADS CONSULTANT - SUSAN MOX**

PREPARED BY: Heather Carver, Director of Technology

TYPE OF ITEM: *Consent*

BACKGROUND INFORMATION:

AUSD is requesting an increase of 85 additional hours for Susan Mox to transition CALPADS and State Testing Pre-id Data requirements to our technology and student services departments.

-60 hours for CALPADS transition

-25 hours for State Testing Pre-Id Data requirements transition

FINANCIAL INFORMATION: Not to Exceed \$6,375.00

RECOMMENDATION:

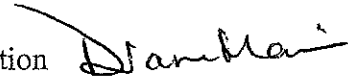
**APPROVE THE PURCHASE ORDER CHANGE NOTICE FOR DATA BASE/CALPADS
CONSULTANT - SUSAN MOX**

ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP

Regular Meeting of June 15, 2010

ITEM: Approve Independent Contractor Agreement for Margaret Mowry-Evans

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Margaret Mowry-Evans to Provide Case Management and Specialized Academic Instruction for one (1) student at a rate of \$115.00/hour. Cost not to exceed \$25,070.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Independent Contractor Agreement for a cost not to exceed \$25,070.00.

Albany Unified School District Independent Contractor Agreement

THIS AGREEMENT, made this 1st day/date of July, 2010, between Margaret Mowry Evans
_____, an independent contractor ("Contractor") having a principal
place of business at _____, and the Albany Unified School District
("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2011, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$ 115. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 (✓) is () is not applicable to this agreement.

- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the

District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VIII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent

Margaret Mary Evans
Independent Contractor

6/17/10
Date

Social Security or Federal I.D. #

Description of Services

Description of Services:

Case and Program
 AT / Staff consult, adapt curriculum
 Mainstream / Inclusion with GE
 Staff trans. documentation, IEP's

Date(s) of Services to be performed:

June 30,
 July 1, 2010 - July 2011

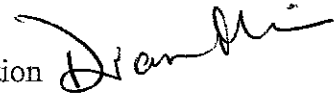
Cost not to exceed \$ 25,070.00

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: Approve Independent Contractor Agreement for Marywin Deegan

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Marywin Deegan to Provide Alternative and Augmentative Communication Services for one (1) student at a rate of \$95.00/hour. Cost not to exceed \$13,300.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Independent Contractor Agreement for a cost not to exceed \$13,300.00.

Albany Unified School District Independent Contractor Agreement

THIS AGREEMENT, made this 1st day/date of July, 2010, between Mimi Deegan
 _____, an independent contractor ("Contractor") having a principal
 CA94805
 place of business at _____, and the Albany Unified School District
 ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2011, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$ 95.00 ^{Per Hour}. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 (✓) is () is not applicable to this agreement.

- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the

District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VIII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent

Mimi Deegan
Independent Contractor

6/3/10 _____
Date Social Security or Federal I.D. #

Description of Services

Description of Services

To provide augmentative Communication Services for student

Date(s) of Services to be performed:

July 1, 2010 - June 30, ²⁰¹¹~~2010~~

Cost not to exceed \$13,300.00

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: Approve Master Contract for Children's Learning Center

PREPARED BY: Diane Marie, Director of Special Education *Diane Marie*

TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Master Contract between Albany Unified School District and Children's Learning Center for educational services for three (3) students, at a cost not to exceed \$101,475.00.

FINANCIAL INFORMATION:

Educational service cost of \$33,825.00 per student for three (3) students.

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$101,475.00

2010-2011CONTRACT NUMBER:
_____LEA: Albany Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

CHILDREN'S LEARNING CENTERNONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS*****1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2010, between the Albany Unified School District (hereinafter referred to as "LEA") and Children's Learning Center, (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
CHILDREN'S LEARNING CENTER		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 65 at Middle/High; 30 at Elementary School
95 total

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

Rate Schedule. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	165.00	Per day
<u>Basic Education Program/Dual Enrollment*</u>	Prorated based	On 240-minute day

*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

B. Related Services

(1)	a. Transportation – Round Trip	n/a	
	b. Transportation – One Way	n/a	
	c. Transportation-Dual Enrollment	n/a	
	d. MTA	n/a	
	e. Parent*	n/a	
(2)	a. Educational Counseling – Individual	100.00	Per hour
	b. Educational Counseling – Group of	100.00	Per hour
	c. Counseling – Parent	100.00	Per hour
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	93.00	Per hour
	b. Language and Speech Therapy – Group of 2	93.00	Per hour
	c. Language and Speech Therapy – Group of 3	93.00	Per hour
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate	93.00	Per hour
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)		
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	Intensive Special Education Instruction, by credentialed special education teacher		
(7)	a. Occupational Therapy – Individual	93.00	Per hour

P86	b. Occupational Therapy – Group of 2	93.00	Per hour
	c. Occupational Therapy – Group of 3	93.00	Per hour
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate	93.00	Per hour
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII	Included	
	b. Behavior Intervention – BID	Included	
	Provided by: CLC staff per CDE & EdCode guidelines		
(11)	Nursing Services		
(12)	Other: Psychological Services other than Assessment and IEP	100.00	Per hour
(13)	Home or Hospital Instruction	165.00	Per Day
(14)	Other		

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2010, and terminates at 5:00 p.m. on June 30, 2011, unless sooner terminated as provided herein.

CONTRACTOR, CHILDREN'S LEARNING CENTER Nonpublic School/Agency		ALBANY UNIFIED SCHOOL DISTRICT	
By:	<i>Patricia Dilks</i> 6-1-10	By:	
	Signature Date		Date
	Patricia Dilks, Business Manager	By:	<i>Diane Marie</i> 5/9/10
			Date
Notices to CONTRACTOR shall be addressed to: Name Children's Learning Center Nonpublic School/Agency Service Provider 1910 Central Avenue Address Alameda CA 94501 City State Zip Phone: 510-769-7100 Fax: 510-769-1824 Email: pdilks@clcalameda.com Website: www.clcalameda.com		Notices to LEA shall be addressed to: Name <i>Diane Marie</i> Albany Unified School District Local Educational Agency 940 Talbot Drive 1051 Monsoe St. Address Albany, CA 94706 City State Zip Phone 510.558.3750 559.6536 Fax 510.559.6560 6543 Email dmarie@ausdk12.org Website http://ausd.ca.schoolloop.com/	

CONFIDENTIAL INFORMATION

NON EDUCATIONAL PLACING AGENCY (if applicable): _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Education Specialist, LH, SH, or appropriate Intern Credential (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 16 and/or the therapist/pupil ratio will not exceed 1:4.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with Statewide standardized assessments requirements: Statewide standardized assessments will be administered in accordance CLC Schedule and with the IEP, including modifications or accommodations.
6. Other Provisions (attachments as necessary). School Calendar attached hereto which reflects all attendance days, minimum days, vacation/recess periods, and length of school days. CLC's curriculum and instructional materials meet state standards and are adapted and modified as necessary for each individual student.

BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days 205 x Per Diem \$ 165.00 = Total Basic Education Costs (A) \$ 33,825.00
 (Includes extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICE/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch	X			30 min 2x/wk						
3. Transport.	X									
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$.00
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 33,825.00
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 165.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES
(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2010 and terminates at 5:00 p.m. on June 30, 2011 unless sooner terminated as provided herein.

-CONTRACTOR-

-LEA-: Albany Unified School District

Patricia Dilks 05/25/10
(Authorized Signature) (Date) (Authorized Signature (Date)

PATRICIA DILKS
(Type or Print Name) (Type or Print Name)

CHILDREN'S LEARNING CENTER Albany Unified School District
(Name of NPS/NPA) (Name of District, SELPA, County Office)

1910 Central Avenue
(Mailing Address) (Mailing Address)

Alameda, CA 94501
(City/State/Zip Code) (City/State/Zip Code)

510-769-7100 510-769-1824 fax
<http://www.clcalameda.com>

CLC'S SCHOOL CALENDAR IS ATTACHED TO AND INCORPORATED INTO THIS INDIVIDUAL SERVICE AGREEMENT; THE CALENDAR INDICATES REGULAR SESSION DATES, EXTENDED YEAR SESSION DATES AND SCHOOL DAY HOURS (bell times).

CONFIDENTIAL INFORMATION

NON EDUCATIONAL PLACING AGENCY (if applicable): _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Education Specialist, LH, SH, or appropriate Intern Credential (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 16 and/or the therapist/pupil ratio will not exceed 1:4.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with Statewide standardized assessments requirements: Statewide standardized assessments will be administered in accordance CLC Schedule and with the IEP, including modifications or accommodations.
6. Other Provisions (attachments as necessary). School Calendar attached hereto which reflects all attendance days, minimum days, vacation/recess periods, and length of school days. CLC's curriculum and instructional materials meet state standards and are adapted and modified as necessary for each individual student.

BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days 205 x Per Diem \$ 165.00 = Total Basic Education Costs (A) \$ 33,825.00
 (Includes extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICE/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch										
3. Transport.	X									
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ _____
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 33,825.00
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 165.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2010 and terminates at 5:00 p.m. on June 30, 2011 unless sooner terminated as provided herein.

-CONTRACTOR-

-LEA-: Albany Unified School District

Patricia Dilks
(Authorized Signature)

05/25/10
(Date)

(Authorized Signature)

(Date)

PATRICIA DILKS
(Type or Print Name)

(Type or Print Name)

CHILDREN'S LEARNING CENTER
(Name of NPS/NPA)

Albany Unified School District
(Name of District, SELPA, County Office)

1910 Central Avenue
(Mailing Address)

(Mailing Address)

Alameda, CA 94501
(City/State/Zip Code)

(City/State/Zip Code)

510-769-7100 510-769-1824 fax
http://www.clcalameda.com

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**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq. (Page 1 of 2))

CONFIDENTIAL INFORMATION

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Education Specialist, LH, SH, or appropriate Intern Credential (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 16 and/or the therapist/pupil ratio will not exceed 1:4.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with Statewide standardized assessments requirements: Statewide standardized assessments will be administered in accordance CLC Schedule and with the IEP, including modifications or accommodations.
6. Other Provisions (attachments as necessary). School Calendar attached hereto which reflects all attendance days, minimum days, vacation/recess periods, and length of school days. CLC's curriculum and instructional materials meet state standards and are adapted and modified as necessary for each individual student.

BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days 205 x Per Diem \$ 165.00 = Total Basic Education Costs (A) \$ 33,825.00
(Includes extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICE/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch										
3. Transport	X									
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B)	\$	
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B)	\$	<u>33,825.00</u>
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES	\$	<u>165.00</u>

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2010 and terminates at 5:00 p.m. on June 30, 2011 unless sooner terminated as provided herein.

-CONTRACTOR-

-LEA- Albany Unified School District

<i>Patricia Dilks</i>	05/25/10	_____	_____
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)

PATRICIA DILKS	_____
(Type or Print Name)	(Type or Print Name)

CHILDREN'S LEARNING CENTER	Albany Unified School District
(Name of NPS/NPA)	(Name of District, SELPA, County Office)

1910 Central Avenue	_____
(Mailing Address)	(Mailing Address)

Alameda, CA 94501	_____
(City/State/Zip Code)	(City/State/Zip Code)
510-769-7100 510-769-1824 fax	
http://www.clcalameda.com	

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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: Approve Independent Contractor Agreement
Katherine McCormick Baca

PREPARED BY: Diane Marie, Director of Special Education *Diane Marie*

TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Katherine McCormick Baca to provide Communication Access Realtime Translation (CART Services) at the rate of \$80.00 per hour. This service provides speech-to-text translation for one (1) student. Cost not to exceed \$56,060.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Independent Contractor Agreement at a cost not to exceed \$56,060.00.

Albany Unified School District Independent Contractor Agreement

THIS AGREEMENT, made this 1st day/date of July, 2010, between Katherine McCormick Baca, an independent contractor ("Contractor") having a principal place of business at _____ and the Albany Unified School

District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2011, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$ 80p/h . Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.

C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 (✓) is () is not applicable to this agreement.

D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.

E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.

F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the

District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VIII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent



Independent Contractor

05/29/2010 _____
Date Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services

Katherine Baca will provide Stenograph machine, CART software with minimum of 100,000-word dictionary, laptop computer with ability to provide unedited RTF file upon completion of job through email.

- CART Services provided at an hourly rate of \$80 p/h.
- Minimum 3 hour billing per day.
- No Charge for unedited transcript.
- Net 30 day billing cycle. 3% charge for late payments.
- 72-hour cancellation policy.

Date(s) of Services to be performed:

~~June 2010 - July 2011~~

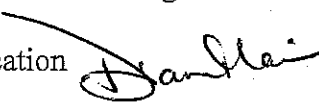
July 1, 2010 - June 30, 2011

At a cost not to exceed \$56,060.00

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: Approve Independent Contractor Agreement – Greg Paoli

PREPARED BY: Diane Marie, Director of Special Education 

TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Greg Paoli at a cost of \$55.00/hour, to provide Speech and Language Therapy from July 12-August 6, 2010 for the Extended School Year program. Cost not to exceed \$4,908.75.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$4,908.75.

Albany Unified School District Independent Contractor Agreement

THIS AGREEMENT, made this 1st day/date of July, 2010, between Grey Paoli
_____, an independent contractor ("Contractor") having a principal
place of business at EL CERRITO, CA, and the **Albany Unified School District**
("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2011, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$ 55 per hour. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.

C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item 4 (✓) is () is not applicable to this agreement.

- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VII. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the

District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VIII. ATTORNEY FEES

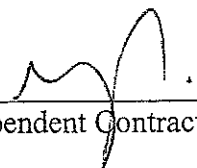
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent



Independent Contractor

6/3/10
Date Social Security or Federal I.D. # _____

Description of Services

Description of Services

- Extended school year speech and language therapy
- Speech / Language Assessment + IEPs

Date(s) of Services to be performed:

Summer 2010 - July / August

Cost not to exceed \$4908.75.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: Approve Master Contract – Center for Early Intervention on Deafness (CEID)

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Master Contract between Albany Unified School District and Center for Early Intervention on Deafness (CEID) for Basic Education for Specialized Instruction for one (1) deaf/hearing impaired preschool student at a cost as follows: \$160/day Basic Education and \$94.00/hour for Speech and Language Services. Cost not to exceed \$38,581.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract for a cost not to exceed \$38,581.00..

2010-2011CONTRACT NUMBER:

LEA: ALBANY UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

CEID (Center for Early Intervention on Deafness)**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT*****AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS*****1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2010, between the Albany Unified School District (hereinafter referred to as "LEA") and CEID Center for Early Intervention on Deafness (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.*, and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 40

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

Rate Schedule. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$160.00	Daily
Basic Education Program/Dual Enrollment*		

*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

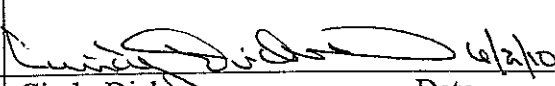
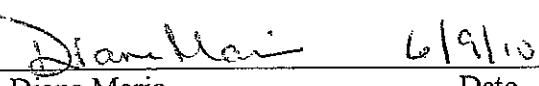
B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. MTA		
	e. Parent*		
(2)	a. Educational Counseling – Individual	\$27.00	Hour
	b. Educational Counseling – Group of	\$26.00	Hour
	c. Counseling – Parent	\$27.00	Hour
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	\$94.00	Hour
	b. Language and Speech Therapy – Group of 2	\$94.00	Hour
	c. Language and Speech Therapy – Group of 3	\$94.00	Hour
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate	\$94.00	Hour
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)	\$24.00	Hour
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	Intensive Special Education Instruction, by credentialed special education teacher		
(7)	a. Occupational Therapy – Individual	\$85.00	Hour

P106

	b. Occupational Therapy – Group of 2	\$85.00	Hour
	c. Occupational Therapy – Group of 3	\$85.00	Hour
	d. Occupational Therapy – Group of 4 - 7	\$85.00	Hour
	e. Occupational Therapy - Consultation Rate	\$85.00	Hour
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by:		
(11)	Nursing Services		
(12)	Other: Psychological Services other than Assessment and IEP		
(13)	Home or Hospital Instruction		
(14)	Other Home Visits by Teacher of the Deaf	\$121.00	Visit
	Sign Language Class	\$169.00	Quarter
	Sign Language Workshop	\$54.00	Day

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provided herein.

CONTRACTOR,		SCHOOL DISTRICT	
Nonpublic School/Agency			
By:	 6/2/10	By:	 6/9/10
	Cindy Dickeson Date		Diane Marie Director of Special Education Date
		By:	
Notices to CONTRACTOR shall be addressed to: Name Cindy Dickeson		Notices to LEA shall be addressed to: Name Diane Marie	
CEID (Center for Early Intervention on Deafness)		Local Educational Agency: Albany USD	
Address 1035 Grayson Street		Address: 1051 Monroe Street, Albany, CA 94501	
City Berkeley State CA Zip 94710	City State Zip		
Phone 510-848-4800 ext 301 Fax 510-848-4801 Email cindy@ceid.org Website www.ceid.org	Phone: 510-559-6536 Fax: 510-559-6543 Email: dmarie@ausdk12.org Website		

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**
(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

P107

CONFIDENTIAL INFORMATION

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: Teacher of the Deaf/SLP (Generic description, i.e., I.H credential).
2. The class size for the pupil will not exceed 8 and/or the therapist/pupil ratio will not exceed 3:1.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: DRDP-R will be reported on at required intervals
6. Other Provisions (attachments as necessary): _____

A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days 205 × Per Diem \$160 = Total Basic Education Costs (A) \$ 32,800.00
(Include extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch				90/week			\$94		41	\$5781.00
3. Transport.										
4. Counseling										
5. P.T.										
6.1:1 aide 6/29-7/29/09										
7.1:1 aide 8/29-10/30/09										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 5781.00
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 38581.00
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 188.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME: _____ (Last) (First) (Middle)

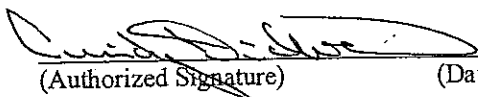
All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Pursuant to 34 CFR 300.9 and 34 CFR 300.300 parents and legal guardians are allowed, at any time subsequent to the initial provision of special education and related services to revoke their consent for special education and related services for their child /ward. Upon such revocation of consent, the responsible LEA may not continue to implement the child's last agreed upon and implemented IEP. However, the LEA must provide the parent/guardian with a 34 CFR 300.503 prior written notice before ceasing to provide the child with the special education and related services contained in his/her last agreed upon and implemented IEP. The Individual Services agreement attached to the student's last agreed upon IEP will end at the date noticed on the prior written notice and all associated nonpublic, nonsectarian school /agency services will cease as of the noticed date.

Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on July 1, 2010 and terminates at 5:00 p.m. on June 30, 2011 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

 6/2/10

(Authorized Signature) (Date)

Laurie Harden, Asst. Supt., Business Services (Date)

Cindy Dickeson, Program Director

Laurie Harden

(Type or Print Name) (Date)

(Type or Print Name) (Date)

CEID

Albany Unified School District

(Name of NPS/NPA)

(Name of District, SELPA, County Office)

1035 Grayson St.

1051 Monroe Avenue

(Mailing Address)

(Mailing Address)

Berkeley, CA 94710

Albany, CA 94706


(City/State/Zip Code)

(City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: Adoption of the 2010-2011 Budget and acceptance of the Categorical Flexibility funding provisions per SBX34

PREPARED BY: Laurie Harden, Assistant Superintendent, Business Services 

TYPE OF ITEM: Action

BACKGROUND INFORMATION:

Budget

The 2010-11 Budget is presented to the Board for review and approval. The law requires the Board to adopt a budget on or before July 1 of each year, and present the budget to the County Superintendent of Schools. A Public Hearing is required prior to the adoption of the budget.

The State is projecting a \$20 billion dollar deficit and continues to struggle with how to address the shortfall. Ultimately, public education could see further revenue reductions pending the final adoption of the State budget. Child care is targeted for substantial reductions and could have a dramatic impact to our current programs. Once the State budget is adopted, the district budget will be revised and presented to the board.

The budget document contains a narrative section which is designed to provide an overview of the district's financial position, as well as provide information related to budget assumptions utilized in the budget development process.

Additionally, detailed budget information is provided in the State Report, Multi-Year Financial Projections and Categorical Flexibility sections.

Categorical Flexibility SBX34

SBX34, Chapter 12, Statutes of 2009 authorized school district to use finding received from the State for Tier III programs, for any education purpose. The flexibility to use funds from these programs is authorized for five years from 2008-09 through 2012-13 per Education Code 42605.

RECOMMENDATION: Approve the 2009-10 Budget and accept the flexibility options for Categorical Programs per SBX34.

ALBANY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2009-10-17

Resolution to Oppose the Governor's Proposed Cuts to Child Care Services

WHEREAS, The Albany Unified School District is committed to maintaining quality child care for young children and their families in Albany; and

WHEREAS, The May Revision of the Governor's Proposed Budget would eliminate full day and after school childcare services to California's neediest children and families; and

WHEREAS, These proposed cuts would result in lost employment for low income working parents and their child care teachers and providers; and

WHEREAS, It would also endanger the welfare and safety of children; and

WHEREAS, The proposed cuts would also deprive tens of thousands of children the opportunity for learning; and

WHEREAS, In Albany, these proposed cuts would result in the loss of full day and after school child care services provided by Albany Unified School District, Berkeley Albany Licensed Day Care Operators Association, UC Berkeley, Albany and Berkeley YMCA., Serving hundreds of children and low income and middle class families living and/or working in Albany; and

WHEREAS, The result would be detrimental, not only to the immediately impacted children and families, but to the entire community.

NOW, THEREFORE, BE IT RESOLVED THAT the Albany Unified School District strongly opposes the drastic cuts to full day and after school care proposed in the Governor's Revised Proposed Budget, and hereby endorses and supports the Campaign to Save Child Care.

PASSED, APPROVED, AND ADOPTED by the Governing Board of the Albany Unified School District at its meeting held on June 15, 2009, as follows:

AYES:
NOES:
ABSENT:
ABSTAINED:

Ronald Rosenbaum
President, Governing Board
Albany Unified School District

BEFORE THE GOVERNING BOARD
OF ALBANY UNIFIED SCHOOL DISTRICT

In the Matter of the) RESOLUTION 2009-10-16
 Reduction of Classified School Services)
 for the 2010-2011 School Year)

WHEREAS, Education Code sections 45101, 45114, 45117, 45298 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon forty-five (45) days prior notice; and

WHEREAS due to a lack of work and/or a lack of funds, certain services now being provided by the District must be reduced for the current school year;

NOW, THEREFORE, BE IT RESOLVED that as of the 6th day of August, 2010, the following positions be reduced:

Position	FTE
Asst. Cook	.375
Children's Center Teacher	11.5
Cook	.938
Director of Children's Center	1.0
Housekeeper	.4
Para-Educator	13.0
Lead Para-Educator	6.0
Secretary II	1.0
Total	34.21

BE IT FURTHER RESOLVED that the District Superintendent or designee be authorized and directed to give notice of termination of employment to the affected employee(s) of this District pursuant to District rules and regulations and applicable provisions of the Education Code not later than forty-five (45) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent or designee be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at a regularly called meeting of the governing board of the Albany Unified School District on the 15th of June, 2010 by the following vote:

- AYES:
- NOES:
- ABSENT:

Ronald Rosenbaum, President
 Governing Board, Albany Unified School District

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: APPROVE AMENDMENT TO THE 2011-12 SCHOOL YEAR CALENDAR

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Review & Action

BACKGROUND INFORMATION:

The school calendar is negotiated by the Albany Teachers Association and the school district. The calendar contains 180 student instructional days and four professional development (non-student) days for teachers.

The Extended School Year Start Date of June 18, 2012 has been added to the calendar.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION: Approve Amendment to the 2011-12 School Year Calendar

Albany Teachers' Association DRAFT CALENDAR 2011 - 2012

Month	M	T	W	Th	F	Student Days	Comments
Aug	1	2	3	4	5	6	Aug 22, 23 - Staff Development Aug 24 - First Day of School
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31				
Sept				1	2		Sept 5 - Labor Day
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		
Oct							Oct 10 - Staff Development
	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31						
Nov		1	2	3	4		Nov 11 - Veterans' Day - Holiday
	7	8	9	10	11		
	14	15	16	17	18		Nov 24 Thanksgiving - Holiday
	21	22	23	24	25		Nov 25 Board Holiday
	28	29	30				
Dec				1	2		Dec 21 - Jan 3 - Winter Break*****
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		
Jan							Jan 16 - Martin Luther King, Jr Day
	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30	31					
Feb			1	2	3		Feb 20 - Presidents' E
	6	7	8	9	10		Feb 21 - 24 Mid Winter Break
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29				
Mar				1	2		March 23 - Staff Development
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		
Apr							April 9 - 13 Spring Break
	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30						
May		1	2	3	4		May 28 - Memorial Day
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31			
June					1		June 8 - Last Day of School
	4	5	6	7	8		June 18 - Extended school year start date
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29		

180 Instructional Days
4 Staff Development Da

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 15, 2010

ITEM: CONDUCT 2ND READING AND APPROVE BP 5117 – INTERDISTRICT ATTENDANCE (STUDENTS), BP 5121-5125 (STUDENTS), AND BP 5144.11 – BP 5145.9 (STUDENTS)

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Action Item

BACKGROUND INFORMATION:

Pursuant to Governing Board Bylaws, staff members shall regularly review Governing Board policies, administrative regulations, and exhibits. The following revisions are presented for Governing Board consideration for appropriate action as recommended by staff.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION: Conduct 2nd reading and approve BP 5117 – Interdistrict Attendance (Students), BP 5121-5125 (Students), and BP 5144.11-5145.9 (Students)

Students

BP 5117(a)

INTERDISTRICT ATTENDANCE**Interdistrict Attendance Permits**

California state law and the rules and regulations of the State Board of Education state a preference that students attend schools in their districts of residency. The district Board of Education believes that children should attend schools where they live. The Board shall consider requests for interdistrict attendance agreements in accordance with this general principal principle.

The Board of Education recognizes that students who reside in one school district may choose wish to attend school in another school district and that such choices are made for a variety of reasons. Because of capacity issues within the district and due to limited resources, the Board will consider approving such transfers on a case-by-case basis through an interdistrict transfer agreement with another school district. In the case of a student wishing to transfer into the district, the request will be considered when class enrollment or program availability will permit the attendance of an out-of-district student.

(cf. 5116.1 – Intradistrict Open Enrollment)

~~The Board desires to communicate with parents/guardians and students regarding the district's educational programs and services.~~

~~The Board recognizes that the district may be capable of serving additional students. Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case by case basis to meet individual student needs.~~

~~The interdistrict attendance permit shall not exceed a term of five years and shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied. (Education Code 46600)~~

~~The Superintendent or designee may deny interdistrict attendance permits because of overcrowding within district schools or limited district resources.~~

~~In the event that space is not available for all interdistrict transfer requests, the following priority will be used:~~

- ~~1st Priority: Albany Unified School District Employees (must work .40 FTE or more)~~
- ~~2nd Priority: City of Albany Employees (employed at least 20 hours a week)~~
- ~~3rd Priority: Children with a currently enrolled sibling(s) and would be concurrently enrolled in the district at the same time.~~
- ~~4th Priority: All other applicants.~~

INTERDISTRICT ATTENDANCE (continued)

The Superintendent or designee of the district shall review all requests for interdistrict attendance agreements. The Superintendent is authorized to grant or deny interdistrict attendance requests.

The decision to admit out-of-district students is discretionary. When capacity exists, applications may be approved based on the following priorities:

1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).

2nd Priority: Students whose parents/guardians are business owners/operators within district boundaries.

3rd Priority: Students whose parents/guardians are employed by the City of Albany (employed at least 20 hours per week)

4th Priority: All other applicants.

Text Box 2

1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).

2nd Priority: Students whose parents/guardians are employed by the City of Albany, or employed within the district boundaries (employed at least 20 hours per week).

3rd Priority: Students whose siblings are ongoing interdistrict transfer students or whose requests are based on a desire to ensure educational continuity.

4th Priority: Students whose requests are based on a desire to ensure educational continuity.

4th Priority: All other applicants.

Notwithstanding these priorities, the Superintendent/designee may grant a transfer if, in the judgement of the Superintendent/designee, the parents/guardians provide evidence of extraordinary circumstances warranting a transfer.

The Superintendent or designee may deny applications for interdistrict transfers due to space limitations or other non-discriminatory reasons. The Superintendent or designee may also revoke an interdistrict transfer permit for non-discriminatory reasons.

BP 5117(c)

INTERDISTRICT ATTENDANCE (continued)

The parent/guardian of a student who is denied a transfer request pursuant to Education Code sections 46600-46611 shall receive timely notice, in accordance with law, regarding the

process for appeal to the Albany Unified School District Board of Education, and to the County Board of Education. A student whose request for transfer is based on his/her parent's employment within the district's boundaries, including employment by the district, shall not have the right to appeal a denial to the County Board.

Students who have been expelled from other school districts may not be admitted to the district on interdistrict attendance agreements during the period of their expulsions. Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials while expulsion proceedings are pending, or during the term of the expulsion.

Transportation will not be provided for students attending the district on interdistrict transfer agreements.

*Legal Reference:*EDUCATION CODE46600-46611 *Interdistrict attendance agreements*48204 *Residency requirements for school attendance*48300-48315 *Student attendance alternatives*48915 *Expulsion particular circumstances*48915.1 *Expelled individuals: enrollment in another district*48918 *Rules governing expulsion procedures*48980 *Notice at beginning of term*52317 *ROP, enrollment of students, interdistrict attendance*GOVERNMENT CODE6250-6270 *Public Records Act*

6250-6271

Policy
adopted: December 2, 2008
revised:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Students

AR 5117(a)

INTERDISTRICT ATTENDANCE**Interdistrict Attendance Permits**General Information

Requests for interdistrict attendance permits, both incoming and outgoing, shall be submitted to the employee in charge of interdistrict requests and ~~reviewed~~ reviewed annually by the Superintendent or designee. All requests, whether into or out of the district, are for one school year only and must be renewed annually. For transfers into the district, the student and parent/guardian must sign an Interdistrict Transfer Student Contract annually.

Each transfer request will be judged on its individual merits. All factual information and supporting documentation submitted with the transfer request will be subject to verification. Any transfer request containing or based upon false information will be denied or revoked, and the parent or guardian responsible will be referred to the appropriate legal authorities.

Subject to the priorities established by BP 5117, the Superintendent or designee may approve Interdistrict Attendance Agreements for the following reasons:

1. ~~The student has a parent who is employed by the Albany Unified School District. Certificated and Classified employees must be employed at least 40 percent of full-time.~~
2. ~~The student has a parent who is employed by the City of Albany. The parent must be employed in a paid position for a minimum of 20 hours per week annually. Proof of employment must be submitted annually and may be required by the district at any time.~~
3. ~~When a student has a sibling(s) attending school in the receiving district, to avoid splitting the family's attendance~~
4. ~~To allow children who have been enrolled in AUSD schools at the time their parents/guardians move out of the district including:

 - a. ~~To allow students to remain with a class graduating that year from an elementary, junior or senior high school~~
 - b. ~~To let high school seniors attend the same school they attended as juniors, even if their families moved out of the district during the junior year~~
 - c. ~~To allow students to remain with a class graduating that year from an elementary, junior or senior high school~~
 - d. ~~To allow students to remain with a class graduating that year from an elementary, junior or senior high school~~
 - e. ~~When a student will be living out of the district for one year or less~~~~
5. ~~To allow a student whose family is renovating or building a new home in Albany, the student may be admitted upon submission of all of the following:~~

AR 5117(b)

INTERDISTRICT ATTENDANCE (continued)

- a. ~~A written statement by the parent/guardian certifying that construction has begun, with completion expected prior to the end of the semester~~
- b. ~~A building permit issued by the City of Albany~~
- e. ~~Proof that construction (pouring of foundation and/or actual erection of forms) is under way~~
6. ~~To meet the child care needs of a student. Such students may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries~~
7. ~~When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district~~
8. ~~To meet a child's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel~~
- (cf. 6159 Individualized Education Program)*
9. ~~When recommended by the School Attendance Review Board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence~~
- (cf. 5113.1 Truancy)*
10. ~~When there is valid interest in a particular educational program not offered in the district of residence~~
11. ~~To provide a change in school environment for reasons of personal and social adjustment~~

Per BP 5116.1: In the event that space is not available for all interdistrict transfer requests, the following priority will be used:

1st Priority: Albany Unified School District Employees (must work .40 FTE or more)
#1 above

2nd Priority: City of Albany Employees (employed at least 20 hours a week) #2
above

INTERDISTRICT ATTENDANCE (continued)

~~3rd Priority: a) Children with a currently enrolled sibling(s) who would be enrolled in the district at the same time. b) Children who have been enrolled in AUSD schools at the time their parents/guardians move out of the district.~~

~~4th Priority: All other applicants. #5-11 above~~

~~The school site and teacher assignment of children whose parents/guardians' residences are located outside the district will be the responsibility of the district in order to balance class size and composition. It may be necessary to have students move to different sites in subsequent school years.~~

Requests for Interdistrict Attendance Permits Into the District

1. The parent/guardian must first obtain approval for the student's transfer from the student's current district of residence on the appropriate form.
2. The Superintendent or designee may **approve, deny or place on the waiting list** requests for new interdistrict attendance permits that are approved by the district of residence and submitted to the Albany Unified School District by June 1 for the following school year. Applicants will be advised by the first week of the school year as to whether their applications have been approved, denied or wait-listed.
3. The Superintendent or designee may deny requests for interdistrict attendance permits if the district's facilities are overcrowded at the relevant grade level and based on other nonarbitrary considerations.
4. If the request for transfer is approved, the district retains the ~~authority~~ **right** to determine the specific school to which the student will be assigned. However, the district will attempt to accommodate a parent/guardian's request for placement in a specific school site, subject to the priorities and policies established in the district's residency regulations.
5. If the request for transfer is denied, the parent/guardian will be notified in writing of the right to appeal to the district Board of Education. If the appeal is denied by the Board of Education, the parent/guardian will be notified in writing regarding the process for appeal to the County Board of Education. An appeal to the County Board of Education must be made within thirty days of the district Board's denial. A student whose request for transfer is based on his/her parent's employment within the district's boundaries, including employment by the district, shall not have the right to appeal a denial to the County Board.

The Board requires that all requests for interdistrict attendance and the required supporting documentation be certified by the parent, guardian, childcare provider or caregiver under

AR 5117(d)

INTERDISTRICT ATTENDANCE (continued)

penalty of perjury. The Superintendent or designee is responsible for confirming the accuracy of information contained in such requests and documentation; investigating any suspicion that information has been falsified; reporting such violations to the appropriate law enforcement agencies; and reporting such activities to the Board.

Requests for Renewal of Interdistrict Attendance Permits Into the District

Requests for renewal of interdistrict attendance permits into the district will be reviewed according to the process for new interdistrict attendance permits, with the following exceptions:

1. A request for renewal of an interdistrict attendance permit must be submitted by April 1st. Applicants will be advised by June 1 whether the application is approved or denied.
2. A request for renewal of an interdistrict attendance permit submitted after April 1 will be processed as a new request.
3. If admission to the district was approved *based on the location of the student's parent's employment*, the student shall be allowed to attend school in the district through the 12th grade, if the parent/guardian so chooses, subject to (1) annual completion of the interdistrict application by the April 1st deadline to verify continued employment within the district **according to proof acceptable to the district, consistent with the district's Residency Policy and Regulations**; and (2) any other limitation as allowed by law, including violations of the Interdistrict Transfer Student Contract.

Grounds for Approval

The Superintendent or designee may approve interdistrict attendance permits when capacity within the district exists. Students whose requests are denied solely because of lack of capacity within the district will be placed on a waiting list, and their applications will be considered if space becomes available.

INTERDISTRICT ATTENDANCE (continued)

Applications may be approved based on the following priorities:

Text Box 3

1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).

2nd Priority: Students whose parents/guardians are business owners/operators within district boundaries.

3rd Priority: Students whose parents/guardians are employed by the City of Albany (employed at least 20 hours per week)

4th Priority: All other applicants.

1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).

2nd Priority: Students whose parents/guardians are employed by the City of Albany, or employed within the district boundaries (employed at least 20 hours per week).

3rd Priority: Students whose siblings are ongoing interdistrict transfer students.

4th Priority: Students whose requests are based on a desire to ensure educational continuity

5th Priority: All other applicants.

Text Box 4

Regarding priorities 1 and 2, above, "employment" generally describes a relationship between an employer and an employee. An employee does not include one who performs services as an independent contractor, but does include a person who is self-employed with a permanent place of business within the boundaries of the district. Interdistrict transfer applications citing employment within district boundaries must be supported by written verification by the employer (or by the parent/guardian, if self-employed) of employment of at least twenty (20) hours per week and for at least thirty (30) weeks per year. Verification shall be attached to the original application for an interdistrict attendance permit, and to each subsequent application.

Regarding priority 4, above, "educational continuity" includes such considerations as the desire to complete the highest grade at a site or continuing education in the district after a number of years as a district student. Transfer requests also may be approved to allow a

AR 5117(f)

INTERDISTRICT ATTENDANCE (continued)

student to complete a school year when the parent or guardian has moved out of the district during the year, or to continue attendance if the student will be living out of the district for less than one school year. Students who have moved out of the district and wish to remain in the district for the remainder of the year may stay pending approval by the new district of residence or an appeal of that district's decision to the Alameda County Office of Education, and a positive recommendation by the school principal.

Notwithstanding these priorities, the Superintendent/designee may grant a transfer if, in the judgment of the Superintendent/designee, the parents/guardians provide evidence of extraordinary circumstances (such as a threat of physical harm to a student) warranting a transfer.

Revocation of Interdistrict Attendance Permits

~~Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600)~~

~~A student's Interdistrict Agreement may be revoked because of excessive truancy or continual disruption of the educational program as follows:~~

Grades K-5:

~~Attendance: _____ Four or more unverified or unexcused absences
 _____ Excessive excused absences (10 percent or more)
 _____ Excessive tardies (five percent or more)~~

~~Behavior: _____ Repeated disruption of classroom/school activities or
 _____ Repeated referral to the principal for misconduct or
 _____ Recommendation for expulsion to the Board~~

Grades 6-12:

~~Attendance: _____ More than 20 percent absences per quarter~~

~~Behavior: _____ A suspension of three or more days or a total of three suspensions for the year or recommendation for expulsion to the Board~~

~~Tardies: _____ For grades 6-8 only: A total of 12 tardies per semester or more than four tardies to one class per semester~~

INTERDISTRICT ATTENDANCE (continued)Grounds for Revocation

Pursuant to Education Code section 46600, the following are the terms and conditions under which an interdistrict attendance permit may be revoked:

1. Determination by the district that the transfer request or supporting documentation was based upon false or fraudulent information.
2. Failure to comply with the requirements of the Interdistrict Transfer Student Contract, which include demonstrating acceptable academic performance, attendance, and behavior. The Contract must be signed by both the student and the parent/guardian.
3. Determination by the district that the conditions on which the interdistrict attendance permit approval was based are no longer met. It is the responsibility of the parent/guardian to notify the district within ~~ten (10)~~ thirty (30) days if any of the conditions justifying the transfer approval change. The student may be permitted, within the discretion of the Superintendent or designee, to complete the school year in the district with the approval of the district of residence.
4. Determination by the district that the continuing presence of the student is not in the student's best educational interest, or will interfere with the needs of other students, or both.

The district will give ten days' notice to a parent or guardian prior to the revocation of an interdistrict attendance permit.

Requests for Interdistrict Attendance Agreements Out of the District

Parents/guardians of students wishing to transfer out of the district shall complete an application for transfer. It is required that the parent/guardian of the applicant meet with the student's current school principal to discuss the reason for the transfer request and obtain his/her signature on the application.

Applications will be approved or denied by the Superintendent or designee. Applicants will be notified in writing if the request is denied, and will be given the reason for the denial. Denials by the district may be appealed to the district Board of Education. If the appeal is denied, the request may be appealed to the Alameda County Office of Education within thirty days of the district's final decision. Reasons for denial may include loss of district revenue to do the outgoing transfer of a student.

AR 5117(h)

INTERDISTRICT ATTENDANCE (continued)

Applications that are approved by the district must also be approved by the receiving district. Parents should advise the Albany Unified School District of the final disposition of their request within five days of notification by the receiving district or the Alameda County Office of Education, in the case of an appeal.

~~Denial of Interdistrict Attendance Permit~~

~~The Superintendent or designee may deny initial requests for interdistrict attendance permits if school facilities are overcrowded at the relevant grade level or based on other considerations that are not arbitrary.~~

~~The Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)~~

~~(cf. 5145.6 - Parental Notifications)~~

~~Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)~~

~~(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.1 - Suspension and Expulsion/Due Process)~~

~~Transportation shall not be provided for students admitted pursuant to an Interdistrict Attendance Agreement.~~

*Legal Reference:*EDUCATION CODE

48204 Residency requirements for school attendance
46600-46611 Interdistrict Attendance Agreements

Students

BP 5121(a)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

The Board of Education believes that grades serve a valuable instructional purpose by helping students and parents/guardians identify the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

(cf. 5020 - Parent Rights and Responsibilities)

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy and administrative regulation. (Education Code 49066)

(cf. 5125.3 - Challenging Student Records)

Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level. The Superintendent or designee shall establish and regularly evaluate a uniform grading system, and principals shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

(cf. 6011 - Academic Standards)

(cf. 6020 - Parent Involvement)

Grades should be based on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and objectives. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests and portfolios.

When reporting student grades to parents/guardians, teachers may add narrative descriptions, observational notes and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

Unexcused Absences

If a student misses class without an excuse and does not subsequently turn in homework, take a test or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance.

(cf. 6154 - Homework/Makeup Work)

Students with excessive unexcused absences may receive a failing grade and not receive credit for the class(es).

(cf. 5113 - Absences and Excuses)

Legal Reference: (see next page)

BP 5121(b)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)*Legal Reference:*EDUCATION CODE41505-41508 *Pupil Retention Block Grant*48070 *Promotion and retention*48205 *Excused absences*49066 *Grades; finalization; physical education class*49067 *Mandated regulations regarding student's achievement*49069.5 *Students in foster care, grades and credits*CODE OF REGULATIONS, TITLE 510060 *Criteria for reporting physical education achievement, high schools*UNITED STATES CODE, TITLE 201232g *Family Education Rights and Privacy Act (FERPA)*6101-6251 *School-to-Work Opportunities Act of 1994*COURT DECISIONS*Owasso Independent School District v. Falvo* (2002) 122 S.Ct. 934*Las Virgenes Educators Association v. Las Virgenes Unified School District* (2nd Appellate District 2001) 86 Cal.App.4th 1*Swany v. San Ramon Valley Unified School District* (N.D. Cal. 1989) 720 F.Supp. 764*Johnson v. Santa Monica-Malibu Unified School District Board of Education* (App. 2 Dist. 1986) 224 Cal. Rptr. 885, 179 C.A. 3d 593*Management Resources:*CDE PUBLICATIONS*Elementary Makes the Grade!*, 2001WEB SITESCDE: <http://www.cde.ca.gov>Advanced Placement Challenge Project: <http://www.apchallenge.net>

Students

AR 5121(a)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT**Grades for Achievement**

Grades for achievement shall be reported for each marking period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I		Incomplete	0 grade points

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6020 - Parent Involvement)

An Incomplete is given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests.

(cf. 6142.7 - Physical Education)

Grades for Citizenship and Effort

Grades for citizenship and effort shall be reported each marking period as follows:

O	Outstanding
S	Satisfactory
N	Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of an A-F grade.

AR 5121(b)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive an F grade shall not receive credit for taking the course.

Repeating Classes

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course.

The highest grade received shall be used in determining the student's overall grade point average.

Absences from School

Teachers who withhold class credit because of excessive unexcused absences shall so inform the class and parents/guardians at the beginning of the semester.

When an unexcused absence occurs, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.

(cf. 5113 - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

(cf. 5125 - Student Records)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school
2. A verified court appearance or related court-ordered activity

Regulation
approved:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Students

BP 5123(a)

PROMOTION/ACCELERATION/RETENTION

The Board of Education expects students to progress through each grade level within one school year. To accomplish this, instruction should accommodate the variety of ways that students learn and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Middle School Promotion Requirements)
(cf. 6162.52 - High School Exit Examination)

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, administrative regulation, and the following criteria.

1. Students shall be identified on the basis of grades or other indicators of academic achievement designated by the district.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5149 - At-Risk Students)

2. Students shall be identified on the basis of the assessment results on the state's Standardized Testing and Reporting Program and the minimum levels of proficiency recommended by the State Board of Education.

(cf. 5149 - At-Risk Students)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - Standardized Testing and Reporting Program)

When any student in grades 2-9 is retained or recommended for retention, the Superintendent or designee shall offer programs of direct, systematic, and intensive supplemental instruction in accordance with Education Code 37252.2 and Board policy.

(cf. 6179 - Supplemental Instruction)

Legal Reference: (see next page)

BP 5123(b)

PROMOTION/ACCELERATION/RETENTION (continued)*Legal Reference:*EDUCATION CODE37252-37254.1 *Supplemental instruction*41505-41508 *Pupil Retention Block Grant*46300 *Method of computing ADA*48011 *Promotion/retention following one year of kindergarten*48070-48070.5 *Promotion and retention*48431.6 *Required systematic review of students and grading*56345 *Elements of individualized education plan*60641-60648 *Standardized Testing and Reporting Program*60850-60859 *Exit examination*CODE OF REGULATIONS, TITLE 5200-202 *Admission and exclusion of students**Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES0900.90 *Changes in Law Concerning Eligibility for Admission to Kindergarten 90-10*CDE PUBLICATIONS*Performance Level Tables for the California Standards Tests and the California Alternative Performance Assessment**Parental Agreement Form: Agreement for Pupil to Continue in Kindergarten*LEGISLATIVE COUNSEL'S OPINION*Promotion and Retention #21610*WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>

Students

AR 5123(a)

PROMOTION/ACCELERATION/RETENTION**Continuation in Kindergarten**

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the Superintendent or designee agree that the student shall continue in kindergarten for not more than one additional school year. (Education Code 48011)

Whenever a student continues in kindergarten for an additional year, the Superintendent or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Education Code 46300)

Retention at Other Grade Levels

The Superintendent or designee shall identify students who should be retained or who are at risk of being retained at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between the end of the 5th grade and the beginning of the 6th grade
5. Between the end of the 8th grade and the beginning of 9th grade

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)

Students shall be identified on the basis of either statewide assessment results or grades and other indicators of academic achievement, as established by Board policy.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)

AR 5123(b)

PROMOTION/ACCELERATION/RETENTION (continued)

If a student is identified as performing below the minimum standard for promotion, the student shall be retained in his/her current grade level unless the student's regular classroom teacher determines, in writing, that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

If the teacher's recommendation to promote is contingent on the student's participation in a summer school or interim session remediation program, the student's academic performance shall be reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time. The teacher's evaluation shall be provided to and discussed with the student's parents/guardians and the principal before any final determination of retention or promotion. (Education Code 48070.5)

(cf. 6177 - Summer School)
(cf. 6179 - Supplemental Instruction)

If the student does not have a single regular classroom teacher, the principal or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

When a student is identified as being at risk of retention, the Superintendent or designee shall so notify the student's parent/guardian as early in the school year as practicable. The student's parent/guardian shall be provided an opportunity to consult with the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

(cf. 5145.6 - Parental Notifications)

The teacher's decision to promote or retain a student may be appealed consistent with Board of Education policy, administrative regulation and law.

The burden shall be on the appealing party to show why the teacher's decision should be overruled. (Education Code 48070.5)

To appeal a teacher's decision, the appealing party shall submit a written request to the Superintendent or designee specifying the reasons that the teacher's decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion.

The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

PROMOTION/ACCELERATION/RETENTION (continued)

Within 30 days of receiving the request, the Superintendent or designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the appealing party and the teacher. If the Superintendent or designee determines that the appealing party has overwhelmingly proven that the teacher's decision should be overruled, he/she shall overrule the teacher's decision.

The Superintendent or designee's determination may be appealed by submitting a written appeal to the Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board, the Board may also meet with the appealing party, the teacher and the Superintendent or designee to decide the appeal. The decision of the Board shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

If the decision of the Board is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections which shall become part of the student's record.

(cf. 5125 - Student Records)
(cf. 5125.3 - Challenging Student Records)

Students

BP 5125(a)

STUDENT RECORDS

The Board of Education recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Superintendent or designee shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records and shall protect the student and the student's family from invasion of privacy.

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

Legal Reference: (see next page)

STUDENT RECORDS (continued)*Legal Reference:*EDUCATION CODE

48201 Student records for transfer students who have been suspended/expelled

48904-48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

48918 Rules governing expulsion procedures

49060-49079 Pupil records

49091.14 Parental review of curriculum

51747 Independent study programs

56050 Surrogate parents

56055 Foster parents

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

GOVERNMENT CODE

6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual pupil records

16020-16027 Destruction of records of school districts

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.500 Definition of "personally identifiable"

300.501 Opportunity to examine records for parents of student with disability

300.573 Destruction of information

COURT DECISIONSFalvo v. Owasso Independent School District, 220 F.3d. 1200 (10th Cir. 2000)*Management Resources:*WEB SITES

U.S. Department of Education, Family Policy Compliance Office,

<http://www.ed.gov/policy/gen/guid/fpco/index.html>

Students

AR 5125(a)

STUDENT RECORDS

Note: 5 CCR 431 mandates the district to establish written procedures enumerating and describing the student records it collects and maintains.

Definitions

Student records are any items of information gathered within or outside the district that are directly related to an identifiable student and maintained by the district or required to be maintained by an employee in the performance of his/her duties. Any information maintained for the purpose of second-party review is considered a student record. A student record may be recorded in handwriting, print, computer media, video or audio tape, film, microfilm, microfiche, or by other means. Student records include the student's health record. (34 CFR 99.3; Education Code 49061, 49062; 5 CCR 430)

Student records do not include: (34 CFR 99.3; Education Code 49061, 49062)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute

Note: In October 2007, the U.S. Department of Education (USDOE) issued guidance (Balancing Student Privacy and School Safety) clarifying that records created by the district's law enforcement unit, as specified in item #3 below, are not considered student records under the Family Educational Rights and Privacy Act (FERPA) as long as the records were created for a law enforcement purpose. Thus, according to the guidance, student images appearing on security videotapes maintained by the district's law enforcement unit are not subject to FERPA.

The guidance, available on USDOE's web site, also explains that FERPA does not prohibit a school official from disclosing information about a student if the information is obtained through the school official's personal knowledge or observation (e.g., overhearing a threat) and not from the student's educational records.

3. Records of the law enforcement unit of the district, subject to the provisions of 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

STUDENT RECORDS (continued)

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for stipulated periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Access means a personal inspection and review of a record, an accurate copy of a record or receipt of an accurate copy of a record, an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Disclosure means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records, to any party, by any means including oral, written, or electronic means. (34 CFR 99.3)

Personally identifiable information includes, but is not limited to, the student's name, the name of the student's parent/guardian or other family member, the address of the student or student's family, a personal identifier such as the student's social security number or student number, and a list of personal characteristics or other information that would make the student's identity easily traceable. (34 CFR 99.3)

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Note: Education Code 49063 requires districts to list, in their annual student record notice, the criteria for defining "school officials and employees" and for determining "legitimate educational interest"; see section of this regulation entitled "Notification of Parents/Guardians." The criteria below should be revised to reflect any definitions developed by the district.

School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

AR 5125(c)

STUDENT RECORDS (continued)

A legitimate educational interest is one held by school officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Access to Student Records Without Prior Written Consent

Persons, agencies, or organizations specifically granted access rights to student records pursuant to law shall have access without prior written parental consent or judicial order. (Education Code 49076)

The following persons or agencies shall have absolute access to any and all student records in accordance with law:

1. Parents/guardians of students younger than age 18 (Education Code 49069)

Access to student records and information shall not be denied to a parent because he/she is not the child's custodial parent. (Family Code 3025)

2. An adult student age 18 or older or a student under the age of 18 who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077)

In addition, the following persons or agencies shall have access to those particular records that are relevant to the *legitimate educational interest* of the requester: (Education Code 49076)

1. Parents/guardians of a dependent student age 18 or older
2. Students age 16 or older or who have completed the 10th grade
3. School officials and employees
4. Members of a school attendance review board and any volunteer aide age 18 or older who has been investigated, selected, and trained by such a board to provide follow-up services to a referred student

STUDENT RECORDS (continued)

(cf. 5113.1 - Truancy)

5. Officials and employees of other public schools or school systems where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided
6. Federal, state, and local officials, as needed for program audits or compliance with law
7. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition
8. A prosecuting agency for consideration against a parent/guardian for failure to comply with compulsory education laws
9. Any probation officer or district attorney for the purposes of conducting a criminal investigation or an investigation in regards to declaring a person a ward of the court or involving a violation of a condition of probation

Note: Education Code 49076 authorizes access to student records for judges and probation officers conducting truancy mediation, as specified below, or for presenting evidence in a truancy petition. Upon providing access, the district must notify the student's parent/guardian of the release of the information. See section of this regulation entitled "Access to Records by Authorized Persons."

10. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student, or for purposes of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681
11. Any county placing agency for the purpose of fulfilling educational case management responsibilities required by the juvenile court or by law pursuant to Welfare and Institutions Code 16010 and to assist with the school transfer or enrollment of a student

(cf. 6173.1 - Education for Foster Youth)

Foster family agencies with jurisdiction over currently enrolled or former students may access those students' records of grades and transcripts and any individualized education program (IEP) developed and maintained by the district with respect to such students. (Education Code 49069.3)

(cf. 6159 - Individualized Education Program)

AR 5125(e)

STUDENT RECORDS (continued)

When authorized by law to assist law enforcement in investigations of suspected kidnapping, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. The information shall be released only to designated peace officers, federal criminal investigators, and federal law enforcement officers whose names have been submitted in writing by their law enforcement agency in accordance with the procedures specified in Education Code 49076.5. (Education Code 49076.5)

Note: In 2007, the USDOE issued guidance regarding FERPA and campus security. The guidance clarified that, as specified in item #1 below, the law allows school officials to release a student's education records without consent to "appropriate parties" to protect health or safety. Examples of "appropriate parties" include law enforcement officials, public health officials, and trained medical personnel. The guidance emphasizes that this limited exception is only available during the emergency situation.

The Superintendent or designee may release information from a student's records to the following: (34 CFR 99.36; Education Code 49076)

1. Appropriate persons in an emergency if the health and safety of the student or other persons are at stake
2. Accrediting associations
3. Under the conditions specified in Education Code 49076, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll

Note: Items #5 and 6 below are for use by districts that maintain high schools.

5. Agencies or organizations in connection with the student's application for or receipt of financial aid

However, information permitting the personal identification of a student or his/her parents/guardians for these purposes may be disclosed only as may be necessary to determine the eligibility of the student for financial aid, to determine the amount of financial aid, to determine the conditions which will be imposed regarding the financial aid, or to enforce the terms or conditions of the financial aid.

6. County elections officials for the purpose of identifying students eligible to register to vote and offering such students an opportunity to register

STUDENT RECORDS (continued)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Note: Health and Safety Code 120440 authorizes a district to share immunization information with local health departments and the California Department of Health Services (now the California Department of Public Health), as specified below. Pursuant to Health and Safety Code 120440, a district must notify a student's parent/guardian prior to releasing the information. See section of this regulation entitled "Access to Records by Authorized Persons."

The Superintendent or designee may release a student's immunization record information to local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health. Prior to releasing such information, the Superintendent or designee shall notify the parent/guardian of his/her right to refuse to share the information as well the other information specified in law. The following information may be released: (Health and Safety Code 120440)

1. Name of the student and the student's parent/guardian
2. Student's gender
3. Student's date and place of birth
4. Types and dates of immunizations received
5. Manufacturer and lot number of the immunization received
6. Adverse reaction to the immunization
7. Other nonmedical information necessary to establish the student's unique identity and record

Persons Granted Access to Student Records With Prior Written Consent

Persons, agencies, or organizations not afforded access rights by law may be granted access only through written permission of the parent/guardian or adult student, or by judicial order. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent may grant consent if both parents notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

AR 5125(g)

STUDENT RECORDS (continued)

Any person or agency granted access is prohibited from releasing information to another person or agency without written permission from the parent/guardian or adult student. (Education Code 49076)

Access to Records by Authorized Persons

Note: Education Code 49069 **mandates** procedures for notifying parents/guardians of the location of all official student records if not centrally located. The following paragraph may be expanded to include specific notification procedures.

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records.

Authorized persons, organizations, or agencies from outside the school whose access requires consent from the parent/guardian or adult student shall submit their request, together with any required authorization, to the Superintendent or designee or the custodian of records. (5 CCR 435)

When prior written consent is required by law, the parent/guardian shall provide a signed and dated written consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The consent shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

Note: Education Code 49069 **mandates** procedures for the availability of qualified certificated personnel to interpret records when requested. The following paragraph may be expanded to include specific procedures for persons to request and receive the assistance of certificated personnel.

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

Note: 5 CCR 431 **mandates** districts to establish written procedures to assure the security of student records.

The custodian of records shall be responsible for the security of student records and shall assure that access is limited to authorized persons. (5 CCR 433)

STUDENT RECORDS (continued)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Prior to disclosing a record pursuant to a court order or subpoena, the Superintendent or designee shall, unless otherwise instructed by the court, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested if lawfully possible within the requirements of the judicial order. (34 CFR 99.31; 5 CCR 435)

Note: 34 CFR 99.34 requires the district to make a reasonable attempt to notify the parent/guardian or adult student at the last known address when the district discloses certain information as described in the following paragraph. However, if the district includes a statement in its annual parental notification that the district may forward education records under these circumstances, it is not obligated to make this effort to individually notify parents/guardians or adult students. The following **optional** paragraph may be deleted by districts that include such a statement in their parental notifications. See section in this regulation entitled "Notification of Parents/Guardians."

When the district discloses personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that was disclosed, and give him/her an opportunity for a hearing to challenge the record. (34 CFR 99.34)

Note: Pursuant to Education Code 49076, judges or probation officers may access student records for the purpose of conducting a truancy mediation program or presenting evidence in a truancy petition; see section of this regulation entitled "Persons Granted Access to Student Records Without Prior Written Consent." Education Code 49076 requires that these judges or probation officers certify in writing to the district that the student information will be used only for truancy purposes. Upon releasing the information, the district must notify the student's parent/guardian as specified below.

Upon releasing student information to a judge or probation officer for the purpose of conducting a truancy mediation program or presenting evidence in a truancy petition, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

Note: Health and Safety Code 120440 authorizes districts to release a student's immunization record to either the county health department or California Department of Health Services (now the Department of Public Health); see section of this regulation entitled "Persons Granted Access to Student Records Without Prior Written Consent." Prior to this information release, Health and Safety Code 120440 requires districts to notify the student's parent/guardian and authorizes the parent/guardian to refuse the release of the information, as specified below.

If the district is planning to release a student's immunization information to the county health department or California Department of Public Health, the Superintendent or designee shall inform the student's parents/guardians of the following: (Health and Safety Code 120440)

AR 5125(i)

STUDENT RECORDS (continued)

1. The type of information that will be shared
2. The name and address of the agency with which the district will share the information
3. That any shared information shall be treated as confidential and shall be used to share only with each other and, upon request, with health care providers, child care facilities, family child care homes, service providers for the Women, Infants and Children (WIC) food program, county welfare departments, foster care agencies, and health care plans
4. That the information may be used only to provide immunization service; to provide or facilitate third-party payer payments for immunizations; and/or to compile and disseminate statistical information on immunization status on groups of people, without identifying the student
5. That the parent/guardian has the right to examine any immunization-related information shared in this manner and to correct any errors
6. That the parent/guardian may refuse to allow this information to be shared

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the *legitimate educational interest* of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The log does not need to record access by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information

(*cf. 5125.1 - Release of Directory Information*)

4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075

STUDENT RECORDS (continued)

5. School officials or employees who have a *legitimate educational interest*

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student age 16 years or older or who has completed the 10th grade, custodian of records, and certain state/federal officials. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

Note: Education Code 49069 **mandates** that the district adopt procedures for granting parent/guardian requests for copies of student records pursuant to Education Code 49065.

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of furnishing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

Changes to Student Records

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

Only a parent/guardian having legal custody of the student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(*cf.* 5125.3 - *Challenging Student Records*)

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following *mandatory permanent student records* shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(*cf.* 5111 - *Admission*)

3. Sex of student

AR 5125(k)

STUDENT RECORDS (continued)

4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence

*(cf. 5111.1 - District Residency)**(cf. 5111.12 - Residency Based on Parent/Guardian Employment)**(cf. 5111.13 - Residency for Homeless Children)*

5. Entrance and departure date of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefore

*(cf. 5144.1 - Suspension and Expulsion/Due Process)**(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

STUDENT RECORDS (continued)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

(cf. 6174 - Education for English Language Learners)

6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information

8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action

9. Parent/guardian authorization or denial of student participation in specific programs

10. Results of standardized tests administered within the past three years

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

11. Written findings resulting from an evaluation conducted to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor/teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices

AR 5125(m)

STUDENT RECORDS (continued)

6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

If a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below. Once the record is received, the Superintendent or designee must inform the student's teachers of the acts; see AR 4158/4258/4358 - Employee Security.

When a student transfers into this district from another, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's *mandatory permanent record* as requested by the other district or private school. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire *mandatory interim record* shall also be forwarded. If the transfer is out of state or to a private school, the *mandatory interim record* may be forwarded. *Permitted student records* may be forwarded to any other district or private school. (5 CCR 438)

Upon receiving a request from an admitting school for a student's records, the district shall also forward any expulsion order and the causes for the expulsion. (Education Code 48918)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

STUDENT RECORDS (continued)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(*cf. 5125.2 - Withholding Grades, Diploma or Transcripts*)

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. Insofar as practicable, the district shall provide these notices in the student's home language and shall effectively notify parents/guardians or eligible students who are disabled. (34 CFR 99.7; Education Code 49063)

(*cf. 5145.6 - Parental Notifications*)

The notice shall include: (34 CFR 99.7, 99.34; Education Code 49063)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining *school officials and employees* and for determining *legitimate educational interest*
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights

(*cf. 5125.3 - Challenging Student Records*)

8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of *personally identifiable information* contained in the student's records except when disclosure without consent is authorized by law

AR 5125(o)

STUDENT RECORDS (continued)

11. The availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the United States Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g

Note: Pursuant to 34 CFR 99.34, if the district's annual notification contains the information described in optional item #13 below, the district does not need to attempt to individually notify a parent/guardian or adult student when the district discloses an education record to officials of another school, school system, or postsecondary institution. See section of this regulation entitled "Access to Records by Authorized Persons."

13. A statement that the district forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll

Regulation
approved:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Students

AR 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS**Definitions**

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Education for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(t))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

AR 5144.1(b)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Grounds for Suspension and Expulsion**

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))

A student who *aids* or *abets* the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))

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 student had obtained written permission to possess the item from ~~a certified school employee~~ the Superintendent or designee with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

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. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

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. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

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. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
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. (Education Code 48900(k))
12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. Possessed an imitation firearm. (Education Code 48900(m))

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. (Education Code 48900(m))
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. (Education Code 48900(n))
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))
17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

AR 5144.1(d)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

18. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she engaged in any of the following activities:

19. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - *Sexual Harassment*)

20. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233)

(cf. 5145.9 - *Hate-Motivated Behavior*)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

21. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

22. Engaged in an act of bullying, including, but not limited to, bullying by means of an electronic act, directed toward a student or school personnel. (Education Code 48900(r))

Bullying means one or more acts by a student or group of students that constitutes sexual harassment pursuant to Education Code 48900.2, as defined in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education Code 32261)

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including, but not limited to, the following circumstances: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(u))

AR 5144.1(f)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Alternatives to suspension or expulsion may be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Truancy)

Removal from Class by a Teacher/Parental Attendance

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher may ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator may attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal, or Principal's Designee

The Superintendent or principal may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possession of an explosive as defined in 18 USC 921

Explosive means a *destructive device* and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or similar device. A *destructive device* includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)

Suspension also may be imposed upon a first offense if the Superintendent or principal determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

AR 5144.1(h)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension may be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee 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. (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may 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 add that state law requires the parent/guardian to respond to such requests without delay.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Principal's Designee" above. (Education Code 48912)

AR 5144.1(j)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

AR 5144.1(I)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Mandatory Recommendation and Mandatory Expulsion**

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.

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SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

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

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

AR 5144.1(p)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
- (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision Within 10 School Days:** The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))
7. **Decision Within 40 School Days:** If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

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SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." (Education Code 48918(d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

AR 5144.1(t)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Decision Not to Enforce Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board. (Education Code 48918(j)).

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site

AR 5144.1(v)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. Not housed at the school site attended by the student at the time of suspension

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)

7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

Students

BP 5145.11(a)

QUESTIONING AND APPREHENSION

Law enforcement officers have the right to interview and question students on school premises. When such an interview is requested, the principal or designee shall ascertain the officer's identity, official capacity, and the authority under which he/she acts. If the officer needs to interview or question the student immediately, the principal or designee shall accommodate the process in a way that causes the least possible disruption to the school, gives the student appropriate privacy, and models exemplary cooperation with community law enforcement authorities.

Except in cases of child abuse or neglect, the principal or designee shall attempt to notify the student's parent/guardian when a law enforcement officer requests an interview on school premises.

At the law officer's discretion and with the student and parent/guardian's approval, the principal or designee may be present during the interview.

If the law officer finds it necessary to remove the student from school, the principal or designee shall first ascertain the reason for such action. Upon releasing the student, the principal or designee shall immediately attempt to inform the student's parent/guardian.

Personnel responsible for releasing a student from school custody shall exercise extreme diligence to prevent such release to any unauthorized or unidentified person.

(cf. 5142 - Safety)

Subpoenas

Although subpoenas may legally be served at school, the Board believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. In these situations, steps should be taken to ensure a minimum of embarrassment or loss of class time for the student.

Legal Reference: (see next page)

QUESTIONING AND APPREHENSION (continued)*Legal Reference:*EDUCATION CODE*44807 Duty concerning conduct of pupils**48264 Arrest of truants**48265 Delivery of truant**48902 Notice to law authorities**48906 Release of minor pupil to peace officers; notice to parent, guardian or relative**48909 Narcotics and other hallucinogenic drugs (re arrest)*PENAL CODE*830-832.8 re peace officers**833-851.85 re arrests**1328 Service of subpoena*CODE OF REGULATIONS, TITLE 5*303 Duty to remain at school*COURT DECISIONS*People v. Burton (1971) 6 Cal. 3d 375**In re Donaldson (1969) 269 Cal. App. 2d 509**Baines v. Brady (1953) 122 Cal. App. 2d 957, 960**In the matter of Paul P., 85 Daily Journal D.A.R. 2594*ATTORNEY GENERAL OPINIONS*54 Ops. Cal. Atty. Gen. 96 (1971)**34 Ops. Cal. Atty. Gen. 93 (1959)**32 Ops. Cal. Atty. Gen. 96 (1958)*

Students

AR 5145.11

QUESTIONING AND APPREHENSION**Questioning on School Grounds**

The school shall keep a record of any interviews of students by law officers on school premises. Such records shall include the date and time, name and identifying number of the officer, the agency employing the officer and his/her official capacity, the time when he/she arrived and left, the fact that the principal or designee was or was not present during the interview, the reason for the questioning and/or release, and any other pertinent information.

Apprehension

Police officers, officers of the juvenile court, and other authorized law enforcement officials have an absolute right to enter a school to take a student into custody or to make an arrest of a student.

If a minor student is removed from school into the custody of a peace officer, the principal or designee shall immediately attempt to notify the parent/guardian or responsible relative regarding the student's release and the place to which he/she is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse. (Education Code 48906)

The principal or designee shall record the time(s) of contact or attempted contact with the parent/guardian.

If the student is suspected of being a victim of child abuse, the Superintendent or designee shall give the telephone number and address of the student's parent/guardian to the law enforcement officer, and the officer then has the responsibility of immediately notifying the parent/guardian. (Education Code 48906)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee shall immediately be notified of the student's removal. This initial verbal notice will be followed by a written report by the principal or designee and shall include the date and time of arrest, the identity, badge number and official capacity of the officer and the reason for release.

Regulation
approved:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Students

BP 5145.12(a)

SEARCH AND SEIZURE

The Board of Education is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Individual Searches

School officials may search any individual student, his/her property, or district property under his/her control when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices.

BP 5145.12(b)

SEARCH AND SEIZURE (continued)

Any search of a student, his/her property, or district property under his/her control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

(cf. 5145.11 - Questioning and Apprehension)

Searches of Multiple Student Lockers/Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Breathalyzer - Alcohol and Other Drugs

The Board believes that the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences.

To promote an environment conducive to learning, safety and to help prevent accidents, injuries, and disruptions resulting from the misuse of alcohol and drugs by students, the district hereby authorizes the Superintendent or designee to enact an alcohol testing program. This program shall, at minimum, comply with all laws and regulations which permit such testing. Testing may include the use of a breathalyzer, after reasonable suspicion has been formed that the student has consumed alcohol.

SEARCH AND SEIZURE (continued)

In addition, staff shall notify the principal or designee immediately upon suspecting a student is selling, carrying, providing, or using alcohol or other drugs.

*Legal Reference:*EDUCATION CODE32280-32289 *School safety plans*35160 *Authority of governing boards*35160.1 *Broad authority of school districts*48900-48927 *Suspension and expulsion*49050-49051 *Searches by school employees*49330-49334 *Injurious objects*PENAL CODE626.9 *Firearms*626.10 *Dirks, daggers, knives or razor*CALIFORNIA CONSTITUTION*Article I, Section 28(c) Right to Safe Schools*COURT DECISIONS*Redding v. Safford Unified School District, (9th Cir. 2008) 531 F.3d 1071**B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260**Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313**O'Connor v. Ortega, (1987) 480 U.S. 709**New Jersey v. T.L.O., (1985) 469 U.S. 325**Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470**Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662*ATTORNEY GENERAL OPINIONS83 *Ops.Cal.Atty.Gen. 257 (2001)*75 *Ops.Cal.Atty.Gen. 155 (1992)**Management Resources:*NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS*The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999*WEB SITESCSBA: <http://www.csba.org>California Attorney General's Office: <http://caag.state.ca.us>California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

Students

BP 5145.3(a)

NONDISCRIMINATION/HARASSMENT

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education Under Section 504)

The Board of Education shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 5145.7 - Sexual Harassment)

Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The Board hereby designates the following position as Coordinator for Nondiscrimination to handle complaints regarding discrimination and inquiries regarding the district's nondiscrimination policies:

Superintendent
 904 Talbot Avenue
 Albany, CA 94706
 510-558-3766

NONDISCRIMINATION/HARASSMENT (continued)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.

Employees who become aware of an act of harassment shall immediately report the incident to the Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment. Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.

Legal Reference: (see next page)

BP 5145.3(c)

NONDISCRIMINATION/HARASSMENT (continued)*Legal Reference:*EDUCATION CODE200-262.4 *Prohibition of discrimination on the basis of sex, especially:*221.5 *Prohibited sex discrimination*221.7 *School-sponsored athletic programs; prohibited sex discrimination*48900.3 *Suspension or expulsion for act of hate violence*48900.4 *Suspension or expulsion for threats or harassment*48904 *Liability of parent/guardian for willful student misconduct*48907 *Student exercise of free expression*48950 *Freedom of speech*49020-49023 *Athletic programs*51006-51007 *Equitable access to technological education programs*51500 *Prohibited instruction or activity*51501 *Prohibited means of instruction*60044 *Prohibited instructional materials*CIVIL CODE1714.1 *Liability of parents/guardians for willful misconduct of minor*PENAL CODE422.55 *Interference with constitutional right or privilege*CODE OF REGULATIONS, TITLE 54621 *District policies and procedures*4622 *Notice requirements*4900-4965 *Nondiscrimination in elementary and secondary education programs receiving state financial assistance*UNITED STATES CODE, TITLE 422000d-2000e-17 *Title VI & VII Civil Rights Act of 1964 as amended*2000h-2-2000h-6 *Title IX, 1972 Education Act Amendments*CODE OF FEDERAL REGULATIONS, TITLE 34100.3 *Prohibition of discrimination on basis of race, color or national origin*104.7 *Designation of responsible employee for Section 504*106.8 *Designation of responsible employee for Title IX*106.9 *Notification of nondiscrimination on basis of sex*COURT DECISIONS*Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130**Management Resources:*OFFICE OF CIVIL RIGHTS PUBLICATIONS*Notice of Non-Discrimination, January, 1999**Racial Incidents and Harassment Against Students at Educational Institutions: Investigative Guidance,**59 FR 47, March, 1994*WEB SITES*U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>**California Department of Education: <http://www.cde.ca.gov>*

Students

BP 5145.6(a)

PARENTAL NOTIFICATIONS

The Board of Education recognizes that notifications are essential to effective communication between the school and the home. The Superintendent or designee shall send students and parents/guardians all notifications required by law, including notifications about their legal rights, and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall ensure that notifications which must be sent at the beginning of each academic year include a request that the parent/guardian sign the notice and return it to the school. (Education Code 48981, 48982)

Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law. Whenever an employee learns that a student's parent/guardian is for any reason unable to understand the district's printed notifications, the principal or designee shall work with the parent/guardian to establish other appropriate means of communication.

(cf. 6174 - Education for English Language Learners)

Legal Reference: (see next page)

PARENTAL NOTIFICATIONS (continued)*Legal Reference:*EDUCATION CODE

- 221.5 *Prohibited sex discrimination*
- 231.5 *Sexual harassment policy*
- 262.3 *Appeals; information re: availability of civil remedies*
- 310 *Structured English Immersion Program*
- 17288 *Pupils: school buildings*
- 17612 *Notification of pesticide use*
- 32255-32255.6 *Right to refuse harmful or destructive use of animals*
- 32390 *Fingerprint program; contracts; funding; consent of parent/guardian*
- 35178.4 *Notice of accreditation status*
- 35183 *School dress codes; uniforms*
- 35186 *Complaints concerning deficiencies in instructional materials and facilities*
- 35256 *School accountability report card*
- 35291 *Rules*
- 37616 *Consultation*
- 39831.5 *School bus rider rules and information*
- 44808.5 *Permission to leave school grounds*
- 46010.1 *Notice re: excuse to obtain confidential medical services*
- 46014 *Regulations regarding absences for religious purposes*
- 46600-46611 *Interdistrict attendance agreements especially:*
- 46601 *Failure to approve interdistrict attendance*
- 48000 *Minimum age of admission*
- 48070.5 *Promotion or retention of students*
- 48205 *Absence for personal reasons*
- 48206.3 *Pupils with temporary disabilities; individual instruction; definitions*
- 48207 *Pupils with temporary disabilities in hospitals outside of school district*
- 48208 *Students with temporary disabilities in qualifying hospitals*
- 48216 *Immunization*
- 48260.5 *Notice to parent re truancy*
- 48263 *Referral to SARB or probation department*
- 48432.5 *Involuntary transfers of pupils*
- 48904 *Liability of parent/guardian for willful pupil misconduct*
- 48904.3 *Withholding grades, diplomas, or transcripts*
- 48906 *Notification of release of pupil to peace officer*
- 48911 *Notification in case of suspension*
- 48912 *Closed sessions; consideration of suspension*
- 48915.1 *Expelled individuals: enrollment in another district*
- 48916 *Readmission procedures*
- 48918 *Rules governing expulsion procedures*
- 48980 *Required notification at beginning of term*
- 48980.3 *Notification of pesticide use*
- 48981 *Time and means of notification*

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)*Legal Reference: (continued)*EDUCATION CODE (continued)

- 48982 *Signature; return to school; effect of signature*
- 48983 *Contents of notice*
- 48984 *Activities prohibited unless notice given*
- 48985 *Notices to parents in language other than English*
- 48987 *Child abuse information*
- 49063 *Notification of parents of their rights*
- 49067 *Regulations regarding pupil's achievement*
- 49068 *Transfer of permanent enrollment and scholarship record*
- 49069 *Absolute right to access*
- 49070 *Challenging content of records*
- 49073 *Release of directory information*
- 49076 *Access to student records*
- 49077 *Access to information concerning a student in compliance with court order*
- 49091.14 *Prospectus*
- 49302 *Parental consent*
- 49332 *Notifications of retention of object by school personnel; release*
- 49403 *Cooperation in control of communicable disease and immunization*
- 49423 *Administration of prescribed medication for pupil*
- 49451 *Physical examinations: parent's refusal to consent*
- 49452.5 *Screening for scoliosis*
- 49456 *Report to parent*
- 49472 *Medical and hospital services for pupils*
- 49480 *Continuing medication regimen for nonepisodic conditions*
- 49510-49520 *Duffy-Moscone Family Nutrition Education and Services Act of 1970*
- 51229 *Course of study for grades 7-12*
- 51513 *Personal beliefs*
- 51938 *Right of parent/guardian notice HIV/AIDS and sexual health instruction*
- 52164.1 *Census-taking methods; determination of primary language; assessment of language skills*
- 52164.3 *Notice of reassessment of language skills*
- 52173 *Consultation with parents or guardians; notice to parents or guardians; withdrawal of pupil*
- 52244 *Advanced Placement Program*
- 54444.2 *Migrant education programs; parent involvement*
- 56301 *Child-find system; policies re: written notification rights*
- 56321 *Special education: proposed assessment plan*
- 56329 *Written notice of right to findings; independent assessment*
- 56341 *Individualized education program team*
- 56341.5 *Individualized education program team meetings*
- 56343.5 *IEP meetings*
- 56346 *Parental notice and consent to special education program*
- 58501 *Alternative schools: notice required prior to establishment*
- 60641 *Standardized Testing and Reporting Program*
- 60850 *High School Exit Examination*
- 66204 *Certification of high school courses as meeting university admission criteria*
- HEALTH AND SAFETY CODE
- 1596.857 *Right to enter child care facility*
- 120365 *Immunizations*

Legal Reference continued: (see next page)

BP 5145.6(d)

PARENTAL NOTIFICATIONS (continued)*Legal Reference: (continued)*HEALTH AND SAFETY CODE (continued)

120370 Immunizations

120375 Immunizations

120440 Sharing immunization information

124085 Certificate of receipt; health screening and evaluation services; waiver by parent/guardian

124100 School districts and private schools; information to parents

PENAL CODE

627.5 Hearing request following denial or revocation of registration

WELFARE AND INSTITUTIONS CODE

18976.5 Parental notice; right of refusal to participate

CODE OF REGULATIONS, TITLE 5

863 Standardized Testing and Reporting Program

3052 Behavioral intervention

3831 General standards (Gifted and Talented Program)

4622 Notice requirements and recipients

4631 Responsibilities of the local agency

11303 Reclassification of English language learners

11309 Parental exception waivers

11523 Notice of proficiency examinations

18066 Policies and procedures absences for child care

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1415 Procedural safeguards

1681-1688 Title IX, discrimination based on sex or blindness

6311 State plans

6312 Local education agency plans

6316 Academic assessment and local education agency school improvement

6318 Parental involvement

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

2000d-2000d-7, Title VI, Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.34 Student records, disclosure to other educational agencies

104.36 Procedural safeguards

106.9 Dissemination of policy, nondiscrimination on basis of sex

300.345 Parent participation

300.502 Independent educational evaluation

300.503 Prior written notice

300.505 Parental consent

300.507 Parent notice due process hearing

300.523 Manifestation determination review

CODE OF FEDERAL REGULATIONS, TITLE 40

763.93 Management plans

Students

BP 5145.7(a)

SEXUAL HARASSMENT

The Board of Education is committed to maintaining an educational environment that is free from harassment. The Board prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against persons who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same gender
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the person(s) to whom a report of sexual harassment should be made

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Complaint Process

Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the principal or designee.

Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the principal or designee, whether or not the victim files a complaint.

In any case of sexual harassment involving the principal or any other district employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the nondiscrimination coordinator or the Superintendent or designee.

BP 5145.7(b)

SEXUAL HARASSMENT (continued)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 - Nondiscrimination/Harassment)

The principal or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. Where the principal or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The principal or designee shall also advise the victim of any other remedies that may be available. The principal or designee shall file a report with the Superintendent or designee and refer the matter to law enforcement authorities, where required.

(cf. 1312.1 - Complaints Concerning District Employees)

Disciplinary Measures

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 12, disciplinary action may include suspension and/or expulsion, provided that in imposing such discipline the entire circumstances of the incident(s) shall be taken into account.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination on the basis of sex**48900.2 Additional grounds for suspension or expulsion; sexual harassment**48904 Liability of parent/guardian for willful student misconduct**48980 Notice at beginning of term*CIVIL CODE*51.9 Liability for sexual harassment; business, service and professional relationships**1714.1 Liability of parents/guardians for willful misconduct of minor*CODE OF REGULATIONS, TITLE 5*4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance*UNITED STATES CODE, TITLE 20*1681-1688 Title IX, Discrimination*UNITED STATES CODE, TITLE 42*2000d-2000d-7 Title VI, Civil Rights Act of 1964**2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended*CODE OF FEDERAL REGULATIONS, TITLE 34*106.1-106.71 Nondiscrimination on the basis of sex in education programs*COURT DECISIONS*Reese v. Jefferson School District, (2001) 208 F.3d 736**Davis v. Monroe County Board of Education, (1999) 526 U.S. 629**Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989**Nabozny v. Podlesny, (1996, 7th Cir.) 92 F.3d 446**Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447**Oona R.-S. etc. v. Santa Rosa City Schools et al, (1995) 890 F.Supp. 1452**Rosa H. v. San Elizario Ind. School District, (W.D. Tex. 1995) 887 F. Supp. 140, 143**Clyde K. v. Puyallup School District #3, (1994) 35 F.3d 1396**Patricia H. v. Berkeley Unified School District, (1993) 830 F.Supp. 1288**Franklin v. Gwinnet County Schools, (1992) 112 S. Ct. 1028**Kelson v. City of Springfield, Oregon, (1985, 9th Cir.) 767 F.2d 651**Management Resources:*OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL*Protecting Students from Harassment and Hate Crime: A Guide for Schools, January 1999*OFFICE OF CIVIL RIGHTS' PUBLICATIONS*Revised Sexual Harassment Guidance, January 2001**Sexual Harassment Guidance, March 1997*WEB SITES*OCR: <http://www.ed.gov/offices/OCR>*

Students

AR 5145.7(a)

SEXUAL HARASSMENT

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors or other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite gender, in the educational setting, when: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance, or of creating an intimidating, hostile or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

Types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations or propositions
2. Sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions
3. Graphic verbal comments about an individual's body, or overly personal conversation
4. Sexual jokes, notes, stories, drawings, pictures or gestures
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-gender class
7. Massaging, grabbing, fondling, stroking or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Purposefully cornering or blocking normal movements
10. Displaying sexually suggestive objects

SEXUAL HARASSMENT (continued)**Notifications**

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures and standards of conduct are posted (Education Code 231.5)
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures and standards of conduct (Education Code 231.5)

Investigation of Complaints at School (Site-Level Grievance Procedure)

1. The principal or designee shall promptly investigate all complaints of sexual harassment. In so doing, he/she shall talk individually with:
 - a. The student who is complaining
 - b. The person accused of harassment
 - c. Anyone who witnessed the conduct complained of
 - d. Anyone mentioned as having related information
2. The student who is complaining shall have an opportunity to describe the incident, present witnesses and other evidence of the harassment, and put his/her complaint in writing.
3. The principal or designee shall discuss the complaint only with the people described above. When necessary to carry out his/her investigation or for other good reasons that apply to the particular situation, the principal or designee also may discuss the complaint with the following persons:
 - a. The Superintendent or designee

AR 5145.7(c)

SEXUAL HARASSMENT (continued)

- b. The parent/guardian of the student who complained
- c. If the alleged harasser is a student, his/her parent/guardian
- d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth
- e. Child protective agencies responsible for investigating child abuse reports

(cf. 5141.4 - Child Abuse Prevention and Reporting)

- f. Legal counsel for the district
4. When the student who complained and the alleged harasser so agree, the principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree.
 5. In reaching a decision about the complaint, the principal or designee may take into account:
 - a. Statements made by the persons identified above
 - b. The details and consistency of each person's account
 - c. Evidence of how the complaining student reacted to the incident
 - d. Evidence of any past instances of harassment by the alleged harasser
 - e. Evidence of any past harassment complaints that were found to be untrue
 6. To judge the severity of the harassment, the principal or designee may take into consideration:
 - a. How the misconduct affected one or more students' education
 - b. The type, frequency and duration of the misconduct
 - c. The number of persons involved
 - d. The age and gender of the person accused of harassment

SEXUAL HARASSMENT (continued)

- e. The subject(s) of harassment
 - f. The place and situation where the incident occurred
 - g. Other incidents at the school, including incidents of harassment that were not related to gender
7. The principal or designee shall write a report of his/her findings, decision, and reasons for the decision and shall present this report to the student who complained and the person accused.
 8. The principal or designee shall give the Superintendent or designee a written report of the complaint and investigation. If the principal or designee verifies that sexual harassment occurred, this report shall describe the actions taken to end the harassment, address the effects of the harassment on the student harassed, and prevent retaliation or further harassment.
 9. Within two weeks after receiving the complaint, the principal or designee shall determine whether or not the student who complained has been further harassed. The principal or designee shall keep a record of this information and shall continue this follow-up.

Enforcement

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti.
2. Providing staff inservice and student instruction or counseling.
3. Notifying parents/guardians of the actions taken.
4. Notifying child protective services.
5. Taking appropriate disciplinary action. In addition, the principal or designee may take disciplinary measures against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

Students

BP 5145.9(a)

HATE-MOTIVATED BEHAVIOR

The Board of Education affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade an individual on the basis of his/her race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, religious beliefs or practices shall not be tolerated.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism, Theft and Graffiti)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 6141.6 - Multicultural Education)

Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the principal or designee. If the student believes that the situation has not been remedied by the principal or designee, he/she may file a complaint in accordance with district complaint procedures.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the principal, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.

(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

In addition, the district shall provide counseling and appropriate sensitivity training and diversity education for students exhibiting hate-motivated behavior. The district shall also provide counseling, guidance and support, as necessary, to those students who are the victims of hate-motivated behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways.

HATE-MOTIVATED BEHAVIOR (continued)

(cf. 4131 - Staff Development)
 (cf. 4231 - Staff Development)
 (cf. 4331 - Staff Development)

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.

At the beginning of each school year, students and staff shall receive a copy of the district's policy on hate-motivated behavior.

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900.3 Suspension for hate violence

PENAL CODE

186.21 Street terrorism; legislative findings and declarations

422.55-422.86 Hate Crimes

11410-11414 Terrorism

13023 Reports by law enforcement of crimes motivated by race, ethnicity, religion, sexual orientation or physical or mental disability

13519.6 Hate crimes, training courses and guidelines

UNITED STATES CODE, TITLE 18

245 Federally protected activities

*Management Resources:*CSBA PUBLICATIONS

Protecting Our Schools: Board of Education Strategies to Combat School Violence, 1995

ALAMEDA OFFICE OF EDUCATION & CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Hate-Motivated Behavior in Schools: Response Strategies for School Boards, Administrators, Law Enforcement and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

WEB SITES

CDE: <http://www.cde.ca.gov>

California Association of Human Relations Organizations: <http://www.cahro.org>

United States Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR/index.html>