ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Alameda Unified School District Procedures and Policies Parent Handbook 2026-2027

(Updated July, 2026)

ALAMEDA UNIFIED SCHOOL DISTRICT
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ALAMEDA UNIFIED SCHOOL DISTRICT
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Welcome to Alameda Unified School District

Dear Parents and Guardians,

Welcome to the 2026-2027 school year and the AUSD Parent Handbook! We are committed to working with you and your children to make this a positive and productive year for our students, staff, and families.

Our handbook contains several policies and forms that are essential for the health, safety, and well-being of our students, including those related to:

- Enrollment and transfers
- Bullying prevention
- Discipline expectations
- Student conduct
- School climate
- Media permissions

We have also included information for you on how to get school and district communications and how to get involved in your child's education. Whether you want to volunteer at a school site or contribute at the district level, please know we encourage and welcome parent/guardian involvement, as we know how much your support benefits not only your own child's success, but also the success of your school community, the district, and Alameda as a whole.

This is the third year we asked all middle and high school students to sign the *AUSD Student Community Agreement*. We found this agreement helpful in reminding students that behaviors such as harassment, bullying, or discriminatory acts or remarks of any kind are not acceptable in AUSD. If each family spends just a few focused moments discussing the substance of this agreement with their children, we can collectively raise awareness of our expectations and positively impact school culture for everyone.

Thank you for taking the time to read these materials before school starts. It's important for all of us to begin the year with an understanding of the district's goals, expectations, and policies. We look forward to working with you.

Sincerely,



Pasquale Scuderi
Superintendent
Alameda Unified School District

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Please Join Us!

Parent/guardian engagement with their children's education is strongly correlated with student success, including higher achievement, better social skills, and a greater likelihood of graduating high school. It's also a great way to better understand your child's daily experience, meet other parents, support other children and families in your community, and have fun!

How can you get involved? Here are just a few ideas:

- Join your school PTA and attend the monthly meetings.
- Look for news of volunteer opportunities in your registration packet, at Back to School Nights, and in your school newsletter. Depending on your child's grade level, your school may need help with: the school garden; teaching art; supervising children at lunchtime; beautifying the campus; supporting music, drama, or sports programs; organizing special events; helping children learn to read; and chaperoning field trips, dances, and other activities. There's truly something for everyone!
- Join one of AUSD's roundtables or committees, such as the:
    - Parcel Tax Oversight Committee
    - Bond Oversight Committee
    - LCAP Community Advisory Committee

You can find many more ways to engage with AUSD and the individual schools on our "Ways to Get Involved" web page. Please note that all volunteers must register and provide documentation in order to be approved. Instructions on that process are available on our Get Started as a Volunteer page.

Stay Connected to Your School and District!

One key way to engage with your child's education is to keep up to date with what's happening in your school and the district at large – and we offer lots of ways to do that!

- Check your inbox for AUSD newsletters and announcements.
- Follow AUSD on Facebook, Instagram , and our website
- Find out if your school has social media accounts to follow
- Become an active member of your school PTA, and ask if your PTA has a parent/guardian e-mail list.
- Be sure to read communications coming from your school – they often contain important information!
- Watch or attend Board of Education meetings, which are held the second and fourth Tuesdays of the month at 6:30pm at City Hall (2263 Santa Clara Avenue). Please check the AUSD website for meeting information and agendas. You also can watch the meetings live on Comcast Channel 15, AT&T Channel 99, & the City's website.

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AUSD Transfer Policy

Alameda resident students who wish to transfer to a school other than the school zoned for their residential address, must apply and be approved through the intradistrict transfer process (AR 5116.1). Intradistrict transfers are approved or denied after the first day of each school year based on space availability. Priority for intradistrict transfer approvals can be found here: AR 5116.1

To apply for an intradistrict transfer request, please complete the intradistrict application form on the AUSD website's Enrollment page. When parents fill out the intradistrict transfer request, they are informed of the following:

- The intradistrict transfer request form is a request and not a guarantee. All students who live in the school zone have priority to enroll and may attend before the student requesting a transfer.
- Your student may not be placed until after the first 20 days of the school year, and you will be notified only if AUSD can place the student into the requested school.
- Students must continue to attend their current school while awaiting approval or denial of their intradistrict transfer request.

AUSD Over-Enrollment Resolution Process

Procedures from date of pre-enrollment for upcoming school year through the first day of school:

All students are enrolled into their neighborhood school. Parents/guardians of students seeking enrollment shall be notified in writing if the requested grade level or school is at or over capacity at the time of enrollment. Such notice shall clearly state that the student may be diverted to another school if sufficient space does not become available at the student's zoned school. Parent/guardians will be informed of the student's over enrollment number. Families enrolled before July 15th will be notified a second time after July 15th if the school is still over enrolled and what their over enrollment number is. All students will start the school year at their home school.

Procedures from the first day of school through the school year:

Parents/guardians shall be notified in writing at the time of registration if a grade or school is at or over capacity. Such notice shall clearly state that the student may be diverted to another school if sufficient space does not become available at the student's zoned school. All such students shall be given an over enrollment number based on date of enrollment. Parents/guardians will be informed of the student's number and the asked to which school(s) with capacity they would prefer as a diversion placement. The district shall take these rankings into account when determining the school placement for the student. At this time, if the student's zoned school is at or over capacity, the student will be redirected to a school with space.

Process to Resolve Over-Enrollment AR 5116.1

1. We will send out a letter asking for volunteers from your grade level to attend other AUSD schools.
2. If that does not resolve the overcrowding, we will then remove any interdistrict students (children who live outside of Alameda) if there are any enrolled in the affected grade.
3. Next, we will remove any intradistrict students (students who live in Alameda) who are attending under an approved intradistrict transfer and have been at that school for one year and 21 days. (Those attending for one year and 21 days or more years are considered residents of that school).
4. Last, we will remove residents who live in the zone and intradistrict transfer students who have attended more than two years, in seniority order of enrollment date. Those who enrolled last will be removed until the overcrowding is resolved, and the class is returned to contractual limits.

We are aware of the difficulty this presents and apologize for any inconvenience this may cause you and your child(ren). Every effort will be made to make any changes as uncomplicated as possible. Please be aware these changes could be made as late as the 20th day of school.

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AUSD Non-Discrimination Policy

The Alameda Unified School District (AUSD) is committed to ensuring equal, fair, and meaningful access to employment and education services. AUSD does not discriminate in any employment practice, education program, or educational activity on the basis and/or association with a person or group with one or more of these actual or perceived characteristics of age, ancestry, color, disability, ethnicity, gender, gender identity or expression, genetic information, marital status, medical condition, national origin, political affiliation, pregnancy and related conditions, race, religion, retaliation, sex (including sexual harassment), sexual orientation, Vietnam Era Veterans' status, or any other basis prohibited by California state and federal nondiscrimination laws respectively. Not all bases of discrimination will apply to both education services and employment. The Assistant Superintendent of Educational Services is charged with overseeing, leading, and directing Alameda Unified School District efforts to meet the legal obligations set forth in state and federal civil rights laws, regulations in AUSD employment, and delivery of education services. Inquiries regarding nondiscrimination and civil rights should be directed to the Educational Services department. Any questions regarding Title IX, Education Amendments of 1972 or Section 504, Rehabilitation Act of 1974, please contact:

Coordinator of Student Services
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
510.337.7102 Telephone
510.337.7071 Fax

Complaints

The Coordinator of Student Services is the point of contact for receiving ALL formal complaints. Following receipt of a complaint, the Coordinator of Student Services office will respond to the complainant within 7 days to indicate whether the complaint will be handled in Educational Services or another department. Additional departments and the points of contact within those departments that handle complaints include (but are not limited to):

Human Resources: Assistant Superintendent of Human Resources
Student Support Services: Assistant Superintendent of Educational Services
Maintenance, Operations and Facilities: Director of Maintenance and Facilities
Educational Services: Director of Elementary Education and Director of Secondary Education

You can find more information about AUSD's complaint process - including Williams Complaint Forms and Uniform Complaint Forms by visiting the Complaint Forms section of the AUSD Website.

For further information on notice of non-discrimination, visit the Federal Office of Civil Rights for the address and phone number of the office that serves your area, or call 1-800-421-3481.

Revised 7.01.2026

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Annual Notification of the Uniform Complaint Procedures (UCP)

For Students, Employees, Parents/Guardians, School and District Advisory Committee Members, Appropriate Private School Officials, and Other Interested Parties

Alameda Unified School District (AUSD) has the primary responsibility to ensure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, or bullying against any protected group, as well as complaints alleging violation of state or federal laws governing educational programs and the charging of unlawful pupil fees.

AUSD shall investigate all allegations of unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified in Education Code section 200 and 220 and Government Code section lll35, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the LEA, which is funded directly by, or that receives or benefits from any state financial assistance.

Complaints must be filed in writing with the following compliant officer, who is knowledgeable about the laws and programs that they are assigned to investigate:

Coordinator of Student Support Services
2060 Challenger Drive
Alameda, CA 9450l
Phone: 5l0.337-7000 Fax: 5l0.337.707l

The UCP shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in:

- Accommodations for pregnant and parenting students
- Adult education programs
- After School Education and Safety programs
- Agricultural career technical education
- Career Technical and Technical Education, and Career Technical and Technical Training programs
- Child care and development programs
- Compensatory education
- Consolidated categorical aid programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying in district programs and activities
- Education and graduation requirements of Pupils who are in foster care, students experiencing homelessness, students from military families, students who are migratory, newcomer students, and students formerly in a juvenile court school.
- Every Student Succeeds Act (ESSA)
- Instructional materials and Curriculum: Diversity. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (Ed Code 243, 242)
- Local Control Accountability Plans
- Migrant education
- Physical Education instructional minutes

- Pupil Fees
- Reasonable accommodations to a lactating pupil
- Regional occupational centers and programs
- Retaliation against a complainant or other participant in the complaint process
- School Plans for School Achievement and School Site Council
- School or athletic team names, mascots, or nicknames (Ed Code 221.3)
- State Preschool Programs, including health and safety issues in license-exempt programs
- Tobacco-Use Prevention Education or any other state or federal educational program the Superintendent or designee deems appropriate

Pupil Fee Complaints

A complaint of noncompliance with laws relating to pupil fees may be filed pursuant to the local UCP. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity that constitutes an integral fundamental part of the district's education program.

A pupil fee includes, but is not limited to, all the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective, compulsory, or for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees are filed with a school principal or designee. A complaint regarding pupil fees or the local control and accountability plan (LCAP) may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to pupil fees.

Timelines

A UCP complaint, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed no later than one year from the date the alleged violation occurred.

Complaints alleging discrimination, harassment, intimidation, or bullying must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

A pupil fee complaint shall not be filed later than one year from the date the alleged violation occurred.

Complaints will be investigated, and a written decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant. The LEA person responsible for investigating the complaint shall conduct and complete the investigation in accordance with sections 4680-4687 and in accordance with local procedures adopted under section 462l.

For programs within the scope of the UCP, the complainant has a right to appeal the district's investigation report to the California Department of Education (CDE) by filing a written appeal within 30 days of receiving the district's decision. The appeal must include a copy of the complaint filed with AUSD and a copy of the LEA's Decision.

In appropriate cases, an appeal may be filed pursuant to Education Code Section 262.3. A complainant may also pursue available civil law remedies outside of AUSD's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

The district will post a standardized notice of the educational and graduation requirements of foster youth, students experiencing homelessness, children of military families, former juvenile court school students now enrolled in the district, students who are migratory, and newcomer students as specified in Education Coder 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process.

A copy of the AUSD's UCP policy and complaint procedures shall be available free of charge and are located on the district's webpage.

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Annual Notice to Parents 2026 - 2027

Dear Parent/Guardian:

Section 48980 of the Education Code of California requires that notice be given at the beginning of the first semester or quarter of the regular school term to the parent or guardian of the minor pupils in the school district regarding the rights of the parent or guardian under sections 32390, 35291, 46014, 48205, 48207, 48208, 49403, 49423, 49451, 49472, 51938, Chapter 2.3 (commencing with section 32255) of Part 19, and notice of the availability of the program prescribed by Article 9 (commencing with section 49510) of Chapter 9 and of the availability of individualized instruction under section 48206.3. Section 48982 requires that this Notice be signed and returned by the parent or guardian to the school. Signature and return of the attached form is acknowledgement by the parent or guardian that he or she has been informed of his or her rights but does not indicate that consent to participate in any particular program has either been given or withheld. Pursuant to parent request, the annual notification may be provided to the parent or guardian in electronic format by providing access to the notice electronically. If the notice is provided in electronic format, the parent or guardian must submit to the school a signed acknowledgment of receipt of this notice. Some legislation requires additional notification to the parents or guardians during the school term or at least 15 days prior to a specific activity. (A separate letter will be sent to parents or guardians prior to any of these specified activities or classes, and the student will be excused whenever the parents or guardians file with the principal of the school a statement in writing requesting that their child not participate.) Other legislation grants certain rights that are spelled out in this form. Accordingly, you are hereby notified as follows (when used in this notification "parent" includes a parent or legal guardian):

Discipline:
Rules And Procedures on School Discipline (EC§35291): Rules pertaining to student discipline, including those that govern suspension or expulsion, are set forth in Education Code Sections 48900 and following, and are available upon request from the school. In addition, the following disciplinary information is provided to parents:

Duty Concerning Conduct of Pupils (EC§44807): Every teacher shall hold pupils accountable for their conduct on the way to and from school, and on the playground.

Duties of Pupils (5 CCR §300): Pupils must conform to school regulations, obey all directions, be diligent in study, be respectful of teachers/others in authority, and refrain from profane/vulgar language.

Hazing Prohibition (EC §48900(q)): Pupils and other persons in attendance are prohibited from engaging or attempting to engage in hazing.

Dress Code/Gang Apparel (EC §35183): The district is authorized to adopt a reasonable dress code.

Attendance of Suspended Pupil's Parent (EC §48900.1): If a teacher suspends a student, the teacher may require the child's parent to attend a portion of the school day in his or her child's classes. Employers may not discriminate against parents who are required to comply with this requirement.

Sexual Harassment Policy (EC §231.5; 5 CCR §4917): Each district is required to have adopted a written policy on sexual harassment and shall provide a copy of such policy, as it pertains to students, with the annual notification. (See attached.) Districts are also required to display such policies in a prominent location and include it in orientation for employees and students.

School Accountability Report Card (EC §35256): Districts are to make a concerted effort to notify parents of the purpose of school accountability report cards and ensure that all parents receive a copy. A hard copy of the SARC is available upon request at each school's office.

Safe Place to Learn Act (EC §234.1): The district is committed to maintaining a learning and working environment that is free from bullying. Any student who engages in bullying of anyone in or from the district may be subject to disciplinary action up to and including expulsion. The district's policies and process for filing a complaint should be publicized to pupils, parents, employees, and agents of the governing board. The notice shall be in English and in the primary language of the recipient. For a copy of the district's anti-discrimination, anti-harassment, anti-intimidation, and anti-bullying policies, or to report incidences of bullying, please contact the district office. The anti- discrimination and anti-harassment policies shall be posted in schools and offices.

School Records and Achievement

Pupil Records/Notice of Privacy Rights of Parents And Students (EC §49063 Et Seq., §49073, 34 CFR 99.30, 34 CFR 99.34, (The Federal Family Educational Rights and Privacy Act)): Federal and state laws concerning student records grant certain rights of privacy and right of access to students and to their parents. Full access to all personally identifiable written records maintained by the school district must be granted to:

(1) Parents of students 17 and younger; Parents of students age 18 and older if the student is a dependent for tax purposes and the records are needed for a legitimate educational purpose;
(2) Students age 18 and older, or students who are enrolled in an institution of postsecondary instruction (called "eligible students");
(3) Pupils age 14 and over who are identified as both homeless and an unaccompanied youth;
(4) Individuals who have completed and signed a Caregiver's Authorization Affidavit.

Parents, or an eligible student, may review individual records by making a request to the principal. Districts must respond to a pupil record request by providing access no later than five school days following the date of the request. The principal will see that explanation and interpretations are provided if requested. Information that is alleged to be inaccurate or inappropriate may be removed upon request. In addition, parents or eligible students may receive a copy of any information in the records at reasonable cost per page. District policies and procedures relating to: location of, and types of records; kinds of information retained; persons responsible for records; directory information; access by other persons; review and challenge of records are available through the principal at each school. When a student moves to a new district, records will be forwarded upon the request of the new school district within ten school days.

At the time of transfer, the parent or eligible student may review, receive a copy (at a reasonable fee), and/or challenge the record. If you believe the district is not in compliance with federal regulations regarding privacy, you may file a complaint with the United States Department of Education (20 USC §1232(g)). You have the right to inspect all instructional materials which will be used in connection with any survey, analysis, or evaluation as part of any applicable program.

Release of Pupil Directory Information (EC §49073 And 34 CFR 99.31(A)(11)): The district also makes student directory information available in accordance with state and federal laws. This means that each student's name, birth date, address, telephone number, email address, major course of study, participation in officially recognized school activities, dates of attendance degrees and awards received, and most recent previous public or private school attendance may be released in accordance with board policy. In addition, height and weight of athletes may be made available. Appropriate directory information may be provided to any agency or person except private, profit-making organizations (other than employers, potential employers or the news media). Names and addresses of seniors or terminating students may be given to public or private schools and colleges. Parents and eligible students will be notified prior to the destruction of any special education records. You have the right to inspect a survey or other instrument to be administered or distributed to your child that either collects personal information for marketing or sale or requests information about beliefs and practices and any instructional material to be used as part of your child's educational curriculum. Please contact your child's school if you wish to inspect such a survey or other instrument.

Upon written request from the parent of a student age 17 or younger, the district will withhold directory information about the student. If the student is 18 or older or enrolled in an institution of postsecondary instruction and makes a written request, the student's request to deny access to directory information will be honored. Requests must be submitted within 30 calendar days of the receipt of this notification. Additionally, directory information related to homeless or unaccompanied youths will not be released without the express written consent for its release by the eligible pupil or guardian.

Release of Info to Military Services Reps/Release of Telephone Numbers (EC §49073.5; 20 USC §7908(A)(2)): Parents of secondary students may request in writing that the student's name, address, and telephone listing not be released to armed forces recruiters without prior written parental consent.

High School Curriculum: Notification Regarding College Preparatory Courses (EC §51229): Districts are required to provide parents or guardians of each minor pupil enrolled in grades 9 to 12 written notice of college admission requirements and career technical education courses.

Subpoena or Court Order (Ec §§49076 and 49077): Districts are required to make a reasonable effort to notify parents in advance of disclosing student information pursuant to a subpoena or court order.

Release of Student Records/Compliance With Release of Student Records to School Officials and Employees of the District (Ec §§49076(A)(1) And 49064(D)): Districts may release educational records, without obtaining prior written parental consent, to any school official or employee, which would include accountants, consultants, contractors, or other service providers, who have a legitimate educational interest in the educational record.

Health Services

Child Health and Disabilities Prevention Program (H&SC §124085): Physical examinations are required as a prerequisite for enrollment in the first grade. Free health screening may be available through the local health department. Failure to comply with this requirement or sign an appropriate waiver may result in exclusion of your child from school for up to five days.

Physical Examination; Parent Refusal to Consent (EC §49451): A child may be exempt from physical examination whenever the parents file, annually, a written statement with the school principal stating that they will not consent to routine physical exam of their child. Whenever there is good reason to believe the child is suffering from a recognized contagious disease, the child will be excluded from school attendance.

Vision Appraisal (EC §49455): The district is required to appraise each student's vision upon initial enrollment and every third year thereafter until the student completes the 8th grade. The appraisal shall include tests for visual acuity and color vision; however, color vision shall be appraised once and only on male students. The evaluation may be waived upon presentation of a certificate from a physician, surgeon, physician's assistant, or optometrist setting out the results of a determination of the student's vision, including visual acuity and color vision.

Scoliosis Screening Notice (EC §§49451 and 49452.5): In addition to the physical examinations required pursuant to Sections 100275, 124035 and 124090 of the Health and Safety Code, the district may provide for the screening of every female student in grade 7 and every male student in grade 8 for the condition known as scoliosis.

Pupil Nutrition/Notice of Free and Reduced Price Meals (EC §§48980(B), 49510, 49520 and 49558): Needy children may be eligible for free or reduced price meals. Details are available at your child's school. Individual records pertaining to student participation in any free or reduced-price meal program may, under appropriate circumstances, be used by school district employees to identify students eligible for public school choice and supplemental educational services pursuant to the federal No Child Left Behind Act. When a household is selected for verification of eligibility for free and reduced meals, the District must notify the parent that their child(ren)'s eligibility is being verified.

Communicable Diseases (EC §48216 and 49403 and H&SC §§120325 and 120335): Effective July 1, 2016, all students must be immunized against the childhood diseases listed in Health and Safety Code § 120325 unless they receive a medical waiver from a physician. Parent/guardians who submitted a Personal Beliefs Exemption prior to January 1, 2016 are exempt from this requirement until their student moves from sixth to seventh grade. The district is authorized to administer immunizing agents to pupils, whose parents have consented in writing, to the administration of such immunizing agent. The district is required to exclude pupils who have not been properly immunized pursuant to Health and Safety Code 120325 and 120335. The district must notify parents that they have two weeks to supply evidence either that the pupil has been properly immunized or is exempted from the requirement.

Medication (EC §49423): Any student who must take prescribed medication at school and who desires assistance of school personnel must submit a written statement of instructions from the physician and a parental request for assistance in administering the medication. Students may also carry and self-administer prescription auto-injectable epinephrine upon the school's receipt of specified written confirmation and authorization from the student's parent and physician or surgeon.

Medical and Hospital Services for Pupils (EC §§49471 and 49472): The district is required to notify parents in writing if it does not provide or make available medical and hospital services for students injured while participating in athletic activities. The district is also authorized to provide medical or hospital services through non-profit membership corporations or insurance policies for student injuries arising out of school-related activities.

Availability of Individualized Instruction/Presence of Pupil With Temporary Disability in Hospital (EC §§48206.3, 48207-48208): Individualized instruction is available to students with temporary disabilities whose disability makes attendance in the regular day classes or alternative education program in which the student is enrolled impossible or inadvisable. Parents of students hospitalized or with a temporary disability shall notify the school district where the student receives care if an individualized instruction program is desired.

Continuing Medication Regimen (EC §49480): Parents of any student on a continuing medication regimen for a non-episodic condition shall inform the school nurse or other designated certificated school employee of the medication(s) being taken, the current dosage, and the name of the supervising physician. (See attached form.) With the consent of the parent, the school nurse may communicate with the physician and may counsel with school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

Sun Protective Clothing/Use Of Sunscreen (EC §35183.5): School sites must allow for outdoor use of sun protective clothing and must provide for the use of sunscreen by students during the school day by an established policy.

Asbestos (40 CFR 763.93): The district has a plan for eliminating health risks that are created by the presence of asbestos in school buildings. It may be reviewed at the district office.

Use of Pesticides (EC §§17612 and 48980.3): School districts are required to inform parents about the use of pesticides on school grounds. (See attached.)

Comprehensive School Safety Plan (EC §§32280 et seq.): Each school is required to report on the status of its school safety plan, including a description of its key elements, in the annual school accountability report card (SARC). The planning committee is required to hold a public meeting to allow members of the public the opportunity to express an opinion about the school plan. The planning committee shall notify specified persons and entities in writing.

Notice of Compliance (EC §32289): A complaint of noncompliance with the school safety planning requirements may be filed with the State Department of Education under the Uniform Complaint Procedures (5 CCR 4600 et seq.).

Tobacco Free Schools (HS §104420): Use of tobacco products at any time by students, staff, parents, or visitors is strictly prohibited in district-owned or leased buildings, on district property, and in district vehicles. This prohibition applies to all employees, students, and visitors at any school sponsored instructional program, activity, or athletic event held on or off district property. Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes.

Exceptions may be made for the use or possession of prescription nicotine products. Any employee or student who violates the district's tobacco-free schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

Synthetic Drugs / Fentanyl Dangers

Fentanyl is a synthetic opioid that is up to 50 times stronger than heroin and 100 times stronger than morphine. Non-prescribed synthetic drug use, such as fentanyl, is a major cause of fatal overdoses in the United States. Illicitly manufactured fentanyl can be found in counterfeit pills and in different forms, including liquids and powders. Please be advised that social media platforms are being used to market and sell fentanyl and other synthetic drugs.

Student Services

Minimum Age Of Admission To Kindergarten (EC §48000): A child shall be eligible for enrollment in kindergarten at the beginning of the school year or at a later time in the same year, if the child has his or her fifth birthday, by September 1 of the school year. Any child who will have his/her birthday between September 2 and December 2 of the applicable school year shall be offered a transitional kindergarten program in accordance with law and district policy. On a case-by-case basis, a child who has reached age five after the date listed above but before the end of the applicable school year, may be admitted to kindergarten with the approval of the child's parent or guardian and subject to board approval in accordance with EC 48000(b).

Prospectus of School Curriculum (EC §49091.14): The curriculum of every course offered by the schools of the district is compiled annually by each school in a prospectus. Each school prospectus is available for review upon request at each school site. Copies are available upon request for a reasonable fee not to exceed the actual copying cost.

English Language Education (EC §310): State law requires that all students be taught English by being taught in English. However, this requirement may be waived by parents with prior written informed consent, which shall be provided annually, under specified circumstances. See your school principal for further information.

State Funded Advanced Placement Examinations (EC §48980(k)): State funds may be available to cover the costs of advanced placement examination fees pursuant to EC §52244.

Special Education (IDEA): State and federal law requires that a free appropriate public education (FAPE) in the least restrictive environment be offered to qualified pupils with disabilities ages 3 through 21 years. More information concerning student eligibility, parental rights, and procedural safeguards are available upon request.

Special Education; Child Find System (EC §56301): Any parent suspecting that a child has exceptional needs may request an assessment for eligibility for special education services through the school principal. Policy and procedures shall include written notification to all parents of their rights pursuant to EC §56300.

Special Education Complaints (5 CCR §3080): State regulations require the district to establish procedures to deal with complaints regarding special education. If you believe that the district is in violation of federal or state law governing the identification or placement of a special education student, or similar issues, you may file a written complaint with the district. State regulations require the district to forward your complaint to the State Superintendent of Public Instruction. Procedures are available from your school principal.

Section 504/Disabled Pupils (Section 504 of the Rehabilitation Act of 1973): Federal law requires districts to annually notify disabled pupils and their parents of the district's non-discriminatory policy and duty under Section 504 of the Rehabilitation Act.

Statement of Nondiscrimination (Title VI Civil Rights Act of 1964): The district is required to have a policy of nondiscrimination on the basis of race, color, national origin, sex, age, or disability. This policy requires notification in native language if the district's service area contains a community of minority persons with limited English language skills. Notification must state that the district will take steps to assure that the lack of English will not be a barrier to admission and participation in district programs. This policy applies to all students insofar as participation in programs and activities is concerned, with few exceptions such as contact sports. In accordance with federal law, complaints alleging noncompliance with this policy should be directed to the school principal. Appeals may be made to the district superintendent. A copy of the district's nondiscrimination policy is available upon request.

Fingerprinting Program (EC §32390): Districts are authorized to offer fingerprinting programs for children enrolled in kindergarten or newly enrolled in the district. If the district has adopted such a program, you will be notified of procedures, applicable fee, and your right to decline your child's participation upon your child's initial enrollment.

Children in Homeless Situations (42 USC §11431- 11435): Each local district shall appoint a liaison for homeless

children who shall ensure the dissemination of public notice of the educational rights of students in homeless situations.

Sex/HDV/AIDS Education

Instruction in Comprehensive Sexual Health Education/HIV and AIDS Prevention (EC §51938): Districts shall annually notify parents about instruction in comprehensive sexual health education and HIV/AIDS prevention education and research on student health behaviors and risks planned for the school year. Written and audiovisual educational materials used in such education are available for inspection. If arrangement for the instruction is made after the beginning of the school year, you will be notified no fewer than 14 days prior to the commencement of any such instruction if the district elects to provide the instruction by outside consultants in class or during an assembly. The notice must include the date of instruction, the name of the organization or affiliation of each guest speaker, and information stating that the parent/guardian has the right to request a copy of the law pertaining to such instruction.

You may request in writing that your child not receive comprehensive sexual health education and/or HIV/AIDS prevention education. The law also authorizes the district to use anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks, including tests, questionnaires, and surveys containing age appropriate questions about the student's attitudes concerning or practices relating to sex. The district must notify you in writing before any such test, questionnaire, or survey is administered and provide you with an opportunity to review the test and request in writing that your child not participate.

Health Instruction/Conflicts With Religious Training and Beliefs (EC §51240): Upon written request of a parent, students shall be excused from the part of any school instruction in health if it conflicts with the religious training and beliefs of a parent.

School Attendance/Attendance Alternatives

California law (EC §48980(h)) requires all school boards to inform each student's parent at the beginning of the school year of the various ways in which they may choose schools for their children to attend other than the ones assigned by school districts. Students who attend schools other than those assigned by the districts are referred to as "transfer students" throughout this notification. There is one process for choosing a school within the district which the parent lives (intradistrict transfer), and potentially three separate processes for selecting schools in other districts (interdistrict transfer). The general requirements and limitations of each process are described as follows:

Choosing a School Within District in Which Parent Lives: The law (EC §35160.5(b)) requires the school board of each district to establish a policy that allows parents to choose the schools their children will attend, regardless of where the parent lives in the district. The law limits choice within a school district as follows:

- Students who live in the attendance area of a school and currently attend the school must be given priority to attend that school over students who do not live in the school's attendance area.
- In cases in which there are more requests to attend a school than there are openings, the selection process must be "random and unbiased," which generally means students must be selected through a lottery process rather than on a first-come, first-served basis. A district cannot use a student's academic or athletic performance as a reason to accept or reject a transfer.
- Each district must decide the number of openings at each school which can be filled by transfer students. Each district also has the authority to keep appropriate racial and ethnic balances among its schools, meaning that a district can deny a transfer request if it would upset this balance or would leave the district out of compliance with a court-ordered or voluntary desegregation program.
- A district is not required to provide transportation assistance to a student that transfers to another school in the district under these provisions.
- If a transfer is denied, a parent does not have an automatic right to appeal the decision. A district may, however, voluntarily decide to put in place a process for parents to appeal a decision.

Choosing a School Outside District in Which Parent Lives: Parents have three different options for choosing a school outside the district in which they live. The three options are:

- *Option l: Districts of Choice (EC §§48300 through 4831l5):* The law allows, but does not require, each school district to become a "district of choice" – that is, a district that accepts transfer students from outside the district under the terms of the referenced Education Code sections. If the school board of a district decides to become a "district of choice," it must determine the number of students it is willing to accept in this category each year and make sure that the students are selected through a "random and unbiased" process, which generally means a lottery process. If the district chooses not to become a "district of choice," a parent may not request a transfer under these provisions. Other provisions of the "district of choice" option include:

    - Either the district a student would transfer to or the district a student would transfer from may deny a transfer if it will negatively affect the racial and ethnic balance of the district, or a court-ordered or voluntary desegregation plan. A district of choice cannot deny a transfer request on the basis that the costs to provide services exceeds the revenue received, but it may reject a request if doing so would require the creation of a new program. However, the district of choice may not deny the transfer of any special needs student, including an individual with exceptional needs, or an English Learner student, even if the cost to educate the student exceeds the revenue received or the creation of a new program is required. The district a student would be leaving may also limit the total number of students transferring out of the district each year to a specified percentage of its total enrollment, depending on the size of the district.
    - Communications to parents or guardians by a school district of choice shall be factually accurate and shall not target students based upon academic ability, athletic performance, or other personal characteristics.
    - No student who currently attends a school or lives within the attendance area of a school can be forced out of that school to make room for a student transferring under these provisions.
    - Siblings of students already attending school in the "district of choice" and children of military personnel must be given transfer priority.
    - A parent may request transportation assistance within the boundaries of the "district of choice." The district is required to provide transportation only to the extent it already does so.

- *Option 2: Other lnterdistrict Transfers (EC §§46600 et seq.):* The law allows two or more districts to enter into an agreement for the transfer of one or more students for a period of up to five years. New agreements may be entered into for additional periods of up to five years each. The agreement must specify the terms and conditions under which transfers are permitted. There are no statutory limitations on the kinds of terms and conditions districts are allowed to place on transfers. The law on interdistrict transfers also provides for the following:

    - If either district denies a transfer request, a parent may appeal that decision to the county board of education. There are specified timelines in the law for filing an appeal and for the county board of education to make a decision.

- *Option 3: Parental Employment in Lieu of Residency Transfers (EC §48204(b)):* If at least one parent or legal guardian of a student is physically employed in the boundaries of a school district other than the one in which they live for a minimum of 10 hours during the school week, the student may be considered a resident of the school district in which his/her parents work. This code section does not require that a school district accept a student requesting a transfer on this basis, but a student may not be rejected on the basis of race/ethnicity, sex, parental income, academic achievement, or any other "arbitrary" consideration. Other provisions of EC §48204(b) include:

    - Either the district in which the parent or legal guardian live or the district in which the parent or legal guardian works may prohibit the student's transfer if it is determined that there would be a negative impact on the district.

- The district in which the parent or legal guardian works may reject a transfer if it determines that the cost of educating the student would be more than the amount of government funds the district would receive for educating the student.
- There are set limits (based on total enrollment) on the net numbers of students that may transfer out of a district under this law, unless the district approves a greater number of transfers.
- There is no required appeal process for a transfer that is denied. However, the district that declines to admit a student must provide in writing to the parent or legal guardian the specific reasons for denying the transfer.

Open Enrollment Act (EC § 48350 et seq.): Whenever a student is attending a district school on the Open Enrollment List, as identified by the Superintendent or his/her designee, he/she may apply to transfer to another school within or outside of the District, if the school to which he/she is transferring has a higher Academic Performance Index.

Districts with a school on the List must notify the parents/guardians at that school on the first day of the school year of their option to transfer to another public school. Information regarding the application process and applicable deadlines can be obtained from the district office.

This summary provides an overview of the laws applicable to school attendance for each alternative. Additional information is available upon request.

Notice of Alternative Schools (EC §58501): State law authorizes all school districts to provide for alternative schools. Education Code section 58500 defines an alternative school as a school or separate class group within a school that is operated in a manner designed to:

(1) Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
(2) Recognize that the best learning takes place when the student learns because of his/her desire to learn.
(3) Maintain a learning situation maximizing student self-motivation.
(4) Maximize the opportunity for teachers, parents and students to cooperatively develop the learning process and its subject matter. This opportunity shall be a continuous, permanent process.
(5) Maximize the opportunity for the students, teachers, and parents to continuously react to the changing world, including but not limited to the community in which the school is located. In the event any parent, student, or teacher is interested in further information concerning alternative schools, the County Superintendent of Schools, the administrative office of this district, and the principal's office in each attendance area shall have copies of the law available for your information. This law particularly authorizes interested persons to request that the governing board of the district to establish alternative school programs in each district.

Grade Reduction/Loss of Academic Credit (EC §48980(j)): No student shall have his/her grade reduced or lose academic credit for any excused absence pursuant to EC §48205 for missed assignments/tests that can reasonably be provided/completed.

Absences for Confidential Medical Services (EC §46010.1): Students in grades 7-12 and their parents are notified that the law permits schools to excuse students for the purpose of obtaining confidential medical services without parental consent. District policy regarding excusing such absences is available upon request.

Absence for Religious Instruction (EC §46014): Districts may allow pupils with parent consent to be excused to participate in religious exercises/instruction.

Notice of Minimum Days and Pupil-Free Staff Development Days (EC §48980(c)): The district is required to annually notify parents of its schedule(s) of minimum days and student-free staff development days at the beginning of the year or as early as possible, but no later than one month prior to the start of school.

Miscellaneous

Non-Mandatory Programs for Parental/Pupil Participation (EC §49091.18): Schools may not require a student or student's family to submit to or participate in any assessment, analysis, evaluation, or monitoring of the quality or character of student home life, parental screening or testing, nonacademic home-based counseling program, parent training, or prescribed family educational service plan.

Sex Equity in Career Planning (EC §221.5(d)): Parents shall be notified in advance of career counseling and course selection commencing with course selection in Grade 7, to promote sex equity and allow parents to participate in counseling sessions and decisions.

Drug Free Campus (Alcohol and Other Drug Use Prevention Education): Possession, use, or sale of narcotics, alcohol, or other controlled substances is prohibited and strictly enforced at all school activities. Records will be forwarded to local law enforcement, and district sanctions will result from violations.

Right to Refrain from Harmful use of Animals (EC §§32255 et seq.): Pupils may choose to refrain from participating in educational projects involving the harmful or destructive use of animals.

No Child Left Behind Act of 2001 (20 USC §§6301 et seq.): Under the NCLB, parents have the following rights:

- Information Regarding Professional Qualifications of Teachers, Paraprofessionals, and Aides: Upon request, parents have a right to information regarding the professional qualifications of their student's classroom teachers, paraprofessionals, and aides. This includes whether the teacher meets the state qualifications and licensing criteria for the grades and subjects s/he teaches, whether the teacher is teaching under an emergency permit or other provisional status because of special circumstances, the teacher's college major, whether s/he has any advanced degrees and the subject(s) of those degrees, and whether any instructional aides or paraprofessionals provide services to your child and, if so, their qualifications. Districts shall also notify parents if their child has been assigned to or has been taught for 4 or more consecutive weeks by a teacher who is not highly qualified.
- Information Regarding Individual Student Reports on Statewide Assessments: Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.
- Limited English Proficient Students: The Act requires prior notice be given to parents of limited English proficient students regarding limited English proficiency programs, including the reasons for the identification of the student as limited English proficient, the need of placement in a language instruction educational program, the student's level of English proficiency, how such level was assessed, the status of the student's academic achievement, the methods of instruction used in the programs available, how the recommended program will meet the student's needs, program performance, parent options to remove a student from a program and/or to decline initial enrollment, and expected rate of transition into classrooms not tailored for limited English proficient students
- Non-Release of Information to Armed Forces Recruiters: Upon written request, parents may direct that their student's name, address, and telephone listing not be released without prior written parental consent.

The information provided above is available upon request from your child's school or the district office. Additional notices that may be required under the No Child Left Behind Act shall be sent separately.

Uniform Complaint Procedures (5 CCR §4622): The district is required to annually notify parents, pupils, employees, district, and school advisory committees and other interested parties in writing of its required Uniform Complaint Procedures. The Uniform Complaint Procedures apply to:

- Adult Education
- After School Education and Safety
- Agricultural Vocational Education
- American Indian Education Centers and Early Childhood Education Program Assessments
- Career Technical Education

- Child Care and Development (including State Preschool)
- Child Nutrition
- Discrimination, harassment, intimidation, bullying, student lactation accommodations, and Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) resources
- Foster and Homeless Students
- Local Control Funding Formula (LCFF) and Local Control and Accountability Plans (LCAP)
- No Child Left Behind Act (2001) programs (Titles I-VII), including improving academic achievement, compensatory education, English learner programs, and migrant education (to be replaced by the Every Student Succeeds Act [ESSA] beginning in 2016-17)
- Physical Education: Instructional Minutes
- Pupil Instruction: Course Periods Without Educational Content or Previously Completed Courses
- Regional Occupational Centers and Programs
- Special Education
- Tobacco-Use Prevention Education
- Unlawful Pupil Fees

Uniform Complaints – Discriminatory Instructional Materials and Curricula
School district governing boards, county boards of education, and charter school governing bodies are prohibited from adopting or approving the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction that would subject a student to unlawful discrimination pursuant to Education Codes section 220.

Complaints alleging a violation of this law may be filed under the Local Educational Agency (LEA)'s uniform complaint procedures or may be filed with the State Superintendent of Public Instruction (State Superintendent) directly. Complaints filed directly with the State Superintendent must identify the basis for the direct filing and why immediate action is necessary. The State Superintendent may directly intervene without waiting for an investigation by the LEA. Complaints may be filed by a member of the public, including anyone electing to file anonymously, if the complaint provides evidence or information supporting the allegation. (Education Code section 244.)

School Buses/Passenger Safety (EC§39831.5): Districts are required to provide safety regulations to all new students and students who have not previously been transported by school bus.

Megan's Law Notification (Penal Code §290.4): Parents and members of the public have the right to review information regarding registered sex offenders at the main office of the local law enforcement agency for this school district.

Excused Absences (EC §48205):
(a) Notwithstanding Section 48200, a pupil shall be excused from school when the absence is:
1. Due to his or her illness, including an absence for the benefit of the pupil's mental or behavioral health.
2. Due to quarantine under the direction of a county/city health officer.
3. For the purpose of having medical, dental, optometric, or chiropractic services rendered.
4. For purposes of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five days per incident.
5. For the purpose of jury duty in the manner provided for by law.
6. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child, for which the school shall not require a note from a doctor.
7. For justifiable personal reasons, including, but not limited to, an attendance or appearance in court, attendance at a funeral service, observance of a holiday or ceremony of the pupil's religion, attendance at a religious retreat, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization, when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board of the school district.

8. For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.
9. For purposes of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the superintendent of the school district.
10. For purposes of attending the pupil's naturalization ceremony to become a United States citizen.
11. For purposes of participating in a cultural ceremony or event.
12. (A) For purposes of a middle school or high school pupil engaging in a civic or political event, as provided in subparagraph (B), provided that the pupil notifies the school ahead of the absence.
    (B) (i) A middle school or high school pupil who is absent pursuant to subparagraph (A) is required to be excused for only one school day-long absence per school year.

    (ii) A middle school or high school pupil who is absent pursuant to subparagraph (A) may be permitted additional excused absences in the discretion of a school administrator, as described in subdivision (c) of Section 48260.

13. (A) For any of the purposes described in clauses (i) to (iii), inclusive, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died, so long as the absence is not more than three days per incident.
        (i) To access services from a victim services organization or agency.
        (ii) To access grief support services.
        (iii) To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.
    (B) Any absences beyond three days for the reasons described in subparagraph (A) shall be subject to the discretion of the school administrator, or their designee, pursuant to Section 48260.

14. Due to the pupil's participation in military entrance processing.

15. Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.

(b) A pupil absent from school pursuant to this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit for those assignments and tests. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

(c) For purposes of this section, attendance at religious retreats shall not exceed one school day per semester.

(d) Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

(e) For purposes of this section, the following definitions apply:

(1) A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

(2) "Cultural" means relating to the practices, habits, beliefs, and traditions of a certain group of people

(3) "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

(4) "Victim services organization or agency" has the same meaning as defined in subdivision (j) of Section 12945.8 of the Government Code.

Investing For Future Education (EC §48980(d)): Parents are advised of the importance of investing for higher education for their children and of considering appropriate investment options, including, but not limited to, United States savings bonds.

Complaints Concerning Deficiencies Related to Instructional Materials, Etc. (EC §35186): A uniform complaint process is available to help identify and resolve deficiencies related to instructional materials, emergency or urgent facility conditions that pose a threat to the health and safety of pupils or staff, teacher vacancy or misassignment, and intensive instruction and services provided to pupils who have not passed one or both parts of the high school exit examination after 12th grade. Notice of the complaint process and location at which to obtain a complaint form should be posted in the classrooms.

School Accreditation (EC §35178.4): Requires a school district to notify each parent or guardian of a pupil in a school that has lost its accreditation status and the potential consequences of the school's loss of status, in writing or by posting the information on the school district's or school's Internet Website, or by any combination of these methods.

Pupil Fees (EC §49010 et seq.): The district is required to establish policies concerning the provision of a free education to pupils. The district is also required to establish policies for filing a complaint of noncompliance under this section using the Uniform Complaint Procedures. Notice of the district's fee policies and complaint process shall be provided to pupils, parents, guardians, and employees on an annual basis.

Open Campus/Off-Campus Lunches (EC § 44808.5): District high schools and 6-12 schools permit students to leave the campus during lunch period. Neither the school district nor any of its officers or employees shall be liable for the conduct or safety of any pupil during such time as the pupil has left the school grounds.

Distance Learning (EC 43504 (d)(1)): A pupil who does not participate in distance learning on a school day shall be documented as absent for that day.

Apprenticeship and Pre-Apprenticeship Programs (AB 2179) Notice:
CA Education Code 48980.5. The notification is required pursuant to Section 48980 for the parents or guardians of pupils admitted to, or advancing to, grades 11 and 12. The District shall use the database of registered program sponsors provided on the internet website of the Department of Industrial Relations' Division of Apprenticeship Standards (DAS) to assist students in locating apprenticeship opportunities. See the DAS webpage for more information: https://www.dir.ca.gov/das/. The District may use contact information contained in the Division of Apprenticeship Standard's database to obtain information or materials, including, but not limited to, pamphlets or brochures. AB 2179 adds Education Code section 48980.5 which makes this a mandatory annual notice provision for LEAs serving students in grades 11 to12. LEAs must also include the following direct link to the State Division of Apprenticeship Standards database on the LEA's website: https://www.dir.ca.gov/das/.

Alameda Unified School District's Attendance Procedures

Students who are alert and ready to learn in school each day make the most of the learning opportunities offered. Regular attendance is important to student success in school and beyond. The following rules and regulations based on CA State Education Code and AUSD School Board policy are intended to help us work together to promote positive outcomes for all students.

Parent/Guardian's Legal Attendance Responsibilities:
Parent/Guardians are legally responsible for ensuring that each child between 6 and 18 years of age attends school during the entire school year. Parents of truant students may be held civilly and criminally accountable for their children's truancy. (State Education Code 48293, Penal Code 270.1)

- Students should attend school daily, arriving on time.
- Students should come to school prepared to actively participate in their education.
- Students should be in their seats and ready to work when the tardy bell sounds for every period. Parents/guardians are responsible for reporting any and all absences to the school's attendance office, not the classroom teacher.
- Parents/guardians are responsible for maintaining an awareness of their legal obligation to have their child attend school each day.

Absence Procedures and Communications:
When a child is absent from school, it is his or her parent/guardian's responsibility to call the school each day to validate the absence. Automated calls go out daily for absences that have not been reported. Absences that are not reported are considered unexcused after 48 hours.

Students absent for any reason are also required to submit a note to the Attendance Office upon return.
Parent calls, emails and notes for absences must include:

- The date(s) of the absence(s)
- The first and last name of the student
- The reason for the absence
- The parent/guardian's name/signature and date
- In addition, for medical/dental appointments a doctor's note must be provided

Unexcused reasons for absences and/or not following procedures will result in the student being credited with unexcused absences, which will contribute to their truancy.

Student Absences:
Absences are considered excused absences only if they meet the criteria established by the state of California. All other absences are considered unexcused. (Education Code Section 48205)

Absences From School Are Excused Only in the Following Cases (per Ed Code 48205):
(a) Notwithstanding Section 48200, a pupil shall be excused from school when the absence is:
- **(1)** Due to the pupil's illness, including an absence for the benefit of the pupil's mental or behavioral health.*
- **(2)** Due to quarantine under the direction of a county or city health officer.
- **(3)** For the purpose of having medical, dental, optometry, or chiropractic services rendered.
- **(4)** For the purpose of attending the funeral services or grieving the death of either a member of the

pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five days per incident.

(5) For the purpose of jury duty in the manner provided for by law.

(6) Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child, for which the school shall not require a note from a doctor.

(7) For justifiable personal reasons, including, but not limited to, an attendance or appearance in court, attendance at a funeral service, observance of a holiday or ceremony of the pupil's religion, attendance at a religious retreat, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization, when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board of the school district.

(8) For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.

(9) For the purpose of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the superintendent of the school district.

(10) For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.

(11) For the purpose of participating in a cultural ceremony or event.

(12)

(A) For the purpose of a middle school or high school pupil engaging in a civic or political event, as provided in subparagraph (B), provided that the pupil notifies the school ahead of the absence.

(B)

i. A middle school or high school pupil who is absent pursuant to subparagraph (A) is required to be excused for only one school day-long absence per school year.

ii. A middle school or high school pupil who is absent pursuant to subparagraph (A) may be permitted additional excused absences in the discretion of a school administrator, as described in subdivision (c) of Section 48260.

(13)

(A) For any of the purposes described in clauses (i) to (iii), inclusive, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died, so long as the absence is not more than three days per incident.

i. To access services from a victim services organization or agency.

ii. To access grief support services.

iii. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

(B) Any absences beyond three days for the reasons described in subparagraph (A) shall be subject to the discretion of the school administrator, or their designee, pursuant to Section 48260.

(14) Due to the pupil's participation in military entrance processing.
(15) Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.

(b) A pupil absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefor. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.
(c) For purposes of this section, attendance at religious retreats shall not exceed one school day per semester.
(d) Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.
(e) For purposes of this section, the following definitions apply:

(1) A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
(2) "Cultural" means relating to the practices, habits, beliefs, and traditions of a certain group of people.
(3) "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.
(4) "Victim services organization or agency" has the same meaning as defined in paragraph (7) of subdivision (g) of Section 230.1 of the Labor Code.

*When a student has had 14 verified absences within the school year due to illness (physical health or mental/behavioral health), any further absences must be verified by a physician or clinician for them to be excused as per this policy.

- Rationale: *Child Find* is a legal requirement for schools to identify children who have disabilities and need services. Excessive absences (more than 14 days per school year) could be symptomatic of a larger issue like anxiety or depression. Chronic absences combined with academic and/or social struggles *might* be a reason to suspect a disability. A student with excessive absences for documented medical appointments may warrant a closer look at the underlying medical issues, the related impact on the student's academic progress from missed instruction time, and the possible need for accommodations. We thank you in advance for this partnership to ensure students have equal access to their education.
- Medical notes to excuse extended absences must be renewed every 30 days. The notes do not need to list any information that may violate HIPAA privacy laws; however, they should indicate the necessity for the absence (ex. medication adjustment and management). Please work with your site administrator or counselor to develop a plan to support the student during the absence.

Absence-Related Make-Up Work:

The student is responsible for obtaining make-up work from the teachers upon returning to school and for following each teacher's make-up policy. Teachers are not required to give students make-up work for any unexcused absences. At the discretion of the teacher, the opportunity to make up schoolwork missed may be given. Students are encouraged to contact and may request homework by email or by contacting the office on the third consecutive day of absence. We strongly encourage students to set up a homework "buddy" to stay current with assignments.

Contracted Short-Term Independent Study:
(For students who will be gone between five to fifteen consecutive school days).

An option for students who must miss school for unavoidable reasons and will be absent for *at least* five (5) and *up to* fifteen (15) consecutive school days. This is typically due to an emergency, funeral, religious purposes, student safety issues, family vacation, etc. A student may not exceed more than fifteen (15) Short Term Contracted Independent Study days per school year. (Education Code Section 51747(h)(2)(i))

To be eligible, a student's parent/guardian must apply for Short Term Independent Study at their school's attendance office at least five days before the student's absence begins. A student must be in good standing in order for the contract to be awarded.

If the contract is granted, the school will collect work for your student to complete during your time away. All contract work MUST be submitted the day your student is expected to return to school. Late work will be considered invalid.

Arriving to School Late:
Students who arrive to class after the scheduled start time are considered tardy. Tardy students, especially at the secondary level, may be required to attend after school detention. Students who are 30 minutes late without a valid excuse three or more times are considered truant. Students who regularly arrive late to school may be excluded from extracurricular activities, including proms, athletics, and graduation ceremonies, and/or referred to the School Attendance Review Board (SARB).

Late (Tardy) Procedure:
Students who come to school after the bell has rung must report to the Attendance Office to get an admit slip before going to class. A note or telephone call is required from a parent or guardian every time a student is tardy to school.

Leaving School Early:
Whenever students must leave school early, whether they will return to school that day, they should bring a note regarding the early dismissal to the Attendance Office before school starts. The note must be signed by the parent and indicate the time the student is to be dismissed, the reason for the early dismissal, and the name of the person who will be picking the student up from the office. That person must be the parent or one of the adult designees on the student's emergency contacts list. At the early dismissal time, the adult must come to the office and sign the student out.

Note: Students leaving school early 30 minutes or more without a valid excuse will be marked as unexcused.

Truancy:
All absences for a full or partial day that have not been excused per Education Code 48205 and AUSD Board Policy within 48 hours will be considered unexcused. Unexcused absences lead to truancy. A student is considered truant once they have accumulated 3 or more unexcused full or partial day absences within a school year.

What Happens When a Student has Excessive Unexcused Absences?

Student Attendance Review Team (SART):
AUSD has determined the SART process may begin with:
* 6 or more unexcused all-day absences
* 6 or missing 30 minutes or more of school/period for an unexcused reason
* 6 or more period absences

SART is a School Site Team which includes the parent and the student, principal or designee, and other adults invested in the student's success. The goal of this team is to identify possible solutions to improve the student's attendance and/or behavior.

At this meeting, the student agrees to abide by the directions of the School Attendance Review Team (SART) as outlined below.

1. Attend school regularly and on time each day.
2. Abide by school rules and regulations.
3. Obey the directions of my teachers and administrators.
4. Complete any class assignments.
5. Develop a positive attitude about school.
6. Other

Parent(s) agree to abide by the directions of the School Attendance Review Team (SART) as outlined below.

1. Cooperate with school officials
2. Ensure student's compliance with SART directives
3. Comply with SART's assignments of specific parental responsibilities
4. Notify the attendance office if student violates agreement. Obtain medical notes when student is absent for more than one day.
5. Attend classes with student after next incidence of truancy/misbehavior.
6. Pick up, or plan to have student's homework picked up if they will be out of school more than two days
7. Bring student to school daily and on time
8. Talk with student in positive terms about school
9. Other

The School Attendance Review Team (SART) is a school-site intervention designed to resolve absence and/or behavioral patterns. It takes place before the SARB meeting, which is a District-level intervention. Failure to abide by the intervention plan developed in SART will result in a referral to the SARB process.

The SART contract will be monitored for 15, 30, and 45 days. SARB Hearings are held at the Alameda Unified School District office (2060 Challenger Dr, Alameda)

School Attendance/Behavior Review Board (SARB):
The SARB process begins when the school site identifies an attendance and/or behavioral concern. A series of intervention/support steps will take place concluding with the district level SARB Meeting or, in some cases, a referral to Alameda County Office of Education for county-level interventions/supports.

At the SARB Hearing:

- The school principal or assistant principal and/or counselor share the attendance record.

- SARB members ask the student and parent to explain why the student is not attending school.
- SARB members make recommendations to assist the family and student.
- The student and parent sign a SARB attendance contract.

What does the SARB contract mean?

- The contract is a promise that the student will attend school every day and be on time
- The student/parent will either provide a doctor's note or have the student checked by the school nurse for illness related absences
- The student/parent also promise to follow all other conditions on the contract, which could include obeying school rules, participating in a parenting class, attending counseling sessions or other conditions
- Violation of the contract could result in a referral to the Alameda County Office of Education for additional interventions/supports.

What can SARB recommend for students?

- Counseling programs for the student and/or family
- Parenting classes to support parents
- A student transfer to an alternative school or program
- Assistance from other agencies and programs like Alameda Family Services, housing programs, food banks, etc.
- After-school tutoring
- Coordinated health care support between the doctor and the school nursing staff

Specific laws related to school attendance:

- **Education Code 48200** - Students between the ages of 6 and 18 years must attend school.
- **Education Code 48260** - A student is a truant when they are absent from school without a valid excuse for three full days in one school year or tardy for more than any 30-minute period during the school day three times.
- **Education Code 48263** - Truant students may be referred to SARB.
- **Education Code 48293 and Penal Code 272** - Parents are responsible for sending their children to school or they will face charges in court.
- **Education Code 48293 (a)** - A parent or guardian may be held responsible if a student does not follow the SARB contract.
- **Vehicle Code 13202.7** - The court may revoke or delay a driver's license of a student between the ages of 13 and 18 if they are a habitual truant.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Alameda Unified School District Student Conduct, Positive School Culture, and Sexual Harassment Policies

Student Conduct Policy

The Board of Education believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation.

Conduct is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful toward their teachers, other staff, students, and volunteers.

Prohibited student conduct includes but is not limited to:

(1) Conduct that endangers students, staff, or others
(2) Conduct that disrupts the orderly classroom or school environment
(3) Harassment of students or staff (such as bullying, cyberbullying, intimidation, hazing or initiation activity, ridicule, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause bodily harm or emotional suffering) in accordance with the section entitled "Bullying/Cyberbullying" below

"Cyberbullying" includes the transmission of communications, posting of harassing messages, direct threats, social cruelty, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation or friendships.

(1) Damage to or theft of property belonging to students, staff, or the district
(2) Possession or use of a laser pointer, unless used for a valid instructional or other school-related purpose

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

(1) Use of profane, vulgar, or abusive language
(2) Plagiarism or dishonesty in schoolwork or on tests
(3) Inappropriate attire
(4) Tardiness or unexcused absence from school
(5) Failure to remain on school premises in accordance with school rules
(6) Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drug in violation of school rules

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Students who violate district or school rules and regulations may be subject to discipline including but not limited to suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or co-curricular activities in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

Students also may be subject to discipline for any off-campus conduct during non-school hours which 1) poses a threat or danger to the safety of students, staff, or district property or 2) substantially disrupts the educational program of the district or any other district in accordance with law, Board policy, or administrative regulation.

Possession/Use of Cellular Phones and Other Mobile Communication Devices

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to health-related purposes. (Education Code 48901.5)

Students may possess or use on school campus personal electronic signaling devices including, but not limited to, pagers and cellular/digital telephones, as well as other mobile communications devices including, but not limited to, digital media players, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, and laptop computers, provided that such devices do not disrupt the educational program or school activity and are not used for illegal or unethical activities such as cheating on assignments or tests.

If a disruption occurs or a student uses any mobile communications device for improper activities, a school employee shall direct the student to turn off the device and/or shall confiscate it. If the school employee finds it necessary to confiscate the device, he/she shall return it at the end of the class period or school day.

In accordance with the Board's policy and administrative regulation on search and seizure, a school official may search a student's mobile communications device including but not limited to reviewing messages or viewing pictures.

Students shall not use mobile communications devices, even in hands-free mode, while driving on school grounds or to or from a school- related activity.

A student who violates this policy may be prohibited from possessing a mobile communications device at school or school-related events and/or may be subject to further discipline in accordance with Board policy and administrative regulation.

Bullying/Cyberbullying

The Board desires to prevent bullying by establishing a positive, collaborative school climate and clear rules for student conduct.

The district may provide students instruction, in the classroom or other educational settings, that promotes communication, social skills, and assertiveness skills and that educates students about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying. This instruction may involve parents/guardians, staff, and community members.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians and students also may be provided with similar information.

Students may submit a verbal or written complaint of conduct they consider to be bullying to a teacher or administrator and may also request that their name be kept in confidence. The Superintendent or designee may establish other processes for students to submit anonymous reports of bullying. Complaints of bullying or harassment shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is suspected of or reported to be using electronic or digital communications to engage in cyberbullying against other students or staff or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and a determination of the impact or potential impact on school activity or school attendance. Students shall be encouraged to save and print any messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

Any student who engages in cyberbullying using district-owned equipment on school premises or off campus in a manner that impacts a school activity or school attendance shall be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Positive School Climate Policy

The Board of Education desires to enhance student learning by providing an orderly, caring, and nurturing educational and social environment in which all students can feel safe and take pride in their school and their achievements. The school environment should be characterized by positive interpersonal relationships among students and between students and staff.

All staff are expected to serve as role models for students by demonstrating positive, professional attitudes and respect toward each student and other staff members. Teachers shall use effective classroom management techniques based on clear expectations for student behavior.

Staff shall consistently enforce Board policies and regulations which establish rules for appropriate student conduct, including prohibitions against bullying, cyberbullying, harassment of students, hazing, other violence or threats of violence against students and staff, and drug, alcohol, and tobacco use.

The district's curriculum shall include age-appropriate character education which includes but is not limited to the principles of equality, human dignity, mutual respect, fairness, honesty, and citizenship. Teachers are encouraged to employ cooperative learning strategies that foster positive interactions in the classroom among students from diverse backgrounds.

The Superintendent or designee may develop other strategies to enhance students' feelings of connectedness with the schools, such as campus beautification projects, graffiti removal, development of extracurricular activities and after-school programs, pairing of adult mentors with individual students, recognition of student achievement, and encouragement of strong family and community involvement in the schools.

Students shall have opportunities to voice their concerns about school policies and practices and to share responsibility for solving problems that affect their school.

The schools shall promote nonviolent conflict resolution techniques in order to encourage attitudes and behaviors that foster harmonious relations. As part of this effort, students shall be taught the skills necessary to reduce violence, including communication skills, anger management, bias reduction, and mediation skills.

Staff shall receive professional development designed to improve classroom management, conflict resolution techniques, and communications with students and parents/guardians including persons of diverse backgrounds.

Sexual Harassment Policy

The Board of Education is committed to maintaining an educational environment that is free from harassment and discrimination. 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 district complaint processes.

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:

What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex

A clear message that students do not have to endure sexual harassment

Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained

Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

Complaint Process

Any student who feels that he/she is being or has been sexually harassed by a school employee, another student, or a non-employee on school grounds or at a school-related activity (e.g., a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

Disciplinary Actions

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 4-12, 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.

Confidentiality and Record Keeping

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)

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 the schools.

ALAMEDA UNIFIED SCHOOL DISTRICT
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AUSD Student Community Agreement

AUSD values creating safe and welcoming environments for all. We are committed to providing school communities that support and celebrate the full diversity of our community.

We believe that all AUSD students and staff have the right to fully participate in a safe educational environment, free from hate behaviors, including derogatory references to race, color, ancestry, national origin, religion, age, ability, medical condition, sex, gender, sexual orientation, and gender expression. As such, AUSD will not tolerate behavior which insults, degrades, or stereotypes any race, gender, orientation, mental or physical ability, or any other basis.

The intent of this contract is to prevent hostile environments on school grounds created via speech, writings, images, or social media. AUSD will take a proactive stance on hate speech and slurs, even if perceived to be vernacular, slang, or popular terminology.

Any student who is found to have used hate speech at school or through social media will be subject to a range of possible consequences and requirements. Those could include restorative practices, a loss of school privileges, disciplinary action, and, where the speech includes threats, referrals to law enforcement. This expectation is supported by AUSD's Positive Behavior Expectations and Discipline Matrix.

AUSD believes that school culture and climate is a collective responsibility. By signing below, students and families acknowledge our basic expectations and shared responsibility around this important topic.

AUSD Board Policy 5145.9

California Education Code

AUSD Positive Behavior Expectations and Discipline Matrix

_____
Student Name (First and Last)

_____
Parent/Caregiver

_____
Date

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Alameda Unified School District Anti-Bullying Statement

Alameda Unified School District (AUSD) believes all students have a right to an inclusive, safe, and secure learning environment. AUSD recognizes schools must be physically and emotionally safe for all students in order to promote and support academic achievement, citizenship, student attendance and engagement. For these reasons, AUSD has developed a comprehensive anti-bullying program to promote these goals.

Alameda Unified School District will not tolerate behavior that infringes on the safety and emotional well-being of any student or adult. Our schools and district will not tolerate acts of bullying, intimidation, or harassment of any student through words and actions.

"Bullying" is legally defined by California Education Code 48900(r) as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. These acts can be reasonably perceived as being dehumanizing, intimidating, hostile, humiliating, threatening, or otherwise likely to evoke fear of physical harm or emotional distress. Bullying may be motivated either by bias or prejudice based upon any actual or perceived characteristic (such as race, religion, ancestry, national origin, gender, sexual orientation, or gender identity or expression); a mental, physical or sensory disability or impairment; or by any other distinguishing characteristic. An "electronic act" means the transmission of a communication (including but not limited to a message, text, sound, or image, or a post on a social network internet website) by means of an electronic device (including but not limited to a telephone, wireless telephone or other wireless communication device, computer or pager). A "reasonable pupil" means a pupil (including but not limited to an exceptional needs pupil) who exercises average care, skill, and judgment in conduct for a person of his or her age or for a person of his or her age with his or her exceptional needs.

There is an expectation all students, staff, parents, and volunteers demonstrate behavior that is respectful and civil. AUSD will not tolerate bullying. It is essential that Alameda Unified School District adults also model appropriate behaviors as positive examples for student behavior.

AUSD expects students, staff, and parents to immediately report any incident of bullying to the principal or designee. Students, parents, and staff members who observe or experience any incident of bullying are also encouraged to complete and submit the "Student Bullying Report Form" available on the school's website and AUSD Student Services webpage. Staff members are expected to immediately intervene when they observe bullying in a thorough and confidential manner.

AUSD expects all students to conduct themselves in a manner that demonstrates the proper regard for the rights and welfare of other students, staff, parents, and community members. All teachers will discuss this policy with their students in an age-appropriate manner and should assure students that they need not endure any form of bullying.

Students who bully are in violation of these guidelines and are subject to disciplinary action up to and including expulsion (Education Code 48900(r)).

District procedures for preventing and intervening in bullying behavior include but are not limited to the following:

- All staff, students, and parents will receive a copy of these guidelines prohibiting bullying at the beginning of the school year.
- The school's principal or designee will keep a report of bullying and the results of confidential investigation.
- All staff will immediately intervene to an appropriate degree whenever they observe or become aware of bullying.
- Non-staff members who observe or become aware of bullying are strongly encouraged to report the incident in order to support the school's efforts to promote a safe learning environment.

This statement applies to every form of bullying, harassment, and/or cyber-bullying/harassment, whether in the classroom, on school premises, when a student is traveling to or from school, or at a school-sponsored event. Bullying or harassment, including cyber-bullying/harassment, that is not initiated at a location defined above is covered by this policy if the incident results in a potentially material or substantial disruption of the school learning environment for one or more students and/or the orderly day-to-day operations of any school or school program.

Revised 7/2017

ALAMEDA UNIFIED SCHOOL DISTRICT
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Alameda Unified School District Student Bullying Report Form

It is the intent of the AUSD Governing Board to provide a process for students, parents, and members of the community to address complaints of bullying to appropriate district personnel and to receive a prompt response to this complaint without fear of retaliation.

It is also the intent of the Governing Board to protect students or personnel from unfair and unfounded accusations, to conduct a prompt and reasonable investigation, and to resolve any complaints in accordance with school and district policies and procedures. Complaints shall be investigated in a manner that protects the confidentiality of the parties.

Submission of this report form is encouraged; however, oral reports shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report. Any student who feels she/he is a victim of bullying should immediately contact a teacher, counselor, principal, or staff person. Staff shall assist students and/or parents in completing the bullying complaint form, as requested.

Name of Student: _____ Date of Report: _____

Parent/Guardian/Community Member: _____

(Filing This Complaint on Behalf of a Student): _____

Person(s) Your Complaint Involves: _____

Where did the incident take place? _____

Did you report this incident of bullying? Yes No

If yes, to whom? _____

When? _____

Please describe your complaint in as much detail as possible. (Use extra sheets of paper if necessary.) _____

Revised 7/2017

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Alameda Unified School District Student Acceptable Use Policy (SAUP)

Purpose

The Alameda Unified School District (AUSD) provides technology, network, devices, and internet services for the specific and limited purpose of achieving the district's goals and accomplishing its educational and organizational purposes. All other activities are prohibited. AUSD technology, network, devices, and internet services always remain the property of the district. All students must comply with AUSD Board Policy BP6163.4 and its supporting Administrative Regulation AR6163.4.

Terms and Conditions Responsibilities

Students must accept personal responsibility for appropriate use of technology and report any misuse to a teacher.

Appropriate Conduct

Students are expected to abide by the generally accepted rules of user etiquette. For example:

- Students must only access their own user email, account, and files.
- Be polite and concise. Use appropriate language.
- Use the network in a way that would not disrupt access by others.
- Only use devices and electronic resources as allowed.
- Use of AUSD technology for sales, advertisements or solicitations is prohibited.
- Adhere to copyright and plagiarism laws.

Inappropriate Conduct

The following are prohibited:

- Anything prohibited by law, district, or school rules.
- Using obscene language, intentionally accessing, or possessing obscene or pornographic material, as defined in subdivision (a) of Penal Code Section 313.
- Harassing, insulting, or attacking others.
- Using or distributing another person's password.
- Sending or displaying intimidating, offensive, sexually explicit, or hate-related material.
- Accessing another person's folders, work, or files without their consent.
- Participating in non-district approved forums, chat rooms, or exchanges.
- Possession or use of any tools designed for probing, monitoring, bypassing filters or breaching the security of the network or infecting the network with a virus.
- Using the network and devices for non-school related activities such as network games, downloading of music or video files, or serving as a host for such activities.
- Using proxies, downloading files or using other methods to bypass District internet filters.
- Using the network and devices for commercial purposes.
- Activities that would subject the district or the individual to criminal, civil, or administrative liability.
- Violating copyright laws.

Privacy and Security

Use of district technology, devices, networks, and internet services does not create any expectation of privacy. The district reserves the right to search and/or monitor any information created, accessed, sent, received, and/or stored in any format or on any equipment owned by or connected to the district's network. Users may encounter material they interpret as controversial, inappropriate, or offensive. E-mail is not guaranteed to be private. It has the potential to be viewed globally.

- Passwords need to be always protected.
- Students are not to disclose confidential information to other individuals.
- Do not reveal any personal information, home address, or personal phone numbers on the network.
- Never open, forward, or download any attachments or files that are unknown to you, or that are suspected to contain viruses.
- Never demonstrate a problem to other users.

Notify a teacher if you identify a security problem. Any student identified as a security risk will be immediately denied technology use until resolved.

Theft and Vandalism

Theft is defined as accessing, removing, or copying school, district, or another person's personal property. This includes both electronic data and physical property. Vandalism is defined as any attempt to harm or destroy data of another user, other agencies or networks, or technology equipment. This includes, but is not limited to, the uploading or creation of computer viruses. Vandalism or theft will result in loss of computer services, disciplinary action, parent conference, and/or police or legal referral.

Disclaimer and Liability

The Alameda Unified School District makes no warranties of any kind, whether expressed or implied, for the service it is providing. AUSD will not be responsible for any damages suffered while on their system or using their devices. These damages include loss of data as a result of delays, non-deliveries, misdirected, or service interruptions caused by the system, power outage, errors, or omissions. Use of any information is at your own risk. AUSD specifically denies any responsibility for the accuracy of information obtained through its services.

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

AUSD Positive Behavior Expectations and Discipline Matrix



CA Education Code Section 48900 and 48915 states that school districts must notify the parents/guardians of all pupils registered in schools of the district's expectations pertaining to student discipline. CA Education Code Section 35291.5 authorizes each school to develop discipline expectations and procedures. Schools shall provide this information in writing to continuing pupils at the beginning of each school year and to any other pupils. And their parents/guardians at the time of enrollment.

Last updated July 2023

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GLOSSARY

INTRODUCTION

AUSD Vision: Each and every child is compassionate, confident, and feels successful, academically prepared, and able to make meaningful, positive impact in their lives, the lives of others, and the world around them.

AUSD Mission: Alameda Unified School District is committed to upholding our community's core values of equity and excellence for every student by providing inclusive and safe conditions for learning that challenge and support every student to be culturally competent and prepared for college, career, and community participation.

AUSD Guiding Principles:

- We believe there is value in diversity, and that by providing equitable educational opportunities for all students, everyone can succeed.
- We believe that education should be student-centered and focused on the whole child.
- We believe that social, emotional, and mental well-being are crucial to the success of students.
- We believe that inequities exist within our current educational system and that it is our responsibility to diminish them.
- We believe that students deserve the opportunity to explore and pursue their interests and that it is the responsibility of employees to support them in this.
- We believe that clear and transparent communication with stakeholders is vital to the success of students.
- We believe that staff and administration should work alongside stakeholders to ensure that students are being given the services they need and are being challenged appropriately.

The Alameda Unified School District is committed to providing a quality educational environment that is safe, secure, and positive. This document explains the enforcement of school expectations and procedures as they apply to student behavior.

> Per BP 5144 (Discipline): *The District and staff are committed to establishing positive learning environments that ensure that all students have access to a quality education. The District recognizes that a key aspect of maintaining a healthy and safe environment is establishing order and maintaining discipline in our schools. This goal can only be achieved through the cooperative efforts of our school personnel, students, parents, guardians, and our community.*
>
> *The District believes that developing strong relationships with families is the first step in establishing safe and healthy schools. The District and staff desire to work collaboratively with families to establish positive relationships that aid in the development and achievement of all students. School staff members are encouraged to contact parents early in the school year to proactively establish positive school-home communication and throughout the school year to share student successes and challenges and develop plans to help students have access to a quality education.*
>
> *The District is committed to eliminating disparity in school discipline with respect to its under-served populations by reducing the number of referrals, suspensions, and expulsions. The staff will engage in restorative practices that enhance school culture and improve discipline systems to address equity.*

The Positive Behavior Matrix is developed for all schools within Alameda Unified School District and establishes a uniform discipline code for the district. Additionally, the Positive Behavior Matrix outlines the Other Means of Correction (OMC) and interventions that school sites may use, as well as consequences that may be issued for inappropriate behaviors. Interventions and consequences are most effective with students when they deal directly with the problems fairly, impartially, and equitable and are culturally responsive. Therefore, the AUSD Positive Behavior Matrix provides schools with supportive responses to behavior practices.

Each administrator must consider several factors in determining the appropriate interventions, OMC's, and consequences to correct appropriate student behaviors. These factors include, but are not limited to:

- Age, health, and maturation of the student
- Cultural considerations
- Behaviors that may be related to a student's disability (IEP or Section 504)
- Student's understanding of the impact of their behavior
- Student's willingness to repair the harm caused by their behavior
- Seriousness of the behavior offense and the degree of harm caused
- Impact of the incident on overall school community
- Whether the student's violation threatened the safety of any student or staff member
- The likelihood that a lesser intervention, consequence or OMC would adequately address the violation.

When parents, students and staff are aware of our mutual responsibilities, we can effectively promote positive student participation in learning programs of our District.

Parent Involvement

The Alameda Unified School District Board of Education encourages harmonious, constructive working relationships with individual parents as well as parent/teacher/student organizations in each school. AUSD will continue to encourage and welcome the fullest participation in these groups by all parents, teachers, students, and administrators of each school.

Disciplinary Policy

AUSD subscribes to the principle that discipline should be viewed as a positive concept. In exercising discipline, the ultimate goal should be to help each student develop self-control and self-discipline. AUSD believes in the principle that a student grows from dependence to independence. As students grow toward independence, acceptable behavior includes respect for constituted authority, respect for the rights of others, and development of high personal standards. It is therefore an obligation of the schools to provide experiences which lead toward a student's self-discipline and independence.

AUSD recognizes its responsibility to provide an orderly environment that is conducive to the development of self-discipline and academic achievement. An individual who fails to develop sufficient self-discipline to function properly in a classroom constitutes an impediment to the progress of their classmates. In that event, it is the responsibility of the educators to protect the rights of all students to an education.

The best alternative to suspension is prevention. Alternatives to suspension are utilized with all students in a consistent and age-appropriate manner with an emphasis on teaching and learning the skills necessary to enhance a positive school climate. No student shall be suspended or expelled for willful defiance.

SHARING RESPONSIBILITY

We believe that a positive and productive learning community is created through trust and accountability for all of its members. With that in mind, we ask all of our students, parents, and staff members make a commitment to the following actions:

The Student is responsible for:

1. Maintaining high personal standards for empathy, compassion, patience, and self-advocacy
2. Sharing with school staff when they feel uncomfortable or threatened; telling school staff about any dangerous behavior of bullying
3. Assuming responsibility for the proper use and respect for property
4. Respecting and meeting school expectations and regulations
5. Pursuing to the best of their ability the educational opportunities made available
6. Avoiding distractions, refrain from using personal electronic devices (phones, earbuds, smart watches, etc) during instructional time.
7. Avoid participation in any activity or event that may intentionally or unintentionally cause harm to themselves or others
8. Refraining from the use of hate speech, acts of disrespect towards other cultures, and speech/acts that are meant to intimidate or denigrate students in relation to their class/race/religion/sexual orientation/gender, etc.

The Guardian is responsible for:

1. Familiarizing themselves with District policies and school expectations and regulations and partnering with the school to support their student's behavioral needs and the implementation of the Positive Discipline Matrix.
2. Ensuring their student attends school regularly and on time, having adequate sleep and nutrition, practicing proper personal hygiene, and providing overall support for healthy habits.
3. Establishing and maintaining positive relationships with everyone on campus
4. Encouraging their child(ren) to be friendly to peers and hold one another accountable for respectful interactions.
5. Maintaining an open dialogue about digital citizenship and healthy use of technology. This includes ensuring that the student is using their personal and school devices responsibly, consuming or creating positive and affirming social media, and setting healthy limits and habits.
6. Sharing with school staff when they feel that their child(ren) feel uncomfortable or threatened
7. Seeking resources to help their child(ren) if needed
8. Cooperating with school personnel in carrying out appropriate disciplinary practices when such action is necessary.
9. Making provisions for off-campus supervision for the student in the case of suspension, illness or accident.

School Staff is responsible for:

1. Seeing that students are aware of and understand behavior expectations and regulations regarding behavior expectations, and also model these expectations
2. Using culturally appropriate strategies, Positive Behavior Intervention Supports, and/or Restorative Practices in their classrooms to fairly and consistently enforce school expectations and District policy related to discipline
3. Communicating concerns and partnering in supports needed related to behavior with the parent/guardian
4. Implementing tiered behavior supports and reporting promptly any continuing student behavior problem to appropriate administrative personnel
5. Inviting a parent/guardian to attend classes to monitor and observe student behaviors and interactions.

The Principal - Administrator is responsible for:

1. Supporting teachers in performing their duties within the framework of this policy, listed above.
2. Providing leadership that will establish, encourage and promote good teaching and an effective learning environment
3. Establishing school expectations and regulations that conform with the District discipline policy to ensure an educational program free from disruption for all students.
4. Enforcing the District and school site discipline policy and school expectations consistently and fairly
5. Communicating to parents/guardians, staff, and students about established District policies and school expectations regarding positive student behavior and discipline.

The Superintendent is responsible for:

1. Establishing procedures to carry out this policy and holding school personnel responsible for the proper execution of the procedures.
2. Supporting school personnel in the performance of their duties within the framework of the Board's policy.

All District and Site Administrators are committed to utilizing tiered interventions and disciplinary supports and consequences that are consistent, fair, age-appropriate, take into account cultural considerations, take into account behaviors that may be related to a disability, the seriousness of the behavior offense and the degree of harm caused, and the willingness of the student to repair the harm caused by their behavior.

AUSD has a healing-centered vision. The primary goal of the District is to be a trauma-engaged and culturally-responsive school district. Which means not only understanding and being aware of trauma, but proactively promoting collective healing as a whole school system while responsively meeting the individual wellness needs of each student (trauma-engaged) and centering equity in healing by recognizing a broad understanding of trauma (including historic and generational trauma), and affirming all cultures in the healing process (culturally-responsive).

AUSD does not encourage exclusionary discipline, especially if a lesser intervention, consequence, or other means of correction will adequately address the violation. The best alternative to suspension is prevention. Other means of correction or alternatives to suspension are utilized with all students in a consistent and age-appropriate manner with an emphasis on teaching and learning the skills necessary to enhance a positive school climate.

Multi-Tiered Systems of Support (MTSS):

Per Board Policy 5144:
The Board desires the adoption of a Multi Tiered System of Support to facilitate a consistent approach for positive, prosocial behavior management. The District expects teachers to attempt interventions prior to making a referral out of the classroom except where suspension for a first offense is permitted or mandated by law.

Each school is responsible for incorporating a Multi Tiered System of Support (MTSS) wherein schools provide a tiered system of academic and behavioral supports to enable all students to equitably access the core curriculum. Each school site will incorporate these practices… to reduce referrals and suspensions through proactive intervention, positive behavioral support, restorative practices, and other non-punitive approaches to discipline.

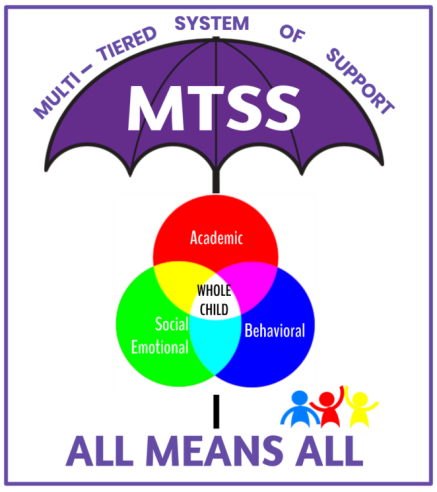
What are Multi-Tiered Systems of Support? (MTSS)

MTSS is a framework that our schools use to provide targeted support to all students. The framework supports academic growth and achievement, but it also supports many other areas of a student's well-being such as behavior, social and emotional needs, and absenteeism. Learn more about our systems of support here:
AUSD Student Supports Brochure 2022.pdf

How is MTSS designed to support students?

Tier 1: Universal – All students receive these supports
Tier 1 encompasses the whole school with core instruction and essential interventions as the largest tier and the entire framework's foundation. This structure helps to build positive relationships between staff and students. It includes proactive classroom management strategies aimed at creating a supportive atmosphere. Students who do not respond to this instruction and embedded interventions may move into Tier 2.

Tier 2: Secondary – Small groups of students needing additional support
Some students need a little extra assistance in meeting academic and behavioral goals, and it is in Tier 2 that this help is provided. Often these interventions and supports are delivered in small group settings and are determined and monitored by the school's Coordination of Services Team (COST).

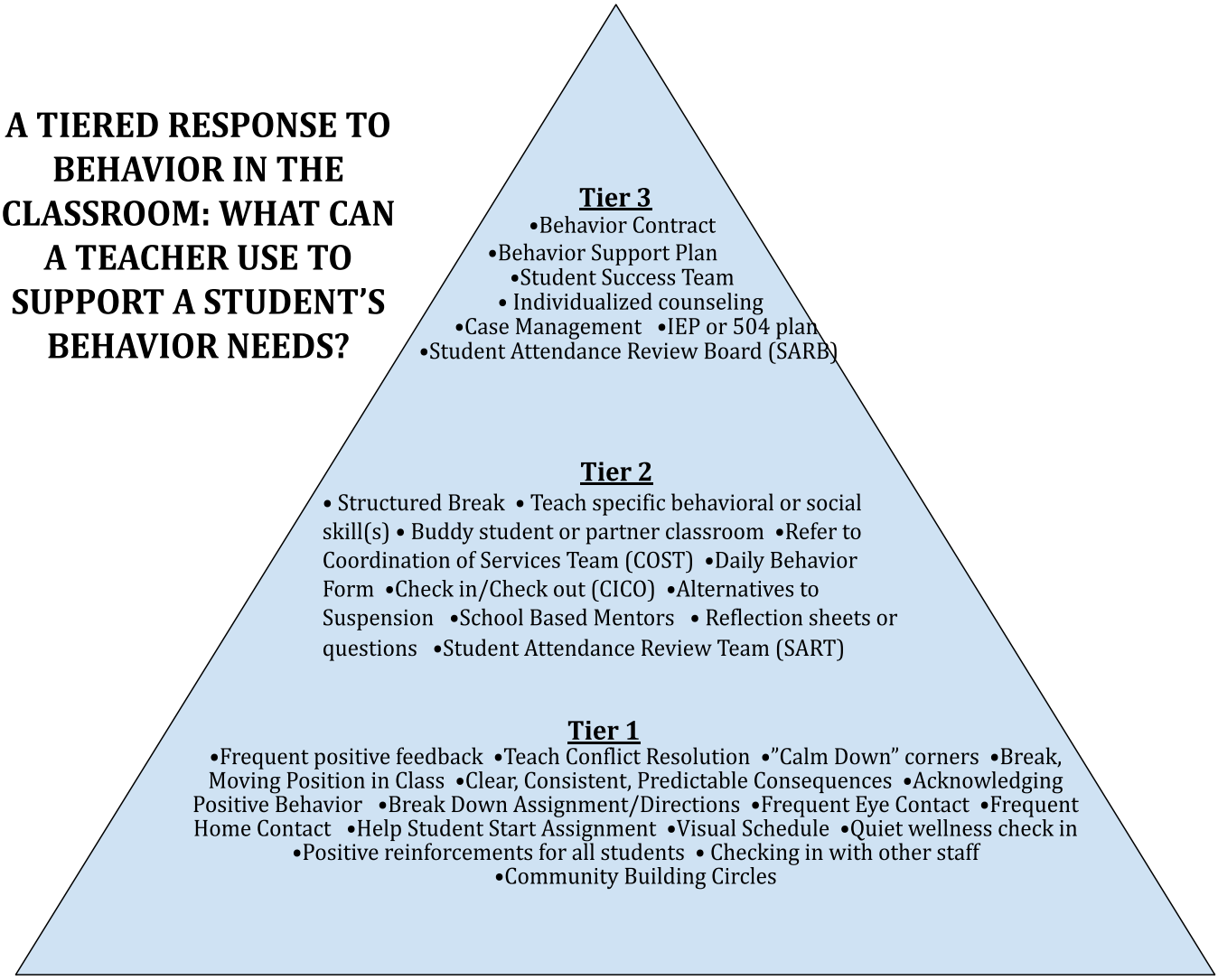


Tier 3: Tertiary – Individual students needing additional support
A subset of students has significant challenges that do not respond to the interventions and supports in Tier 1 or Tier 2. Tier 3 gives these students individualized support and can include outside agencies such as behavioral counselors or family therapists.

How does MTSS connect to AUSD's positive behavior expectations and discipline matrix?

AUSD utilizes Positive Behavior Interventions & Supports as well as Restorative Practices as part of our Tier 1 (universal) behavior system. That means, all students will have behavior expectations taught, modeled and acknowledged. Restorative Practices are utilized to build and repair relationships when behavior expectations are not met. A tiered approach can also be used to respond to behavior needs in the individual classroom.

A TIERED RESPONSE TO BEHAVIOR IN THE CLASSROOM: WHAT CAN A TEACHER USE TO SUPPORT A STUDENT'S BEHAVIOR NEEDS?



In Alameda Unified School District, we believe that students should be partners in their learning and that teachers and families should be in continual conversation about needed supports.

We have created age-appropriate tools that teachers, students, and families can use to be in conversation *with* one another about the kind of tiered support that would most benefit the student.

Here are a few examples:

- Tier 1/2 Classroom Supports Checklist: Students Gr. K-5
- Behavior Reflection Form & Contract
- AUSD Behavior Support Plan template

RESTORATIVE PRACTICES

What are Restorative Practices?

Restorative practices are all about building community and strengthening relationships. They represent a positive step forward in helping all community members learn to resolve disagreements, take ownership of their behavior, and engage in acts of empathy and forgiveness. Restorative approaches are based on the idea that when we feel part of a supportive community, we respect others in that community and become accountable to it.

How are Restorative Practices different from traditional discipline?

Restorative practices focus on resolving conflict and healing harm. It seeks to address the root cause behind an individual's behavior rather than treating the behavior as an isolated symptom and punishing it out of context or judging the student as good or bad based on an isolated incident. Some examples of Restorative responses to behavior needs are mediation, formal apology (written or verbal), social action or service assignment, personal development opportunity or assignment, teacher/student agreement, and Tier 2 (small group) intervention support.

Traditional Discipline Paradigm	Restorative Discipline Paradigm
What rule was broken?	What harm occurred and how has it impacted our relationships?
Who broke it?	What needs and obligations have arisen from the harm?
How do we punish them?	What harm occurred and how has it impacted our relationships?

What Restorative Practices are...	What Restorative Practices are NOT...
High expectations and accountability are central to RP. Community members are held responsible for their actions and are required to take an active role in repairing the harm caused by their behavior.	A "soft response" to behavior or consequence-free
Restorative Circles are healing and might feel therapeutic, but they are not therapy and do not require training as a therapist. RP is really about modeling how to have equity of voice, share control, and practice empathetic listening.	A form of therapy
Restorative Practices allow for all community members to express how they are being impacted by a behavior and what they need to be able to be forward.	Disempowering for those impacted by problematic behavior
Restorative Practices may take time up front because it is relational, and building relationships takes time. Ultimately, students gain the self-awareness, skills and self-control to make more responsible decisions and resolve their own conflicts, thus requiring less adult intervention.	Time/labor-intensive
Restorative Practices go well beyond circles. They are actually a collection of tools and practices for developing and maintaining a respectful, inclusive community.	Simply sitting in circles

How are Restorative Practices used in the classroom?

1. Regularly holding classroom community circles. These can either be content-specific or general community-building circles with questions like, "Where do you see yourself in ten years?"
2. When responding to a conflict or need: Asking a student to recount what happened, listening to them as they discuss their emotions and thinking and working to create a mutual plan of action for making the situation right again is a core Restorative Practice.
3. Incorporate the entire class when determining potential responses to a problem. Bringing student voice into the decision-making process will likely result in a greater understanding of how actions affect the classroom as a whole.



How are Restorative Practices used by site administrators?

1. When responding to a conflict or need: Asking a student to recount what happened, listening to them as they discuss their emotions and thinking and working to create a mutual plan of action for making the situation right again is a core Restorative Practice.
2. Determining appropriate consequences, ideally in partnership with those impacted by the behavior, for problematic behavior.
3. Co-constructing with student/family meaningful next steps that allow for re-teaching of behavior or an otherwise educative experience for the student.

Why does AUSD utilize Restorative Practices instead of punitive and exclusionary discipline?

We want all of our community members to be supported in taking responsibility for their behavior, and we want our discipline procedures to be a learning process and responsive to the needs of the community. **The person who caused harm has a chance to truly understand the impact of their actions, to be heard and understood themselves, to repair the harm, and to be welcomed back (restored) to the community.** That can have a far more positive and lasting effect on a person than punishment or exile.
RP Welcome Back Re-Entry Support Plan In addition to building an equitable and productive community, these practices help students acquire valuable social and emotional skills. Students practice listening with empathy; constructively communicating needs; problem-solving; honoring and embracing differences in opinion, perspective, and experience; and taking responsibility for personal feelings and actions to repair harm. With regular engagement in ongoing dialogue and reflection, students also build leadership, facilitation, and critical thinking skills. **You can view the Restorative Questions used with students here: Restorative Questions for Students .**

If you would like to see Restorative Practices in action this video shows two elementary students who attend Edna Brewer in Oakland Unified resolve a physical altercation that they had in a meaningful, positive, restorative way.

Classroom & Office Managed Behaviors & Interventions Table

These interventions aim to reinforce positive behavior so that students may learn and demonstrate self-control, have empathy for others, and engage in positive school involvement. Teachers are encouraged to try a variety of teaching and classroom management strategies.

Teacher/Classroom Managed Behaviors

(opportunities for teachable moments)

- Phone/Electronic device
- Calling out/Excessive talking
- Tardy to class
- Eating in class
- Missing Homework
- Off task, out of seat,
- Not following direction
- Throwing items (without intent to harm)
- Minor property destruction
- Horseplay
- Lying/tattling/teasing
- Rude or disrespectful tone
- Verbal conflict or arguing
- Unprepared for class
- Sleeping in class
- Cheating/plagiarism (first offense)
- Hall/Bathroom/Break Pass abuse
- Not meeting behavior expectations in hall/class/bathroom

Tier 1 Universal Interventions for all students

- Private, positive conference with student (building positive relationship)
- Seat change
- Correction & Redirection: Re-state expectations in a short and positive manner
- Modeling replacement behavior
- Buddy Classroom: student reflects in another classroom and is allowed extended time away
- Parent/Guardian contact (phone or email)
- Parent/Guardian accompanies student in class
- Daily/Weekly progress report for behavior
- Increase positive acknowledgement and recognition (PBIS tickets)
- Goal-setting and reflection with student
- Provide student with breaks
- Develop and use cueing systems ro prompt student to engage in positive behavior
- Other

If multiple interventions are not successful, refer to COST or consult with Administrator

Office Managed Behavior

(involve school and student physical or emotional safety)

- Persistent Bullying
- Harassment or hazing
- Fighting or assault
- Vandalism
- Weapons
- Theft
- Controlled Substances
- Drug paraphernalia
- Smoking/vaping/under the influence
- Security threat
- Hate speech/violence
- Threatening behavior

Possible Interventions

(after Administrator conferences with student)

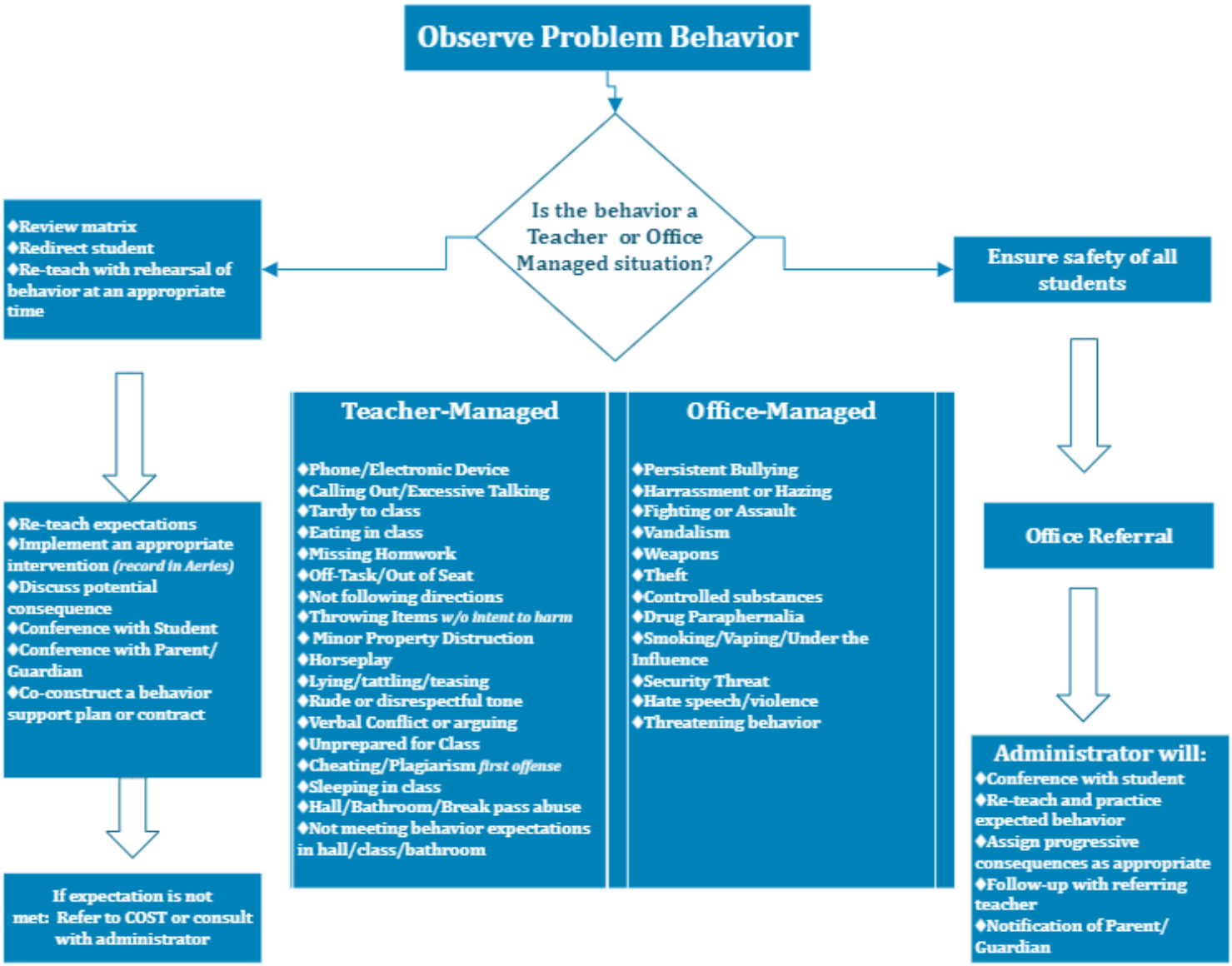
- Restorative Practices (affective statements, listening circles, etc..)
- Peer Mentoring/Conflict Resolution
- Parent/Guardian Teacher Conference
- Check in/Check out (CICO)
- Referral to counseling
- Other: *See Other Means of Correction Chart*

Possible Consequences

(after ensuring due process)

- Exclusion from Extra Curricular Activities (10 school days)
- Restitution
- Detention
- In-School Suspension
- Suspension
- Other: *See Other Means of Correction and Discipline Matrix*

Classroom Managed Behaviors vs. Office Managed Behaviors Flow Chart



RESPONSE TO HATE SPEECH & ACTS

Superintendent Addresses Hate Speech in our School Communities

Excerpts from the above linked message:

"Expressions intended to unsettle, frighten, or assault the psychological safety of [any] community member are unacceptable in all forms. Whether those expressions are anti-black, antisemitic, or feature components of any other form of prejudice, we will both condemn this behavior and address it with every consequence that state and local policies allow. ***From a discipline standpoint, students need to be taught why hate speech is wrong.***

While a hard line on this issue is appropriate, it does not mean that we will abandon our function as educators and we will continue to utilize Restorative Practices and educational components as many of our educators already do in our ethnic studies courses, in a cross section of our social studies offerings, advisory periods, and a variety of assigned literature and projects."

REMEMBER: In each scenario, context and situational nuance matter. Due process and investigation of the incident will determine the level of harm and specific response. ***Harm levels are further explained on pages 21 and 29.***

Example Scenarios (Harm Level 1) **This could be inappropriate jokes or teasing.* **Elementary students** of mixed ethnicities playing on the playground are calling each other names, like "King Kong", "Dora the Explorer" or "Mulan".. A group of BIPOC **secondary students** are using the "N" word while laughing and joking with one another.	**POSSIBLE Responses** ***(not an exhaustive list)*** ● Hold a Restorative dialogue between the students, including someone from the maligned affinity group - ***this is a teachable moment*** ● Partner with families around continuing education ● Include the students in school-wide campaigns or efforts aimed at reducing harmful language
Example Scenario (Harm Level 2) **This could look like students continuing to use offensive and inflammatory language after correction/education/teachable moments..* A large group of **middle school** students are using the phrase "that's so gay" while joking around with one another. These students do not identify as LGBTQ+. They continue to use the term "gay" even after education, or they use the term knowing there is a nearby group of LGBTQ+ students that can hear them.	***These are possible Ed. Code 48900.3 violations that could lead to exclusionary discipline (4th-12th grade only). Mandatory restorative re-entry or other means of correction after suspension.*** ● Notify family members about what's happening and partner with them on next steps ● Facilitate a Listening circle involving the students and maligned affinity group members ● Ask students to interview adults on campus about the harmful effects of hate speech on the community and have them share findings with Culture and Climate team
Example Scenarios (Harm Level 3) **These are egregious and malicious words and/or acts of hate violence.* A **high school** student draws swastikas on a Jewish peer's assignment. An African-American student has a noose made of paper towels placed on her desk. It is unknown who placed the noose on the desk.	***These are Ed. Code 48900.3 violations that would lead to exclusionary discipline (4th-12th grade only). Mandatory restorative meeting or other means of correction after suspension.*** ● Hold a formal Restorative Conference, inclusive of victim, offender, guardians, and other impacted parties (the victim will be empowered to determine if this is an option) ● Facilitate a whole-class Listening Circle inclusive of Fair Process engaging students in tangible ways to repair the harm caused

DISCIPLINARY RESPONSE DEFINITIONS

In certain circumstances, disciplinary responses that remove students from the classroom or school environment may be necessary. In these cases, the goal is to make sure that students receive educational services, learn alternative behaviors, and work to repair any harm they may have caused. These responses could include:

Detention: Detention is a consequence, usually consisting of sitting and working quietly, for a specified amount of time outside of school hours or during break times within the day**.**

Loss of Privilege: Removal of a school privilege for cause of action committed on school property, during lunch break of campus, or at a school sponsored event. Privileges include but are not limited to: after school activities, school rallies, school dances, Prom and other extracurricular activities.

Structured Recess: A regularly scheduled period in the school day of physical activity and play that is monitored by trained staff or volunteers.

Timeout/Buddy Class: A procedure in which a student is briefly removed from an environment that is reinforcing inappropriate behavior, and placed in a safe space that is not reinforcing behavior..

Teacher Issued Suspension (Class Suspension): Per CA Ed Code 48910, a teacher may suspend a student from their class for up to 2 days, including the day of the incident. The Teacher must contact the parent/guardian, set up a parent/guardian conference, and arrange to have work for the student to do in an in-school alternate setting. The teacher is responsible for collaborating with the site administrator to determine the most appropriate alternate setting.

Out of School Suspension: The removal of a student from school for up to but not more than 5 school days.

Extended Suspension (Expulsion Recommendation): The removal of a student from his or her regular school program by the Superintendent of designee for not more than 20 school days. A student may only be recommended for expulsion if Education Code criteria has been met regarding 48900 (a-t), 48915 (a)(1)(A-E), or 48915 (C). For such referrals, the student's behavior has seriously endangered the health, welfare or safety of other students or school personnel; or the student's continued presence in the school constitutes a significant safety risk. An expulsion may include the current and following semester or the totality of one school year. Specific legal provisions must be followed for students with Section 504 plans and IEPs.

Alternative Educational Placement: Applicable students will be placed in alternative educational settings while serving an expulsion for behavior that has seriously endangered the health, welfare, or safety of other students or school staff. Students serving an expulsion are not permitted to receive instruction in the comprehensive campus or program within the school district where the behavior occurred. Students serving a full expulsion are referred to educational programs and schools operated by Alameda County Office of Education for the duration of the expulsion term.

Interim Alternative Educational Setting (only legal in very specific circumstances for a student with an IEP): This setting can be inside or outside a school that enables students with IEPs to continue to progress in the general curriculum and to continue to receive special education related services and accommodations needed to meet the goals of their IEPs.

STUDENTS WITH DISABILITIES

All District and Site Administrators are committed to utilizing tiered interventions and disciplinary supports and consequences that take into account behaviors that may be related to a student's disability.

Suspension of students with exceptional needs requires that the school administrators and Section 504 or IEP team members understand the limits of suspension of students with disabilities, requirements for plan review following suspension, and other means of correction (alternatives to suspension).

Limits of Suspension of Students with Disabilities

As noted previously, the principal of the school, the principal's designee, or the superintendent of schools may suspend a pupil from the school for any of the reasons enumerated in CA Ed Code 48900. An individual with exceptional needs may be suspended for up to, but not more than five (5) consecutive school days. The student may be suspended for up to 10 days before an IEP or Section 504 team manifestation determination meeting is required. The student can be removed for more than 10 days for separate acts of misconduct, as long as the removals do not constitute a pattern. During any removal of more than 10 days the school must provide services to the extent determined necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals on his or her IEP.

Section 504 or IEP Review Following Suspension

A Section 504 or IEP meeting is not required prior to suspending a student with a disability for up to 10 days in a school year. However, it is recommended that the team should meet to review a pupil's placement and program when the pupil is experiencing serious discipline problems leading to multiple suspensions. It is required that the team conducts a manifestation determination review when a pupil's suspensions total 10 days. The team must determine how the student will receive FAPE on the 11th and any subsequent days of suspension. The team will also determine if additional assessment is needed, if the misconduct was caused by, or had a direct and substantial relationship to the pupil's identified disability, and if the pupil is appropriately placed.

According to CA Education Code 48900.5: *a suspension shall be imposed only when other means of correction fail to bring about proper conduct. A superintendent or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a student subject to discipline under this section. However, a student,* ***including an individual with exceptional needs as defined in §56026****, may be suspended for any of the reasons enumerated in §48900 upon a first offense, if the principal or superintendent of schools determines that the student violated subdivision (a), (b). (c), (d), or (e) of §48900 or that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process*.

More information can be found here: **F3-Discipline- Students and SpecEd.pdf**

REQUIRED ACTIONS

For every potential education code violation, the following courses of action MUST be done:

- De-escalate student, attempt to identify root or ancillary cause for behavior, reteach identified behavior skills, facilitate student re-entry to class/school without formal discipline *(if possible)*
- Conduct a thorough investigation and ensure due process
- Review discipline history to determine if there were prior occurrences of the behavior
- Document current incident in Aeries, along with the discipline decision.
    - If this was a suspendable offense and the student was not suspended, other means of correction must be documented in Aeries.
- Hold Welcome Back meeting with student if suspended (upon return to class/school)

In accordance with Education Code 48911:
All home suspensions shall be preceded by an informal conference conducted by the principal or the principal's designee, the pupil, and whenever practicable, the teacher or supervisor or school employee who referred the pupil to the principal. At this conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. At the time of the suspension, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone, and the parent or guardian shall be notified in writing of the suspension within 24 hours.

OTHER MEANS OF CORRECTION (OMC) OR ALTERNATIVES TO SUSPENSION

The key to reducing suspensions and expulsions is implementing a proactive, preventive schoolwide Multi-Tiered Systems of Support (MTSS) Framework and a robust set of strategies for other means of correction (OMC). This promotes the teaching, modeling, and acknowledgment of expected behaviors for all students to develop the social-emotional, mental, and academic success of the whole child, whole classroom, whole school, and whole community.

Healing-centered practices create safe spaces, establish predictability, build a sense of trust, offer choices and help students and adults stay regulated. School and district staff must work to acknowledge and address these unconscious biases about the decisions they make and recognize their own triggers. It is only when someone is calm or regulated, that they are able to form trusting relationships or relate, and access their ability to understand, think, and reflect or reason. Prior to responding to a behavior, school staff should ask themselves:

- Am I okay?
- Am I having an emotional response to this?
- How might my lived experience or biases impact my decision making at this moment?
- What might be the function or reason for the student's behavior?

The following table provides alternatives to suspension or other means of correction where students remain engaged in their school community, while reflecting and learning from their mistakes. These suggestions are intended to provide guidance and are not inclusive of all possible alternatives or other means of correction. Other means of correction, when implemented with fidelity, can reduce suspensions, recurrence of problem behaviors, and create a safe, healthy, welcoming, and affirming school community.

Note: For any OMC applied, a clear goal should be established in partnership with the student and family, with progress monitoring to determine the effectiveness of the supportive measure, response, or intervention.

Other Means of Correction	Description	Suggested Strategies	Participants
Brief Intervention Class/Mini Course	Staff led units of self-study related to the student's challenging behavior. These minicourses should be designed to teach students about self-awareness of the specific behavior exhibited and should be taught during the academic day.	• Mindfulness activities • Self-management strategies • Healthy coping skills • Conflict Resolution techniques • District adopted SEL programs	**Desired:** Teacher/Staff, student **Optional:** Admin or designees, site support staff, guardian
Social Action or Service	A student completes an act of service that is commiserate with the impact of the problem behavior (s). The goal is not to shame or punish, but rather to give the student an opportunity to heal or rectify any intended or unintended consequences of their actions.	• Campus beautification or supporting campus custodial staff • Schoolwide campaign (signage, videos, flyers) raising awareness of a connected issue • Assisting school teaching staff (ex: classroom mentor) • Participating in a school club or activity that leads to learning or engagement	**Desired:** School Staff, student, guardian **Optional:** Admin or designees, site support staff, custodial staff, campus assistants
Referral to Counseling	Consult with COST, school counselor or other appropriate mental health staff when a student is exhibiting a pattern of challenging behavior. Collaborate to teach student replacement skills and offer strategies to decrease the behavior.	• Individual or small group counseling sessions with school-based mental health provider(s) • Substance Use Counseling • Extended services provided by an outside mental health professional • Referral to Family counseling services	**Desired:** Student, Counselor(s), guardian, school support staff **Optional:** Administrator or designee
Teach Replacement Behavior, Behavior Agreement, Behavior Monitoring	Focus on increasing desirable behavior and replacing challenging behavior.	• Check-in/check-out • Adult mentor/monitor • School-to-home communication log • Reinforcement of targeted behavior (4:1 acknowledgement) • Behavior Contract • No Contact Contract	**Desired:** Student, Teacher(s) Counselor(s), guardian, school support staff **Optional:** Administrator or designee, paraprofessionals
Educational Projects	Project meant to bring self-awareness and offer self-management skills by integrating learning objectives to address challenging behaviors.	• Project on a specific topic related to the incident (e.g., research the laws/rules associated with the incident) • Connect with community organizations for information • Interview trusted adults about impact of issue • Video or public service announcement • Partnership with student council, student leadership clubs, etc.	**Desired:** Student, teacher(s), guardian **Optional:** School support staff, paraprofessional(s)

Other Means of Correction	Description	Suggested Strategies	Participants
Peer Mentoring or Mediating/Conflict Resolution	Peer mediators are trained to assist their classmates in developing communication, interpersonal, or conflict resolution skills.	• Involve older peers to help model and mentor • Restorative Circle or Dialogue	**Desired:** Student, teacher(s), student leaders, **Optional:** Guardian, admin or designee
Personal Development Project	Student support team identifies an area of interest and links learning to a necessary skill for the student.	• Shadowing adult mentor or school staff • Participating in a community based organization's activity • College and career research, goal setting, long-term planning	**Desired:** Student, guardian, site support staff **Optional:** Community-based organization partner or liaison
Reflective Task	Provide students with the time, opportunity, and structures to reflect on their challenging behavior and how it impacts their environment or community.	• Journaling • Create a story (e.g., written, visual, drawings, video) about their learning • Write a letter to yourself • Role play • Written or verbal apology	**Desired:** Student, teacher(s) **Optional:** Guardian, Administrator or designee, school support staff
Restorative/Healing Centered Practices	Utilizing Restorative Practices in an effort to repair the harm and promote healing. The focus is on personal accountability and well-being for all affected.	• Guardian, teacher, student dialogue utilizing restorative questions • Conduct restorative circles or conferences •Follow-up support plan for those involved and co-constructed by the group	**Desired:** Student, teacher(s), school support staff, guardian **Optiona**l: Administrator or designee
Loss of Privilege	Removing a desired activity or privilege as a consequence for challenging behavior. Co-construct the consequence and/or explain the reason for the decision with the student and/or family.	• Exclusion from extra-curricular activities, school events, clubs, or sports teams • Involuntary Transfer • Detention • Parent/guardian escort to and from school OR guardian shadows student at school	**Desired:** Student, guardian, administrator or designee **Optiona**l: Site support staff, athletic coaches or club advisors (as needed)

DISCIPLINE PROTOCOLS

Communication between school and home is critical to our students' success. Therefore, all disciplinary interventions and supports shall include parent/guardian contact and/or conference. We want our families to be partners in education at all times.

Per CA Ed Code 48910, a teacher may suspend a student from their class for up to two days, including the day of the incident. The teacher must contact the parent/guardian, set up a parent/guardian conference, and arrange to have work for the student to do in an in-school alternate setting. The teacher is responsible for collaborating with the site administrator to determine the most appropriate alternate setting. These incidents must be documented in Aeries.

In accordance with Education Code 48911, all home suspensions shall be preceded by an informal conference conducted by the principal (or the principal's designee), the pupil, and whenever practicable, the teacher or supervisor or school employee who referred the pupil to the principal.

- At this conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.
- At the time of the suspension, a school employee shall make a reasonable effort to contact the pupil's parent/guardian in person or by telephone, and the parent/guardian shall be notified in writing of the suspension within 24 hours. If the parent/guardian cannot be reached, the student's emergency contact number will be called.
- If the student is released to someone other than the parent/guardian, the school will make arrangements to meet to discuss the situation with the parent/ guardian as soon as it is practicable to do so.

Some unauthorized items brought to school and confiscated by staff may be returned to the student at the end of the school day on the first offense unless the items are held as evidence. Items that would not be returned to the student would include (but are not limited to) weapons (knives, mace, brass knuckles, etc) drugs, tobacco, alcohol, vape pens, Upon the second offense, confiscated items may be released by the administration to a parent/ guardian, unless held as evidence. Items not recovered by the end of the school year may be discarded.

Neither the District nor its employees are liable for damage or loss to confiscated items. The primary objective of requiring students not to bring restricted materials to school is to ensure students' focus on educational tasks, safety, and to prevent the loss or damage of private property.

Education Code 48900 (k) Offenses

Effective July 2020, Senate Bill No. 419 added grades 4-5 and 6-8 shall not be suspended and K-12 recommended for expulsion. 08/04/2022. AUSD has expanded this, as noted below.

Willful defiance and/or disruption of school activities and/or the learning environment cannot be used for any offense for Grades TK-12 students per AUSD Board Policy 5144.1. (You can view the entire AR 5144.1 here). The following excerpt specifically addresses defiance:

> *As provided in California Education Code section 48900(k), no student enrolled in grades T-Kindergarten through third grade may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel ("disruption and willful defiance") and no student regardless of grade may be expelled for willful defiance or disruption.*

Effective July 1, 2019, no student enrolled in grades T-Kindergarten through twelve (TK-12) grades may be suspended or expelled for disrupting school activities or willfully defying the authority of school personnel. Suspension and expulsion shall not be imposed for a violation of Education Code section 48900(k), including disruption of school activities or willful defiance. The District expects schools to develop appropriate interventions, for example, behavioral plans, restorative circles, or SEL groups for students who engage in a pattern of defiant behavior.

AUSD definition of defiance is *"when a student continues to disobey a school official, teacher, or administrator after having been taught the expectations and expectations of the school and the student displays behavior that directly interferes with the rights of others to learn"*

Examples of 48900(k) violations and interventions

Disruptive Behaviors (Examples - not inclusive of all disruptive behavior)	1st Occurrence Intervention	2nd Occurrence intervention	Additional Occurrences Intervention
Bicycle/skateboard/ Scooter - unsafe riding practices	OMC **Warning** (Stress safety concerns)	OMC **Parent/Guardian notification**	OMC **Administrator Referral**
Plagiarism, or other act of academic dishonesty (oral or written)	OMC **Parent/Guardian notification** *(site to determine if additional consequences are warranted)*	OMC **Conference (all parties)** *(site to determine if additional consequences are warranted)*	OMC **Conference (all parties)** *(site to determine if additional consequences are warranted)*
Detention - Failure to Attend or disruption during Detention	OMC **Reschedule Detention**	OMC **Parent/Guardian Notification**	OMC **Parent/Guardian Conference**
Electronic devices used on campus (see 48900(r) specific for bullying)	**Warning** **Review Responsible Use Policy**	OMC **Parent/Guardian notification**	OMC **Administrator Conference**
Failure to leave classroom when requested by staff member	OMC **Parent/Guardian Notification**	OMC **Parent/Guardian Conference** (Stress safety concerns)	OMC **Administrator Conference** (Stress safety concerns)
Failure to report to administrator's office when sent	OMC **Parent/Guardian Notification** (Stress safety concerns)	OMC **Parent/Guardian Conference** (Stress safety concerns)	OMC **Administrator Conference** (Stress safety concerns)
False fire alarm **(this is not 48900.4)**	OMC **Parent/Guardian Notification** (Stress safety concerns)	OMC **Parent/Guardian Conference** (Stress safety concerns)	OMC **Administrator Conference** (Stress safety concerns)
Forgery of school personnel name or initials	OMC **Warning** **Parent/Guardian Notification**	OMC **Parent/Guardian Conference**	OMC **Administrator Conference**
Gambling	OMC **Warning**	OMC **Parent/Guardian notification**	OMC **Parent/Guardian Conference** **Loss of Privileges**

Disruptive Behaviors (Examples - not inclusive of all disruptive behavior)	**1st Occurrence Intervention**	**2nd Occurrence intervention**	**Additional Occurrences Intervention**
Leaving class without permission/ Violation of Closed Campus/ On another school campus	**OMC** **Warning**	**OMC** **Parent/Guardian notification** **Referral to COST** **Behavior Supports such as:** ● Daily/Weekly Behavior Form ● Check In Check Out (CICO)	**OMC** **Parent/Guardian Conference**
Inappropriate dress/ dress code violations	**OMC** **Parent/Guardian notification** (Stress safety concerns)	**OMC** **Parent/Guardian Conference** (Stress safety concerns)	**OMC** **Administrator conference/ Counseling Referral**
Replicas of dangerous objects (possession of)	**OMC** **Parent/Guardian notification** (Stress safety concerns)	**OMC** **Parent/Guardian Conference**	**OMC** **Administrator Conference**
Running away from school authorities, failure to identify oneself or giving false identity to school personnel, loitering on or about campus without an apparent and lawful purpose.	**OMC** **Parent/Guardian notification**	**OMC** **Parent/Guardian Conference**	**OMC** **Administrator conference** **Counseling Referral** **Loss of Privileges**
Roughhousing/ Horseplay *(pushing, shoving, playing roughly, play fighting, wrestling, etc)*	**OMC** **Warning** (Stress safety concerns)	**OMC** **Parent/Guardian notification** (Stress safety concerns) **Behavior Support Plan**	**OMC** **Parent/Guardian Conference** **Behavior Contract**
School bus misbehavior	**OMC** **Warning** **Teach appropriate behaviors**	**OMC** **Parent/Guardian notification** (Stress safety concern)	**OMC** **Bus Suspension** **Parent/Guardian conference**
Technology -Inappropriate/unauthorized use of computers or other personal electronic devices	**OMC** **Warning** (Refer to Responsible Use Policy)	**OMC** **Parent/Guardian notification** (Refer to Responsible Use Policy)	**OMC** **Computer rights revoked** **Parent/Guardian conference**

ELEMENTARY BEHAVIOR MATRIX

The following matrix outlines the California State Education Code Violations and the disciplinary interventions and consequences for each violation. Education Code 48900(a)-48900.7 offenses are outlined below. Interventions are offered and consequences are given based on the level of harm caused when a student commits one of these violations.

We define Level of Harm by the breadth and depth of the impact:

- Nature of Harm Level 1: Offense that had a minor impact on the individual(s) involved and the community.
    - *Examples: A student is cutting class; inappropriate use of electronic devices in class, etc. These are typically teacher managed behavior and are NOT suspendable offenses.*

- Nature of Harm Level 2: Offense that moderately impacted the individual(s) involved and the community.
    - *Examples: Inappropriate jokes (racist, sexist, homophobic, transphobic, ableist, body shaming, etc) without malicious intent; multiple students involved in substance use; extreme classroom disruption with harmful language/actions; repeated refusal to follow staff direction or reteaching of expected behavior; etc.*

- Nature of Harm Level 3: Offense that significantly impacted the individual(s) involved and the community.
    - *Examples: Malicious acts or speech of hate (racist, sexist, homophobic, transphobic, ableist, body shaming, etc) intended to cause serious harm ; sale or distribution of controlled substances; sexual assault/battery; sales of controled substances; serious physical injury; etc.*

Education Code 48900.5 states: "Suspension shall be imposed only when other means of correction fail to bring about proper conduct."

- *Suspension may occur on the first offense only if " the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process."*
- **Other Means of Correction *(*OMC)** should be utilized as a first choice in all circumstances where outlined. If appropriate, the administrator is not limited to one OMC per occurrence.
- **Not on First Offense (NOFO):** Instances where we do not suspend on first offense per EC 48900.5

Education Code 48900 (a) – 48900.7 offenses. For these charges, the school has jurisdiction for those behaviors occurring: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; and during or while going to or coming from, a school activity.

Administrators must consult with the Assistant Superintendent of Educational Services before utilizing 48915 (a) and (c) charges. Recommendation for expulsion must be reported to the Assistant Superintendent of Educational Services on the day of suspension.

Education Codes 48900 (a)(1)-48900.7

Ed Code	Violation	Harm Level	1st Occurrence Intervention	2nd Occurrence Intervention	Additional Occurrences Intervention
48900(a)(1)	**Physical Injury** Caused, attempted to cause, or threatened to cause physical injury to another person	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Teach Conflict Resolution Skills ● Daily/Weekly Behavior Form or Check In Check Out	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP)	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(a)(2)	**Force/Violence** Willfully used force or violence upon the person of another, except in self defense	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Teach Conflict Resolution Skills	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP) ● Daily/Weekly Behavior Form or Check In Check Out	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(b)	**Dangerous Objects** Possessed, sold, or furnished a firearm, knife, explosive, or other dangerous object ***Knife is less than 3.5 inches and non-locking blade***	**2**	OMC ● Parent/Guardian notification ● Reflection sheet ● Restorative Circle ● Referral to COST team ● Referral to Counseling ***Possession of a firearm results in charge of 48915 (c)(1)***	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP) ● Daily/Weekly Behavior Form or Check In Check Out	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if principal finds that the expulsion is appropriate due to the particular circumstance
48900(c)	**Under the Influence** Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of a controlled substance, alcoholic beverage, intoxicant	**2**	OMC ● Parent/Guardian notification ● Reflection sheet ● Referral to COST team ● Referral to Counseling ***Sale of a controlled substance will result in charge of 48915 (c)(3)***	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP) ● Substance use counseling	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if principal finds that the expulsion is appropriate due to the particular circumstance
48900(d)	**Controlled Substance** Unlawfully offered, arranged, or negotiating to sell a controlled substance,alcoholic beverage, intoxicant of any kind, either sold, delivered, furnished to a person another liquid	**2**	OMC ● Parent/Guardian notification ● Reflection sheet ● Referral to COST team ● Personal Development Project ***Sale of a controlled substance will result in charge of 48915 (c)(3)***	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP) ● Social Action or Service	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if principal finds that the expulsion is appropriate due to the particular circumstance

Ed Code	Violation	Harm Level	1st Occurrence Intervention	2nd Occurrence Intervention	Additional Occurrences Intervention
48900(g)	**Stole/Steal Property** Stole, or attempting to steal school property or private property	**2**	**OMC (NOFO)** ● Parent/Guardian notification ● Reflection sheet ● Referral to COST team ● Behavior Agreement ● Social Action or Service	**OMC** or 1 day out of school suspension, may be required to check in with administration upon return ●Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP) ● Daily Behavior Form or Check In Check Out	**OMC** or 1-3 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(h)	**Tobacco** Tobacco or tobacco products (possessed, used)	**1**	**OMC (NOFO)** ● Parent/Guardian notification ● Referral to Brief Intervention Class or counseling ● Referral to COST team	**OMC** or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP) ● Attending Tier 2 or 3 support	**OMC** or 1-3 day out of school suspension, may be required to check in with administration upon return
48900(i)	**Obscene Act/ Profanity/Vulgarity** Committed an obscene act or engaged in habitual profanity or vulgarity	**2**	**OMC (NOFO)** ● Parent/Guardian notification ● Reflection sheet ● Referral to COST team ● Restorative Circle ● Social Action or Service	**OMC** or 1 day out of school suspension, may be required to check in with administration upon return ●Formal Restorative conference ●Behavior Contract or Behavior Support Plan (BSP) ●Daily Behavior Form or Check In Check Out	**OMC** or 1-3 day out of school suspension, may be required to check in with administration upon return
48900(j)	**Drug Paraphernalia** Unlawfully possessed or unlawfully offered, arranged or negotiated to sell drug paraphernalia	**2**	**OMC (NOFO)** ● Parent/Guardian notification ● Reflection sheet ● Referral to COST team ● Restorative Circle ● Daily Behavior Form or Check In Check Out (CICO)	**OMC** or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Support Plan (BSP) ●Referral to Counseling	**OMC** or 1-3 day out of school suspension, may be required to check in with administration upon return
48900(k)	**Defiance/Disruption** Willful defiance and/or disruption of school activities and/or the learning environment	**1**	**OMC (Never Suspend)** ● Parent/Guardian notification ● Reflection sheet ● Referral to COST team ● Behavior Agreement **See 48900 (k) chart above**	**OMC** **See 48900 (k) chart above**	**OMC** **See 48900 (k) chart above**

Ed Code	Violation	Harm Level	1st Occurrence Intervention	2nd Occurrence Intervention	Additional Occurrences Intervention
48900(l)	**Stolen Property/Private Property** Knowingly received stolen school or private property	**1**	**OMC (NOFO)** ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Social Action or Service ●Personal Development Project	**OMC** or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP)	**OMC or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(m)	**Imitation Firearm** Possession of an imitation firearm, means a replica of a firearm that is similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm Penal Code 12556.	**2**	**OMC (NOFO)** ● Parent/Guardian notification ● Reflection Sheet ● Referral to COST team ● Daily Behavior Form or Check In Check Out (CICO) ● Social Action or Service	**OMC** or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP	**OMC** or 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance
48900(n)	**Sexual Assault/Battery** Committed or attempted to commit a sexual assault or committed a battery (as defined by CA Penal Code) ***First occurrence or minor offense***	**2**	**OMC (*NOFO)** ● Parent/Guardian notification ● Referral to Counseling ● Behavior Agreement ● No contact contract ● Restorative Circle	**OMC** or 1 day out of school suspension, may be required to check in with administration upon return ***May result in a charge of 48915 (c)(4)*** ● Formal Restorative conference ● Behavior Contract or Behavior Support Plan (BSP)	**OMC** or 1-3 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement ***May result in a charge of 48915 (c)(4)***
48900(o)	**Harassed, threatened, intimidated a witness** Harassed, threatened, or intimidated a pupil who is a witness in a school disciplinary proceeding for the purpose of intimidation or retaliation	**2**	**OMC (NOFO)** ● Parent/Guardian notification ● Referral to Counseling ● Behavior Agreement ● No contact contract ● Restorative Circle	**OMC** or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP)	**OMC** or 1-3 day out of school suspension, may be required to check in with administration upon return

Ed Code	Violation	Harm Level	1st Occurrence Intervention	2nd Occurrence Intervention	Additional Occurrences Intervention
48900(p)	**Prescription Drug/Soma** Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma	**2**	OMC (NOFO) ● Parent/Guardian notification ● Referral to COST ● Personal Development Project or Social Action or Service ● Daily Wellness Check-in	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Referral to Counseling ● Behavior contract or Support Plan (BSP)	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return
48900(q)	**Hazing** Engaged in, or attempted to engage in, hazing. For full definition/Ed Code, click this link	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● No contact contract	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ● Daily Behavior Form or Check In Check Out	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return
48900(r)	**Bullying** Engaged in an act of bullying, including, but not limited to electronic act, directed toward a pupil or school personnel	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● No contact contract ● Personal Development Project	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ●Social Action or Service	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(t)	**Aids or Abets** A pupil who aids or abets, infliction or attempted infliction of physical injury to another person	**2**	OMC (NOFO) ● Parent/Guardian notification ● Restorative Circle ● Personal Development Project ● Social Action or Service	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP)	OMC or 1-3 day out of school suspension, may be required to check in with administration upon return
48900.2	**Sexual Harassment** Committed sexual harassment ***(Grades 4 – 12 only)***	**2**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Referral to Counseling ● Behavior Contract ● No contact contact	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP)	OMC or 1-5 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance

Ed Code	Violation	Harm Level	1st Occurrence Intervention	2nd Occurrence Intervention	Additional Occurrences Intervention
48900.3	**Hate Violence** Caused, attempted to cause, threatened to cause, or participated in any act of hate violence ***(Grades 4 – 12 only)***	**2**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Behavior Contract ● No contact contract ● Referral to COST team ● Personal Development Project ● Social Action or Service	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC or 1-5 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance
48900.4	**Harassment/Threats/ Intimidation** Engaged in harassment, threats, or intimidation, directed against school District personnel or pupils ***(Grades 4 – 12 only)***	**2**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Behavior Contract ● No contact contract ● Referral to COST team ● Restorative Circle ● Personal Development Project ● Social Action or Service	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ● Attend Tier 2 or 3 support	OMC or or 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance
48900.7	**Terroristic threats** Terroristic threats against school officials, school property or both	**2**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Behavior Contract ● No contact contract ● Referral to Counseling	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ● Attend Tier 2 or 3 support	OMC or or 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance

Education Code 48915 (a) offenses, which are more serious in nature and will result in mandatory suspension and possible recommendation for expulsion from Alameda Unified School District. For 48915 (a) charges, the administrator has jurisdiction for behaviors occurring: while on school grounds and at a school activity.

Administrators must consult with the Assistant Superintendent of Educational Services before utilizing a 48915 (a) charge. Recommendation for expulsion must be reported to the Assistant Superintendent of Educational Services on the day of suspension.

Education Codes 48915(a)

Ed Code	Violation	Harm Level	Initial Occurrence	Additional Occurrences	Interventions/Supports
48915(a)(1)(A)	**Serious Physical Injury** Causing serious physical injury to another person except in self-defense	**3**	OMC or possible 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC or possible 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team Formal Restorative Conference
48915(a)(1)(B)	**Knife/Dangerous Object** Possession of any knife, or other dangerous object of no reasonable use to the pupil ***Knife is longer than 3.5 inches and/or locking blade***	**2**	OMC or possible 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC or possible 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team
48915(a)(1)(C)	**Controlled Substance** Unlawful possession of any controlled substance *except for the first offense of possession of not more than one avoirdupois ounce of marijuana*	**2**	OMC or possible 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC or possible 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Substance Use Counseling Other Counseling Support Check In Check Out (CICO) Referral to COST team
48915(a)(1)(D)	**Robbery or Extortion** Robbery or Extortion	**2**	OMC or possible 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC or possible 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team Formal Restorative Conference
48915(a)(1)(E)	**Assault or Battery/ School Employee** Assault or battery upon any school employee	**3**	OMC or possible 1-3 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC or possible 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team Formal Restorative Conference

Education Code 48915 (c) violations represent the MOST egregious offenses and will result in the mandatory recommendation for expulsion from AUSD.

For 48915 (c) violations, the behavior must have occurred at school or at a school activity.

Administrators must consult with the Assistant Superintendent of Educational Services before utilizing a 48915 (c) charge. Recommendation for expulsion must be reported to the Assistant Superintendent of Educational Services on the day of suspension.

Education Codes 48915(c)

Ed Code	Violation	Initial Occurrence
48915(c)(1)	Possessing, selling, or otherwise furnishing a firearm. ***Must be verified/witnessed/observed by District employee***	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference, notify Law Enforcement and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(2)	Brandishing a knife	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(3)	Unlawful selling a controlled substance	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold aPrincipal's Conference and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(4)	Committing or attempting to commit sexual assault or battery	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(5)	Possession of an explosive	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference, notify Law Enforcement and ***mandatory*** *r*ecommendation for expulsion **Level of Harm3**

Definitions:

- **Brandishing:** "with reference to a dangerous weapon (including a firearm) means that all or part of the weapon was displayed, or the presence of the weapon was otherwise made known to another person, in order to intimidate that person, regardless of whether the weapon was directly visible to that person. Accordingly, although the dangerous weapon does not have to be directly visible, the weapon must be present."
- **Explosives:** are chemical compounds or mixtures that undergo rapid burning or decomposition with the generation of large amounts of gas and heat, leading to sudden pressure effects.
- **Firearm:** The term firearm includes rifles, shotguns, revolvers, pistols, or any other device designed to be used as a weapon from which a projectile is expelled by the force of any form of combustion. The term firearm includes the frame or receiver. (Penal Code § 12001.)
- **Selling:** to exchange possession and ownership of goods or property for money or something of value.
- **Sexual Assault:** Committed or attempted to commit an act of sexual battery, rape, or statutory rape, lewd and lascivious conduct, molestation, etc.
- **Sexual Battery:** As defined in Penal Code Section 243.4(d)(1): "Any person who touches an intimate part of another person, if the touching is against the will of the person touched, and is for specific purpose of sexual arousal, sexual gratification, or sexual abuse." Intimate part means the "sexual organ, anus, groin, or buttocks of any person, and the breast of a female."

SECONDARY BEHAVIOR MATRIX

The following matrix outlines the California State Education Code Violations and the disciplinary interventions and/or supports for each violation. Education Code 48900(a)-48900.7 offenses are outlined below. Interventions are offered and consequences are given based on the level of harm caused when a student commits one of these violations.

We define Level of Harm by the breadth and depth of the impact:

- Nature of Harm Level 1: Offense that had a minor impact on the individual(s) involved and the community.
    - *Examples: A student is cutting class; inappropriate use of electronic devices in class, etc. These are typically teacher managed behavior and are NOT suspendable offenses.*

- Nature of Harm Level 2: Offense that moderately impacted the individual(s) involved and the community.
    - *Examples: Inappropriate jokes (racist, sexist, homophobic, transphobic, ableist, body shaming, etc) without malicious intent; multiple students involved in substance use; extreme classroom disruption with harmful language/actions; repeated refusal to follow staff direction or reteaching of expected behavior; etc.*

- Nature of Harm Level 3: Offense that significantly impacted the individual(s) involved and the community.
    - *Examples: Malicious acts or speech of hate (racist, sexist, homophobic, transphobic, ableist, body shaming, etc) intended to cause serious harm ; sale or distribution of controlled substances; sexual assault/battery; sales of controled substances; serious physical injury; etc.*

Education Code 48900.5 states: "Suspension shall be imposed only when other means of correction fail to bring about proper conduct."

- *Suspension may occur on the first offense only if " the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process."*
- **Other Means of Correction *(*OMC)** should be utilized as a first choice in all circumstances where outlined. If appropriate, the administrator is not limited to one OMC per occurrence.
- **Not on First Offense (NOFO):** Instances where we do not suspend on first offense per EC 48900.5

Education Code 48900(a) – 48900.7 offenses. For these charges, the school has jurisdiction for those behaviors occurring: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; and during or while going to or coming from, a school sponsored activity.

Administrators must consult with the Assistant Superintendent of Educational Services before utilizing 48915(a) and (c) charges. Recommendation for expulsion must be reported to the Assistant Superintendent of Educational Services on the day of suspension.

Education Codes 48900(a)(1)-48900.7

Ed Code	Violation	Harm Level	1st Occurrence	2nd Occurrence	Additional Occurrences
48900(a)(1)	**Physical Injury** Caused, attempted to cause, or threatened to cause physical injury to another person	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Teach Conflict Resolution Skills ● Referral to COST team	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Daily Behavior Form or Check In Check Out ● Referral to Counseling	OMC **or** 2-4 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(a)(2)	**Force/Violence** Willfully used force or violence upon the person of another, except in self- defense	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Teach Conflict Resolution Skills ● Referral to COST team	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(b)	**Dangerous Object** Possession, sold, or furnished a firearm, knife, explosive, or other dangerous object ***Knife is less than 3.5 inches and non-locking blade***	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Personal Development Project ***Possession of a firearm will result in charge of 48915 (c)(1)***	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return a Parent Teacher conference ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if principal finds that the expulsion is appropriate due to the particular circumstance
48900(c)	**Under the Influence** Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, alcoholic beverage, intoxicant	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Brief Intervention Class/counseling ***Sale of a controlled substance will result in charge of 48915 (c)(3)***	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the principal finds that the expulsion is appropriate due to the particular circumstance

Ed Code	Violation	Harm Level	1st Occurrence	2nd Occurrence	Additional Occurrences
48900(d)	**Controlled Substance** Unlawfully offered, arranged, or negotiating to sell a controlled substance, alcoholic beverage, intoxicant of any kind, either sold, delivered, furnished to a person another liquid	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Brief Intervention Class/counseling ● Personal Development Project ***Sale of a controlled substance will result in charge of 48915 (c)(3)***	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the principal finds that the expulsion is appropriate due to the particular circumstance
48900(e)	**Robbery/Extortion** Committed or attempted to commit robbery or extortion	**2**	OMC ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● No Contact Contract ***Robbery or extortion could result in charge of 48915 (a)(1)(D)***	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the principal finds that the expulsion is appropriate due to the particular circumstance
48900(f)	**Damage to School/Private Property** Caused or attempted to cause damage to school or private property (including Graffiti and Tagging)	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Social Action or Service	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Daily Behavior Form or Check In Check Out	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement if damage was of significant value
48900(g)	**Theft** Stole, or attempting to steal school property or private property	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Social Action or Service ●Personal Development Project	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP)	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify police

Ed Code	Violation	Harm Level	1st Occurrence	2nd Occurrence	Additional Occurrences
48900(h)	**Tobacco/Vaping** Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel	**1**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Brief Intervention Class/counseling ● Personal Development Project	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC or possible 1-3 days out of school suspension
48900(i)	**Obscene Act/Profanity/Vulgarity** Committed an obscene act or engaged in habitual profanity or vulgarity	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Social Action or Service ●Personal Development Project	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return
48900(j)	**Drug Paraphernalia** Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Brief Intervention Class/counseling ● Personal Development Project	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 1-3 days out of school suspension, may be required to check in with administration upon return
48900(k)	**Defiance/Disruption** Willful defiance and/or disruption of school activities and/or the learning environment	**1**	OMC (Never suspend) **See 48900 (k) chart** ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle	OMC **See 48900 (k) chart**	OMC **See 48900 (k) chart**

Ed Code	Violation	Harm Level	1st Occurrence	2nd Occurrence	Additional Occurrences
48900(l)	**Stolen Property/Private Property** Knowingly received stolen school or private property	**1**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Social Action or Service ●Personal Development Project	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP)	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(m)	**Imitation Firearm** Possession of an imitation firearm, means a replica of a firearm that is similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a Firearm	**2**	OMC, (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● Social Action or Service ●Personal Development Project	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP)	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement, and possible recommendation for expulsion if the Principal if the principal finds that the expulsion is appropriate due to the particular circumstance
48900(n)	**Sexual Assault/Battery** Committed or attempted to commit a sexual assault or committed a battery	**2-3**	OMC (*NOFO) *(possible 1-2 day out of school suspension depending on severity level)* ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team **Minor offense (ex. accidental contact)*	OMC or possible 1-3 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling ****May result in a charge of 48915 (c)(4).***	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement ****May result in charge 48915 (c)(4).***
48900(o)	**Harassed/Threatened/ Intimidated a Witness** Harassed, threatened, or intimidated a pupil who is a witness in a school disciplinary proceeding for the purpose of intimidation or retaliation	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● No Contact Contract	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement

Ed Code	Violation	Harm Level	1st Occurrence	2nd Occurrence	Additional Occurrences
48900(p)	**Prescription Drug/Soma** Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma	**2**	OMC (NOFO) ● Parent/Guardian notification ● Referral to COST ● Personal Development Project or Social Action or Service ● Daily Wellness Check-in	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior Contract or Behavior Support Plan (BSP) ● Referral to Counseling	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(q)	**Hazing** Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing"	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● No contact contract	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ● Daily Behavior Form or Check In Check Out)	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(r)	**Bullying** Engaged in an act of bullying, including, but not limited to electronic act, directed toward a pupil or school personnel	**2**	OMC (NOFO) ● Parent/Guardian notification ● Reflection Sheet ● Restorative Circle ● Referral to COST team ● No contact contract ● Personal Development Project	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ●Referral to Counseling ●Social Action or Service	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900(t)	**Aids or Abets** A pupil who aids or abets, infliction or attempted infliction of physical injury to another person	**2**	OMC (NOFO) ● Parent/Guardian notification ● Restorative Circle ● Personal Development Project ● Social Action or Service	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP)	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement

Ed Code	Violation	Harm Level	1st Occurrence	2nd Occurrence	Additional Occurrences
48900.2	**Sexual Harassment** Committed sexual harassment ***(Grades 4 – 12 only)***	**2**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Referral to Counseling ● Behavior Contract ● No contact contact	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP)	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900.3	**Hate Violence** Caused, attempted to cause, threatened to cause, or participated in any act of, hate violence ***(Grades 4 – 12 only)***	**2 -3**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Behavior Contract ● No contact contract ● Referral to COST team ● Personal Development Project orSocial Action or Service	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900.4	**Harassment of personnel or pupils** Engaged in harassment, threats, or intimidation, directed against school District personnel or pupils ***(Grades 4 – 12 only)***	**2**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Behavior Contract ● No contact contract ● Referral to COST team ● Restorative Circle ● Personal Development Project ●Social Action or Service	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ● Attend Tier 2 or 3 support	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement
48900.7	**Terroristic Threats** Terroristic threats against school officials, school property or both	**2**	OMC or 1 day out of school suspension, may be required to check in with administration upon return ● Parent/Guardian notification ● Behavior Contract ● No contact contract ● Referral to Counseling	OMC or possible 1-2 day out of school suspension, may be required to check in with administration upon return ● Formal Restorative Conference ● Behavior contract or Behavior Support Plan (BSP) ● Attend Tier 2 or 3 support	OMC **or possible** 2-5 day out of school suspension, may be required to check in with administration upon return, may notify Law Enforcement

Education Code 48915 (a) offenses, which are more serious in nature and will result in mandatory suspension and possible recommendation for expulsion from Alameda Unified School District.

For 48915 (a) charges, the administrator has jurisdiction for behaviors occurring: while on school grounds and at a school activity. Administrators must consult with the Assistant Superintendent of Educational Services before utilizing a 48915 (a) charge. Recommendation for expulsion must be reported to the Assistant Superintendent of Educational Services on the day of suspension.

Education Codes 48915(a)(1)(A) - (a)(1)(E)

Ed Code	Violation	Harm Level	Initial Occurrence	Additional Occurrences	Interventions/Supports
48915(a)(1)(A)	**Serious Physical Injury** Causing serious physical injury to another person except in self - defense	**3**	OMC **or possible** 1-2 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC **or possible** 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team
48915(a)(1)(B)	**Knife/Dangerous Object** Possession of any knife or other dangerous object of no reasonable use to the pupil ***Knife is longer than 3.5 inches and/or locking blade***	**2**	OMC **or possible** 1-2 day out of school suspension, Principal's Conference, may notify Law Enforcement and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC **or possible** 3-5 day out of school suspension, Principal's Conference, may notifyLaw Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team
48915(a)(1)(C)	**Controlled Substance** Unlawful possession of any controlled substance except for the first offense of possession of not more than one avoirdupois ounce of marijuana	**2**	OMC **or possible** 1-2 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC **or possible** 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Substance Use Counseling Counseling Support Check In Check Out (CICO) Referral to COST team
48915(a)(1)(D)	**Robbery/Extortion** Robbery or Extortion	**3**	OMC **or possible** 1-2 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC or possible 3-5 day out of school suspension, Principal's Conference, may notifyLaw Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team

Ed Code	Violation	Harm Level	Initial Occurrence	Additional Occurrences	Interventions/Supports
48915(a)(1)(E)	**Assault/Battery School Employee** Assault or battery upon any school employee	**3**	OMC **or possible** 1-2 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	OMC **or possible** 3-5 day out of school suspension, Principal's Conference, may notify Law Enforcement, and possible recommendation for expulsion if the Principal finds that the expulsion is appropriate due to the particular circumstance	Counseling Support Check In Check Out (CICO) Referral to COST team

Education Code 48915 (c) violations represent the MOST serious offenses and will result in the mandatory recommendation for expulsion from Alameda Unified School District. For 48915 (c) violations, the behavior must have occurred at school or at a school activity. Administrators must consult with the Assistant Superintendent, Educational Services before utilizing a 48915 (c) charge, with the recommendation for expulsion reported on the day of suspension.

Education Codes 48915(c)(1-5)

Ed Code	Violation	Initial Occurrence
48915(c)(1)	Possession, selling, or otherwise furnishing a firearm. Must be verified/witnessed/observed by District employee	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference, notify Law Enforcement and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(2)	Brandishing a knife	5 day out of school suspension, Notify Assistant Superintendent of Educational Services,hold a Principal's Conference, and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(3)	Selling a controlled substance	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(4)	Committing or attempting to commit sexual assault or battery	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**
48915(c)(5)	Possession of an explosive	5 day out of school suspension, Notify Assistant Superintendent of Educational Services, hold a Principal's Conference, notify Law Enforcement and ***mandatory*** *r*ecommendation for expulsion **Level of Harm 3**

Definitions:

- **Brandishing:** "with reference to a dangerous weapon (including a firearm) means that all or part of the weapon was displayed, or the presence of the weapon was otherwise made known to another person, in order to intimidate that person, regardless of whether the weapon was directly visible to that person. Accordingly, although the dangerous weapon does not have to be directly visible, the weapon must be present."

- **Explosives:** are chemical compounds or mixtures that undergo rapid burning or decomposition with the generation of large amounts of gas and heat, leading to sudden pressure effects.

- **Firearm:** a shotgun or rifle having a barrel of less than eighteen inches in length, or any other weapon, except a pistol or revolver, from which a shot is discharged by an explosive if such weapon is capable of being concealed on the person.

- **Selling:** to exchange possession and ownership of goods or property for money or something of value.

- **Sexual Assault:** Committed or attempted to commit an act of sexual battery, rape, or statutory rape, lewd and lascivious conduct, molestation, etc.

- **Sexual Battery:** As defined in Penal Code Section 243.4(d)(1): "Any person who touches an intimate part of another person, if the touching is against the will of the person touched, and is for specific purpose of sexual arousal, sexual gratification, or sexual abuse." Intimate part means the "sexual organ, anus, groin, or buttocks of any person, and the breast of a female."

GLOSSARY

Terms and definitions as defined in Federal and State Education codes, and used in Alameda Unified School District's Administrative Regulations and Board Policies.

Absence (Unexcused) and Truancy - *EC § 48200* - Any absence that has not been both excused by a parent/guardian or legal guardian and approved by the appropriate school official.

Aiding or abetting - EC § 48900 - Assisting, encouraging, supporting others in the act of inflicting injury to another person.

Arson - Starting or setting a fire on a school campus.

Assault - *EC § 48915(a)(1)(E)* - An unlawful attempt, coupled with present ability, to commit a violent injury to someone.

Battery-EC *§ 48900(n)* - A willful and unlawful use of force or violence upon another and where there is a clear victim and clear abuser.

Battery on a School Employee - *EC § 48915(a)(1)(E)* - Assault or battery, as defined in Section 240 and 242 of the Penal Code, upon any school employee.

Behavior Contract: Written agreement between student and teacher (or admin) that outlines expectations

Behavior Support Plan: More intensive General Education behavior support plan

Behavior Intervention Plan: Intensive Special Education behavior plan

Brandishing - *EC § 48915(c)(2)* - "with reference to a dangerous weapon (including a firearm) means that all or part of the weapon was displayed, or the presence of the weapon was otherwise made known to another person, in order to intimidate that person, regardless of whether the weapon was directly visible to that person. Accordingly, although the dangerous weapon does not have to be directly visible, the weapon must be present."

Bullying, Cyberbullying - *EC § 48900(r):* "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
(B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
(C) Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
(D) Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.

"Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.

For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Bus Conduct - Students who ride school buses are expected to adhere to the same rules of conduct and behavior on the school bus as in school. Engages in misconduct, disrupts school bus travel, disrespects the school bus driver or jeopardizes the safety of school bus rides.

Bystander - This is a student who verbally encourages negative behavior to continue. These behaviors may include, but are not limited to: remaining at a fight even when directed to leave, saying things to encourage the fight to continue.

Cheating - Dishonesty on a test or school related assignment.

Check in/Check out - Student engagement intervention. Students check in with adults before and at the end of the school day. Adults give student behavioral reminders about expected behavior and positive and corrective feedback.

Closed Campus Without A Pass - Leaving campus without proper authorization.

Controlled Substance - *EC § 48900(c), (d), EC § 48915(c)(3)* - Controlled substances are drugs that are regulated by state and federal laws that aim to control the danger of addiction, abuse, physical and mental harm, the trafficking by illegal means, and the dangers from actions of those who have used the substances. Examples are: methamphetamines, cocaine, crack, heroin, LSD, PCP, or unauthorized prescription drugs.

> **Schedule I**. Depressants. Stimulants. (i.e. Methaqualone, GHB, Fenethylline) **Schedule II**. Narcotics. Opiates. (i.e. Opium, Codeine, Morphine, Oxycodone, Cocaine, Fentanyl) **Schedule III**. Stimulants. Depressants. Anabolic Steroids. (i.e. Testosterone, Pentobarbital) **Schedule IV**. Narcotics. Depressants. (i.e. Butorphanol, Barbital) **Schedule V**. Narcotics. (i.e. Buprenorphine)

Coordination of Services Team (COST) - is a multidisciplinary team of school staff and providers who: Meet regularly to review the needs of individual students, support students' academic success, healthy behavioral and social emotional development and collaborate on connecting referred students to resources and interventions

Dangerous Object - *EC § 48900(b)* - Any object used in a dangerous way or an object that could cause harm to themselves or others. Examples include, but are not limited to: firearm, explosive, safety pins, laser pointers, paper clips that are opened. Consider a knife with a blade smaller than 3.5 inches as a dangerous object.

Defiance of School Personnel's Authority - *EC § 48900(k)* - Refusal to comply with reasonable requests of school personnel.

Destruction or Defacement of Property - *EC § 48900(f)* - Destroying or mutilating property or materials belonging to the school, school personnel or other persons. This includes graffiti/ tagging.

Discipline - To instruct, to train in accordance with the rules, an activity or exercise to improve a skill. Equipping students for behavioral and social success is a school-wide responsibility which requires the commitment and efforts of all adults – not just a select few are perceived as "disciplinarians."

Disorderly Conduct, Including Profanity And Obscene Behavior - *EC § 48900(i)* - Conduct and/or behavior that is disruptive to the orderly educational procedure of the school.

Drug/Alcohol - *EC § 48900(c)* - The use, possession or sale of a controlled substance, or alcoholic beverage, or the selling of other substances or materials and representing such substances or material as a controlled substance or alcoholic beverage.

Drug Paraphernalia - *EC § 48900(j)* - any equipment, product, or material of any kind which is primarily intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, possession of which is unlawful. (ie., scales, balances, hypodermic syringe, needles, bongs, roach clips, pipes)

Due Process - Whenever a student is deprived of their right to education through disciplinary actions such as suspension or expulsion, the student is entitled to due process. This right to due process includes the right to notice and a fair hearing prior to the administration of long-term suspension or expulsion.

Electronic Devices - Included are cellular phones, smartphone type devices, PDAs, MP3 players, iPod type devices, and portable computers such as laptops, iPads, tablets and netbooks, as well as portable storage devices.

Electronic Act - *EC § 48900(r)* - means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network internet website, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

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

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this subclause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Explosives - *EC § 48915(c)(5), EC § 48900(b)* - Chemical compounds or mixtures that undergo rapid burning or decomposition with the generation of large amounts of gas and heat, leading to sudden pressure effects. (Firecrackers are considered dangerous objects)

Explosive Devices - *EC § 48915(c)(5)* - The use, possession, or sale of explosive devices. Examples are: self or handmade explosive devices, M-80, M-100, Silver Salute, M-250, M-1000, Quarter Stick, etc. Illegal explosive devices are not fireworks.

Expulsion EC *§ 48918* - Removal of a pupil from (1) immediate supervision and control, or (2) the general supervision of school personnel. When a Principal recommends expulsion, the Administrator will forward the request to the Director of Student Services on or before the fifth day of suspension. The Principal will hold a Principal's Conference (PC) by the fifth day of suspension. The Student Services Administrator will notify the family to arrange for a meeting to discuss the recommendation.

Extortion/Robbery - *EC § 48900(e)* - The solicitation of money, or something of value, from another person, in return for protection, or in connection with a threat to inflict harm.

False Fire Alarm - Deliberately pulling or setting off school fire alarms.

Fighting/Mutual Combat - Engaging in or threatening an act which causes or might cause harm to another person; mutual combat between two people.

Fighting/Assault - Willfully using force or violence upon another except in self-defense.

Firearm - *EC § 48915(c)(1)* - A shotgun or rifle having a barrel of less than eighteen inches in length, or any other weapon, except a pistol or revolver, from which a shot is discharged by an explosive if such weapon is capable of being concealed on the person.

Forgery - Writing and using the signature or initials of another person.

Gambling - Participating in games of chance for the purpose of exchanging money or something of value.

Gang Behavior/Attire - Engaging in behavior (writings, hand signals, intimidation, "stare down", etc.) or wearing attire (caps, shirts, "rags") or symbols (notebooks, tattoos, etc.) that signify gang affiliation or membership.

Harassment, Threats and Intimidation - *EC § 48900.4* - Intentionally engaged in harassment, threats or intimidation directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and expected effect of materially disrupting class work, creating substantial disorder and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

Hate Crimes/Violence - *EC § 48900.3* - Actions committed because of the victim's race, color, religion, nationality, country or origin, ancestry, disability, or sexual orientation. (a) "Hate crime" means a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim:

- Disability
- Gender
- Nationality
- Race or ethnicity
- Religion
- Sexual orientation

Hazing - *EC § 48900(q)* - Any method of initiation into a student organization or group that causes or may cause physical harm or personal degradation or disgrace resulting in physical or mental harm to a student.

Horseplay - rough, boisterous, or rowdy play, esp. when people push each other as a joke.

Intervention - Behavior interventions are specific actions taken for the purpose of changing the behavior of either an individual or a group of people.

Knife - *EC § 48915(c)(5)* - "Knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding blade that locks into place, or a razor with an unguarded blade (EC 48915(g)).

Multi-Tiered System of Support (MTSS) - is a systemic, continuous improvement framework in which data-based problem-solving and decision making is practiced across all levels of the educational system for supporting students.

Obscene Act/Gesture - Any act or gesture that is considered offensive to others. Examples include, but are not limited to: using inappropriate hand gestures, rotating ones hips in a suggestive manner, or other similar behaviors.

Other Means of Correction - Possible alternatives to suspension that may be utilized by administrators.

Positive Behavior Interventions and Supports (PBIS) - a proactive approach that schools use to improve school safety and promote positive behavior. The focus of PBIS is prevention, not punishment.

Profanity - *EC § 48900(i)* - Vulgarity or acts which are considered obscene.

RecklessDrivingOn/Around Campus - Excessive speed or careless driving.

Reflection Sheet

Restitution - a monetary payment sometimes ordered to be made as part of a judgment in negligence and/or contracts cases to restore a loss.

Retaliation - *EC § 48900(o)* - is the act of seeking revenge upon another.

Restorative Practice - A framework or series of practices that promote building respectful relationships as a foundation for teaching and learning. It is a way of dealing with the inappropriate behaviors in a manner that requires individuals to take responsibility for their behavior by acknowledging what happened and the people who have been affected by their behavior, focusing on repairing the harm.

Robbery - *EC § 48900(e)* - Taking property by the use of violence (PC 211).

Roughhouse: act in a boisterous, violent manner

Self-defense - *EC § 48900a(2)* - The right to use reasonable force to protect oneself from bodily harm, or to a lesser extent, one's property, from the attack of an aggressor, if the defender has reason to believe he/she/they is/are in danger.

Selling - *EC § 48915(e)* - To exchange possession and ownership of goods or property for money or something of value.

Serious Bodily Injury - *EC § 48915(a)(1)(A)* - A serious impairment of physical condition including, but not limited to, the following: loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement (PC 243). "Injury" means any physical injury which requires professional medical treatment.

Sexual Assault - *EC § 48915(c)(4), EC § 48900(n)* - Committed or attempted to commit an act of sexual battery, rape, statutory rape, lewd and lascivious conduct, molestation, etc.

Sexual Battery - *EC § 48915(c)(4)* - As defined in Penal Code Section 243.4(d)(1): "Any person who touches an intimate part of another person, if the touching is against the will of the person touched, and is for the specific purpose of sexual arousal, sexual gratification, or sexual abuse." Intimate part means the "sexual organ, anus, groin, or buttocks of any person, and the breast of a female."

Sexual Harassment - *EC § 48900.2* - Unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature, if this behavior is sufficiently severe or pervasive to have a negative impact on the individual's academic performance, or creates an intimidating, hostile or offensive educational environment.

Suspension - *EC § 48925* - Removal of a pupil from ongoing instruction for adjustment purposes.

Social Emotional Learning (SEL) - The process through which children and adults understand and manage emotions, set and achieve goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. (CASEL.org)

Student Success Team (SST) - Is a positive school-site team, which identifies effective strategies to meet the needs of individual students. Used as an intervention.

Tardy - Arriving late to school or class.

Terroristic Threat - *EC § 48900.7* - Is defined by Education Code Section 48900.7 subdivision (b) "as any written or oral statement specifically intended to be taken as a threat even if there is no actual intent of carrying it out. The statement must be threatening death, great bodily injury to another, or property damage over $1,000. The threat is considered a terrorist threat if, on its face and under the situation in which it is made, it is "so unequivocal, unconditional, immediate and specific as to convey…a gravity of purpose and an immediate prospect of execution of the threat…causes that person reasonably to be in sustained fear for his or her own safety, his or her immediate family's safety, the protection of school district property, the personal property of the person threatened or his or her immediate family."

Theft/Possession of Stolen Property - EC § 48900(g) - Taking or attempting to take property that does not belong to you, or knowingly being in possession of stolen property.

Tobacco Use/Possession - *EC § 48900(h)* - The possession or use of tobacco or nicotine products on school property. Prohibited products include, but not limited to cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel, electronic cigarettes, electronic hookahs, and vapor-emitting devices.

Truancy - EC § 48260(a) - A pupil subject to compulsory full-time education or to compulsory education who is absent from school without a valid excuse three full days in one school year or tardy or absent for more than a 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof, shall be classified as truant and shall be reported to the attendance supervisor or to the superintendent of the school district.

Weapon - *EC § 48915(g)* - Is generally something used to injure, defeat, or destroy and may cover many types of instruments, such as a blackjack, slingshot, billy, metal knuckles, dagger, knife, pistol, revolver, or any other firearm, razor with an unguarded blade, and any metal pipe or bar used or intended to be used as a club, among others. Consider a knife with a blade 2.5 to 3.5 inches a "weapon" not a knife.

Weapons/Dangerous Objects - The possession, use or sale of any object that might be used to inflict bodily injury to another person.

Partnering with you to support our students

At AUSD we care deeply about our students' well-being, and we know that their mental and emotional health is a crucial part of that well-being. That is why we offer a wide array of social-emotional and mental health services to students in grades TK-12.

Do you know that AUSD is part of a program that helps our schools provide resources and care to student who need mental health support? It is a statewide initiative called the "Children and Youth Behavioral Health Initiative". It requires health insurers to reimburse school districts for behavioral health services provided to your child. Learn more here: Details on CYBHI

Please use this guide to find information about how to seek services you think your child needs. You can also find information on our mental health web page: www.alamedaunified.org

alameda family services

A BETTER WAY

care solace

Calming the Chaos of Mental Health Care

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Alameda Unified School District
Student Support Services

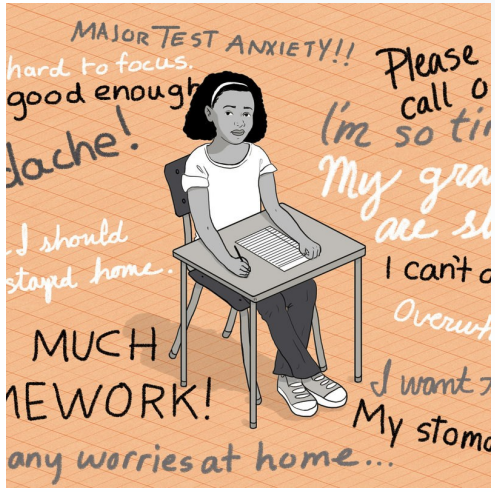
2060 Challenger Drive
Alameda, CA 94501

Phone: 510-337-7072
Fax: 510-337-7071

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Family Guide to School Mental Health Supports





Our Community-Based Mental Health Partners

Alameda Family Services
provides counseling services at all of our school sites. They can also provide case management services for students/families that need extra support.

A Better Way
provides counseling services for Medi-Cal eligible students at Wood Middle School.

La Familia
Serves our Medi-Cal eligible secondary students by providing comprehensive multicultural substance abuse treatment services to youth between the ages of 12-21.

Care Solace
Quickly and confidentially finds available providers matched to your needs. Call 888-515-0595 or go to caresolace.com/alameda families

Guide to Services

Elementary School Students can be referred by staff at the school or their parent/guardian. While individual counseling is available, groups are the most common recommendation for children at this age. If you would like to discuss services for your elementary school child, please contact your principal.

Middle School Students can be referred by staff at the school or their parent/guardian. Both groups and individual counseling are available. Middle school students can also request brief counseling sessions through their school counselors. If you would like to discuss services for your middle school child, please see your child's school counselor.

High School Students can self-refer or be referred by staff or their parent/guardian. These students can also request services themselves. Group and individual counseling are available and typically are provided through our School Based Health Centers (SBHC),* which is overseen by Alameda Family Services. Students at the high schools can also seek brief counseling intervention through their school counselors. If you would like to discuss services for your high school child, please contact your child's school counselor.

*In addition to behavioral and mental health services, the School Based Health Centers at the high schools offer free medical services, health education, and youth development. The SBHC also has a case manager that provide Alcohol and Other Drug (AOD) referrals, as well as services for students at extremely high risk for hurting themselves or others.

CA Child & Youth Behavioral Health Initiative (CYBHI) Fee Reimbursements

Called the "California Child and Youth Behavioral Initiative," the program allows school districts to be reimbursed for socio-emotional mental health services they provide to students. The reimbursements come directly from families' health insurance providers, including Medi-Cal and private insurance to support socio-emotional and mental health services for students.

The new program will enable us to continue providing mental and emotional health services to your children. Here's how it works:

- AUSD asks for your student's health insurance information so that we can submit reimbursement requests for the services we provide. We will keep this information secure and confidential, as required by state and federal laws.
- You will be required to sign a consent for us to bill your insurance company.
- Consent for services is **not** required for class or school-wide presentations, risk-assessments, behavioral health screenings, etc.
- We **will** require consent for services to deliver individual or group counseling.

This reimbursement will come to the district directly from the insurance companies, at no cost to parents/guardians. State law prohibits health plans and insurers from passing any of the cost to families. Families **will not** pay any out-of-pocket expenses (e.g., co-payments or deductibles) for behavioral health services provided by the District. These services are complete free and receiving them in school **will not** affect your child's coverage under the health plan or insurer.

Board Policy 5146: Married/Pregnant/Parenting Students

The Governing Board recognizes that responsibilities pertaining to marriage, pregnancy, or parenting, including related obligations, conditions, or recovery, may disrupt a student's education and increase the chance of a student dropping out of school. The Board desires to minimize interruption to such students' educational progress by supporting married, pregnant, and parenting students in their continued education, assisting them to attain strong academic and parenting skills, and promoting the healthy development of their child(ren).

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's actual or potential pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats a student differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

In accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications, the Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

For district-related purposes, a student under 18 years of age who enters into a valid marriage is an emancipated minor who shall have all the rights and privileges of students who are 18 years of age or older, even if the marriage has been dissolved. (Family Code 7002)

Such rights include, but are not limited to, those related to the verification of student absences as specified in Administrative Regulation 5113 - Absences and Excuses, application for a work permit as specified in Administrative Regulation 5113.2 - Work Permits, and access to student records as specified in Administrative Regulation 5125 - Student Records.

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child. Any alternative education program, activity, or course that is offered separately to students who are pregnant or parenting, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950) If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related conditions or recovery, to obtain certification from a physician or nurse practitioner indicating that the student

is physically and emotionally able to continue participation in the education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40) To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Childcare and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities
2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28
4. Health care services, including prenatal care
5. Tobacco, alcohol, and/or drug prevention and intervention services
6. Academic and personal counseling
7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

A student who is pregnant or parenting shall be entitled to parental leave as permitted by law. The period of the leave shall be the greater of eight weeks, or the length of time deemed medically necessary by the student's healthcare provider. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. (Education Code 46015; 34 CFR 106.40)

The student, if 18 years of age or older, or the student's educational rights holder shall notify the district of the student's intent to take parental leave, although failure to do so does not abridge any of the rights provided to the student under this policy. (Education Code 46015)

No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school

program or an alternative education program. A student who is pregnant or parenting, or has related conditions, shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a student who is pregnant or parenting, or has related conditions, may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. (Education Code 46015)

Upon return to school, a student who is pregnant or parenting shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

Accommodations

When necessary, the district shall provide accommodations to enable a student who is pregnant or parenting to access the educational program.

Additionally, a student who is pregnant, experiences a false pregnancy, or terminates a pregnancy, or who must recover from any of these, shall have access to any services available to other students with temporary medical conditions. (34 CFR 106.40)

The district shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of a student's actual or potential pregnancy, marital, or parental status; district noncompliance with the requirements of Education Code

46015; or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be investigated and resolved in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, attendance, graduation rate, and/or student feedback on district programs and services.

Administrative Regulation 5146: Married/Pregnant/Parenting Students

The Superintendent or designee may grant a student a leave of absence due to pregnancy, childbirth or abortion for as long as it is deemed medically necessary. At the conclusion of the leave, the student shall be reinstated to the status she held when the leave began. (34 CFR 106.40)

A pregnant or parenting student also may request exemption from attendance because of a physical or mental condition or because of personal services that must be rendered to a dependent. (Education Code 48410)

Cal-SAFE Program

A male or female student shall be eligible to enroll in the district's California School Age Families Education (Cal-SAFE) program if he/she: (Education Code 54747, 56026)

1. Is an expectant parent, custodial parent, or noncustodial parent taking an active role in the care and supervision of the child
2. Has not earned a high school diploma or its equivalent
3. Meets one of the following additional conditions:
    a. Is age 18 years of age or younger
    b. Is age 19 and has been continuously enrolled in the program since before his/her 19th birthday. Such a student may be enrolled in the program for one additional semester.
    c. The student is below age 22 and has an active individualized education plan.

Students shall be enrolled in the program on an open-entry and open-exit basis. (Education Code 54745)

A student shall not be denied initial or continuous enrollment because of having had multiple pregnancies, more than one child, or a change in eligibility status from expectant to parenting. (Education Code 54747)

No fees shall be charged to students or their families for services provided through the district's Cal-SAFE program. (Education Code 54745)

The Superintendent or designee shall complete an intake procedure regarding each student upon entry into the program, and periodically thereafter as necessary, to determine appropriate levels and types of services to be provided. (Education Code 54746)

The Superintendent or designee shall provide staff development and conduct community outreach in order to establish a positive learning environment and supportive school policies. (Education Code 54745)

The Superintendent or designee shall participate in the development of the county service coordination plan for providing educational and related support services to expectant and parenting teens and their children. He/she also shall participate in data collection and evaluation of the program. (Education Code 54744, 54745)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
22 CCR 101151-101239.2	General requirements; licensed childcare centers
22 CCR 101351-101439.1	Infant care centers
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4950	Nondiscrimination; marital and parental status
Civ. Code 51	Unruh Civil Rights Act
Ed. Code 221.51	Nondiscrimination; married, pregnant, and parenting students
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 230	Sex discrimination
Ed. Code 46015	Parental leave
Ed. Code 48050	Residents of adjoining states
Ed. Code 48205	Excused absences
Ed. Code 48206.3	Temporary disability; definition
Ed. Code 48220	Compulsory education requirement

State	Description
Ed. Code 48410	Persons exempted from continuation classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49553	Nutrition supplements for pregnant/lactating students
Ed. Code 51220.5	Parenting skills and education
Ed. Code 51745	Independent study
Ed. Code 52610.5	Enrollment of pregnant and parenting students in adult education
Ed. Code 8200-8490	Child Care and Development Services Act
Fam. Code 7002	Description of emancipated minor
H&S Code 104460	Tobacco prevention services for pregnant and parenting students
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.40	Marital or parental status
42 USC 1786	Special supplemental nutrition program for women, infants, and children
7 CFR 246.1-246.28	Special supplemental nutrition program for women, infants, and children

Management Resources	Description
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
California Women's Law Center Publication	Pregnant Students and Confidential Medical Services, 2013
California Women's Law Center Publication	Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012
California Women's Law Center Publication	The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
U.S. Department of Education Publication	Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013
Website	CSBA District and County Office of Education Legal Services

Management Resources	Description
Website	California Women's Law Center
Website	U.S. Department of Agriculture, Women, Infants, and Children Program
Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
4131	Staff Development
4131	Staff Development
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5141.25	Availability Of Condoms

Code	Description
5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6158	Independent Study
6158	Independent Study
6164.5	Student Success Teams
6164.5	Student Success Teams
6184	Continuation Education
6184	Continuation Education

Regulation 6154: Homework/Makeup Work

Status: ADOPTED

Original Adopted Date: 08/25/2009 | **Last Revised Date:** 02/08/2022 | **Last Reviewed Date:** 02/08/2022

Alameda Unified School District Values

Homework is defined as school-related and assigned work completed beyond the regular school day. Homework may be assigned when necessary to support classroom lessons, enable students to complete unfinished assignments, or review and apply academic content for better understanding.
The following values are foundational to the district's vision for effective implementation of a school sites homework policy:

1. Parents/guardians and teachers shall be mindful of the need for students to live balanced lives so they may achieve optimal health, development and learning.

2. Homework shall have a positive impact on learning and achievement.

3. Homework shall have a positive impact on student attitude, self-esteem, and healthy development of the whole student.

4. Homework shall be the work of the student.

5. Teachers shall not be required to assign homework.

6. All supplies, materials, and equipment needed to complete assigned homework shall be provided to pupils free of charge.

7. No assignment shall be made which is punitive in nature.

8. Loss of recess shall not be a consequence for lack of homework completion.

9. Whenever possible, homework should take into consideration individual student needs and abilities through various forms of differentiation. Homework assigned should be appropriate to the student's age and developmental level with regard to length of assignment and time available for completion.

10. Accommodations or modifications specified in IEP/504 plans shall take precedence over any of the requirements/guidance stated in this policy.

The Board acknowledges the body of scholarly research demonstrating the minimal to modest impact of homework on student achievement. This acknowledged research, including meta-analyses by researchers such as Harris Cooper and John Hattie, have been unable to reveal a significant positive impact at the elementary level and demonstrate a moderate positive impact at the secondary level, though this impact diminishes when the quantity of homework becomes too large.

A. Purpose of Homework

When assigned, homework must include a clear articulation of the following: The purpose(s) and expected outcome(s) shall be clearly articulated in advance. There are four general types of homework that may be optionally assigned, each having a different intended purpose. The purpose of any assigned homework must be aligned with the course curriculum and be grade level appropriate. If homework is assigned, students shall be provided adequate direction and understanding of the assignment as a precedent for assigning homework. Where appropriate, classroom instructional time shall be given at the onset to assist students in effectively understanding and starting the assignment. Instruction shall include opportunities for development of organizational and study skills. Teachers will be able to articulate, How the assignment is related to prior and/or future classroom instruction? Why is it being assigned? How will it be used?

B. The Four Types of Homework Defined

1. Practice: Work to review or reinforce skills and concepts taught in class.

2. Incomplete classwork: Work assigned during the class period that was not completed in class.

3. Review: Work that prepares students for upcoming lessons, assessments and or units of study.

4. Make up Work: Defined in accordance with educational code.

No student shall lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. A reasonable period of time shall be defined as at least two school days per day of excused absence. Excused absences include field trips and school-sponsored sports and other activities.

Upon timely request, students shall be given the opportunity to complete all assignments and tests for full credit. As determined by the teacher, the assignments and tests can be reasonably equivalent to, but not necessarily identical to, the assignments and tests missed during the absence.

The Superintendent or designee shall notify parents/guardians that no student may have his/her grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 4820(https://simbli.eboardsolutions.com/SU/b0qzBP2lfs0QXp1qJIvq5A==) 5. (Education Code 4898(https://simbli.eboardsolutions.com/SU/U72kzvLWFEKxoype1vyRdQ==) 0)

The teacher of any class from which a student is suspended shall give and may require, in accordance with Ed Code, the student to complete any assignments and tests missed during the suspension. (Education Code 4891(https://simbli.eboardsolutions.com/SU/vlNVNmc8Ef73XcFeiplusgBQg==) 3)
Co-curricular performances/contests/events are considered instructional time. Rehearsals and practices are considered homework.

If a conflict arises between two school-related/school-sponsored activities, the parent and teacher can create a resolution that does not have an adverse effect on the student or the class grade. This may also apply to a student activity which has a significant impact on post high school planning.

(cf. 512(https://simbli.eboardsolutions.com/SU/DxukB4WhY3KxBGzLEOEO8Q==) 1 - Grades/Evaluation of Student Achievement) (cf. 5145.(https://simbli.eboardsolutions.com/SU/nNnhHsplus7J269jHhgQM4slshFQ==) 6 - Parental Notifications)
(cf. 5144.(https://simbli.eboardsolutions.com/SU/LslshoilIGTo7WdQZKsDalqsw==) 1 - Suspension and Expulsion/Due Process

C. Maximum Amount of Homework Time

In designing and assigning homework teachers shall take into account the need for students to lead balanced lives and engage in activities beyond schoolwork. This shall include consideration of the total length of time it takes to complete a given assignment as well as the time allotted for a student to work on the assignment prior to the due date. Further, this shall also include consideration of any requirement that students collaborate with each other to achieve the stated purpose and outcomes.

Homework may be assigned four nights per week, Monday through Thursday. The time limits stated below are the maximum time for any one night. (See Weekend and Holidays.) Whenever possible, teachers are encouraged to provide assignments in advance to allow flexible time management opportunities to students and their families.

When a student does not complete an assignment during the class time, s/he may be assigned the in-class work to complete in addition to the homework.

When a student takes a course which is generally offered above his/her grade level, that student can expect to spend the amount of time doing homework specified for the course level. (AP, Honors, advanced placement classes)

Although art may be a part of an assigned project in a non-art class, the evaluation of the project shall not penalize students who lack strengths in using art as a medium of expression.
Loss of recess/breaks or lunch break shall not be a consequence for lack of homework completion. While teachers may occasionally keep a student for a momentary check for understanding, recess/breaks or lunch break should otherwise not be denied.

Please use the following as a guide for the maximum time Homework should take or be assigned by grade level per day:

Transitional Kindergarten and Kindergarten (≤ 10 minutes)
First Grade (≤ 15 minutes)
Second Grade (≤ 25 minutes)
Third Grade (≤ 30 minutes)
Fourth Grade (≤ 45 minutes)
Fifth Grade (≤ 50 minutes)
Sixth Grade - Sixty minutes per day may be assigned. This includes social studies and science homework. Music practice may also be assigned 80 additional minutes per week.
Seventh-Eight Grade - English and mathematics classes may each assign twenty minutes per day. Other academic classes, including foreign language and science, may assign fifteen minutes per day. For example, a schedule with English, Mathematics, and three other academic classes, this would result in no more than 85 minutes of homework per day. Music practice may be assigned 80 additional minutes per week.
Ninth-Twelfth Grade - English and mathematics classes may each assign thirty minutes per day. Other academic classes, including foreign language, music or science, that do not carry the designation Honors or AP may assign twenty minutes per day.

For a schedule with English, Mathematics, and three other academic classes, this would result in two hours of homework per day. High school Honors and Advanced Placement (AP) classes may require more. Consult the school's course catalog and course syllabus.

The remainder of this policy applies to all grades and all classes, including Honors and AP.

D. Weekend and Holiday Assignments

Weekend and holiday homework shall not be assigned with the expectation that it be completed during those times. For example, a one-day assignment made on Friday would not be due until Tuesday; a two-**day assignment would be due on Wednesday, and so on.**

E. Long-Term Homework Assignments

Long-term homework assignments, i.e. those assigned over more than five school days, shall provide a proportionate learning benefit relative to the time required to complete the assignment. The time needed to accomplish long-term assignments should be integrated into the total time needed for all homework assignments, short and long term.

Teachers shall provide clear, written directions for assignments. These directions to students should include all relevant information, such as the due date, the required length (if any), any required format specifics, planned checkpoints, and penalties for late or non-completion of work.Classroom instructional time should be given at the onset of projects to assist students in understanding and starting the project satisfactorily.

Some checkpoints or scaffolding should be provided during class time with adequate feedback from the teacher with respect to student progress.

No summer homework may be assigned with the exception of Advanced Placement if required or recommended by the College Board.

F. Collaboration

The Superintendent or designee shall collaborate with school administrators and teachers to develop and regularly review guidelines for the assignment of homework and the related responsibilities of students, staff, and parents/guardians. One of the goals of collaboration may be to establish common philosophies and practices across school sites, grade levels, and courses. Monthly site collaboration time as well as other staff meeting times may be used to create accessible common school-wide calendars, coordinate assignments to minimize overlapping tests and projects, and for discussion of best practices related to homework assignments.

G. Professional Development

Ongoing professional development shall focus on the quality of homework. As needed, teachers may receive training in designing relevant homework assignments that reinforce classroom learning objectives. Professional development for teachers may include:

- Training in design of relevant homework assignments that reinforce classroom learning objectives
- Training in research-based practices for grading including the specific impact of zeros
- Training in best practices for each of the four types of homework

(cf. (https://simbli.eboardsolutions.com/SU/BwIjnBCmpluspyRyzQsebDEMQ==) 4131 - Staff Development)

H. Notification

At the beginning of the school year, teachers shall communicate homework expectations to students and their parents/guardians. Homework guidelines also shall be included in student and/or parent handbooks. These communications shall include the manner in which homework relates to achievement of academic standards and course content, the impact of homework assignments on students' grades, any school resources and programs that are available to provide homework support, and ways in which parents/guardians may appropriately assist their children.

Throughout the school year parents/guardians shall be provided access to the following information:

a. What homework has been assigned and whether it will be included in a student's grade

b. The date of assignment and due date

This shall be done in a manner that allows parents/guardians to access the above information outside of school hours and without having to travel to the physical school campus. It is recommended that such access be through direct provision of the information via an online medium, in particular at the secondary grade level where the district provides access to online course tools.

If a student repeatedly fails to complete his/her homework, the teacher shall notify the student's parents/guardians as soon as possible so that corrective action can be taken prior to the release of any final grades or report cards.

Although it is the student's responsibility to undertake assignments independently, parents/guardians may serve as a resource and are encouraged to ensure that their child's homework assignments are completed. When a student repeatedly fails to complete their homework, the teacher shall notify the student's parents/guardians as soon as possible so that corrective action can be taken prior to the release of any final grades or report cards.

I. Annual Review

On an annual basis, the Superintendent or designee shall initiate evaluation of this policy and its regulations and provide recommendations for revision as needed.

J. Roles and Responsibilities

Students are responsible for:

1. Ensuring understanding of the homework and asking for clarification or help when needed.
2. Regularly completing assigned homework in a timely manner.
3. Planning for long-term assignments, when developmentally appropriate.
4. Recording assignments in their planner or using another means of recording homework.
5. Putting forth their best effort to produce quality work.
6. Communicating to parents and teachers when homework assignments become overwhelming or if they are not consistently able to do the homework within the time guidelines, or if challenges or questions arise.

Teachers are responsible for:

1. Know and comply with the homework policy as it applies to their classes.
2. Encourage a partnership with family and students that promotes timely, regular communication and supports families in the homework process.
3. Provide multiple ways for students and parents to access homework assignments and due dates. For example, web sites, classroom postings, weekly assignment handouts, and use of planners/calendars can all be effective.

4. Communicate the objective of the homework task or explain how it helps learning and share expectations for homework with students and parents, including when it is appropriate for the student to cease working on the day's home work (e.g. it is taking too much time or the student is unable to complete the assignment independently).
5. Ensure any homework assigned is necessary, directly related to classroom instruction, and consists of clear and purposeful activities.
6. Provide feedback in a timely and clear manner so the student may incorporate that feedback into subsequent related class/course work.
7. Whenever possible, homework should take into consideration individual student needs and abilities through various forms of differentiation. Homework assigned should be appropriate to the student's age and developmental level with regard to length of assignment and time available for completion. Accommodations or modifications specified in IEP/504 plans shall take precedence over any of the requirements/guidance stated in this policy.

Parents/Guardians/Caregivers are encouraged to:

(NOTE: More student independence is emphasized as students progress toward middle and high school)

1. Encourage reading at all grade levels.
2. Make their best effort to provide an appropriate environment for homework to be done.
3. Provide a healthy balance between homework, extra and co-curricular activities, and family commitments.
4. Support their student in following-up with their teacher before, during, and/or after an absence. If an absence is planned in advance, parents/guardians/caregivers are encouraged to follow-up with their student's teacher prior to the date(s) of absence.
5. When able, check student homework to assess if the student is completing correct tasks.
6. Support students to set aside time for nightly homework and outline plans for longer term assignments.

Principals and Site Administrators are responsible for:

1. Ensuring compliance with the homework policy.
2. Coordinating school-wide resources and practices that support homework, e.g. use of planners, library facilities, academic support programs, ensuring effective communication between teachers so that homework assignments are balanced across content areas and courses.
3. Ensuring this policy is easily accessible (and translated as needed) on the school's website or upon request.
4. Supporting and facilitating teacher collaboration and professional dialogue about homework and balancing the overall load of assignments across multiple teachers.
5. Introducing parents/guardians to the homework policy within the first month of school (at minimum this should be done on Back to School Night).

The Superintendent or designee is responsible for:

1. Publicizing and making it easily available on the district's website the homework policy as adopted by the Board of Education; make translations and hard copies available as needed.
2. Providing training for administrators to work with their staff on implementation of the homework policy.
3. Crafting, publicizing, and overseeing administrative remedies that students, parents/guardians, and teachers can access in the event this board policy and/or administrative guidelines are not implemented.
4. Directing staff to design an evaluation process to be completed after the first full year of implementation of the policy. If changes are made to the policy or regulations given the outcome of the evaluation, a second evaluation will be completed after full implementation of the revised BP/AR.
5. Including at least one question assessing the quality and amount of homework in an annual school survey of parents/guardians. The Superintendent and/or designee shall monitor responses to check for policy compliance.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Curriculum & Instruction
2060 Challenger Drive
Alameda, CA 94501
Phone 510.337-7064
tharris@alamedaunified.org

5th GRADE PUBERTY EDUCATION NOTIFICATION

Dear Parent or Guardian:

Alameda Unified School District provides instruction in comprehensive sexual health education as approved by the Board of Education. Focused at the fifth grade level, this instruction is designed to meet the educational needs and maturity levels of the participating students.

Parents or guardians who desire to review written or audiovisual materials to be used in the classroom in conjunction with comprehensive sexual health education instruction may request to do so by contacting their child's principal.

Under California Education Code 51937–51939, parents or guardians may opt their child out of comprehensive sexual health education through a passive ("opt-out") process. However, they may not opt out of only the LGBTQ-related content—doing so means opting out of the entire curriculum.

This letter is being sent home as an informational item to ensure that parents or guardians of students in designated grade levels are aware of possible sensitive instructional units included within the comprehensive sexual health education curriculum as offered by the Alameda Unified School District.

Sincerely,

Tanya Harris
Director of Elementary Education

✂ _____

Please return this part of the letter to the school office only if, as a parent/guardian of a Grade 5 student, you do not wish to have your child participate in portions of the curriculum (if you are opting out of LGBTQ content you are opting out of all lessons). Please contact your principal for more details.

I do not wish my child,_____(student's full name), to participate in comprehensive sexual health education.

_____ _____ _____
(Parent/Guardian Signature) (Phone) (Date)

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Parent/Guardian Notification Form for 6th Grade Sexual Health Education

The *California Healthy Youth Act* requires that comprehensive, medically accurate, and unbiased sexual health education be taught in middle and high school. AUSD's 6th Grade curriculum was developed by Oakland Unified School District, is approved by the State of California, and covers these topics:

- Puberty and body changes
- Menstruation and reproduction
- Healthy communication
- Identity development and inclusion
- Respect in friendships and relationships

When will Puberty Health Education be taught?

During the 2026-2027 school year, each school site will determine when the Oakland Teens curriculum will be delivered. Your child's science teacher will provide you with exact dates.

Who will teach it?

Puberty Health Education will be taught by Science teachers and in some cases Special Education teachers.

Do you have questions?

For more information about puberty and sexual health education at AUSD, please visit our website: http://www.alamedaunified.org If you have any questions or would like to view the Healthy Oakland Teens curriculum materials, please contact the teacher who sent this notice, or Vernon Walton,
Director of Secondary Education
vwalton@alamedaunified.org

If you do not want your child to receive Sexual Health Education, please contact your child's Science teacher via ParentSquare or email and state that you do not want your child to participate in the Healthy Oakland Teens curriculum. **CDE FAQ LGBTQ: Inclusivity Requirements and How they interact with Parental Opt out)**

Parent & Family Resources for Sexual Health Education

Did you know? In a national survey teens reported that their ***parents*** have the greatest influence on their decisions about sex, more than friends, siblings or other media.[1]

Tips for Talking To Your Teen About Sexual Health*

- Identify opportunities to have conversations about sex and decision making—such as in the car, after watching a TV show or movie together, or even via text.
- Have frequent conversations about sexual health and decision making, rather than one single "talk."
- Be relaxed and open; encourage your teen to ask questions. It's okay to say that you're feeling uncomfortable or that you don't have all the answers. You can look them up together!
- Make sure your teen has opportunities to talk to a health care provider in a confidential setting.

*Adapted from CDC publication *Talking With Your Teens About Sex: Going Beyond "theTalk"* https://www.cdc.gov/healthyyouth/protective/pdf/talking_teens.pdf

What is Effective Parental Monitoring?**

- Parental monitoring includes the ways parents set expectations, keep track of their teens and respond when rules are broken.
- Talk with your teen about rules, expectations and consequences. Listen to how they feel.
- Get to know your teen's friends, and their friends' parents. Ask where they are going and who will be there.
- Keep track of how your teen spends time online, and talk about using the internet safely.
- Make sure your teen knows how to contact you at all times

**Adapted from CDC publication *Monitoring Your Teen's Activities: What Parents and Families Should Know* https://www.cdc.gov/healthyyouth/protective/pdf/parental_monitoring_factsheet.pdf

How to be an "Askable" Parent/Guardian***

- Listen more than you speak when talking with your teen. Don't laugh at their questions.
- Don't be afraid to admit if you are uncomfortable or don't know the answer. Discomfort is normal!
- Educate yourself by doing your research and referring to reliable sources.
- Learn and use the correct terms for body parts and functions.
- Think through your own feelings and values about love and sex so that you feel prepared to talk about them with your teen.

***Adapted from Advocates for Youth publication *Are You an Askable Parent?* https://www.advocatesforyouth.org/wp-content/uploads/storage//advfy/documents/askable.pdf

Other Links and Resources for Teen Sexual Health:

Learn more about Sexual Health Education in AUSD at https://www.alamedaunified.org/hrs

Talking to your teen about sex and sexuality: https://www.plannedparenthood.org/learn/parents

Talking about LGBT identities: https://www.healthychildren.org/English/ages-stages/teen/dating-sex/Pages/default.aspx

Talking about Healthy relationships: https://youth.gov/youth-topics/teen-dating-violence/characteristics

Sexuality and Students with Disabilities: https://www.advocatesforyouth.org/resources/fact-sheets/sexual-health-education-for-young-people-with-disabilities-2/

[1] Albert B. (2012). With one voice: America's adults and teens sound off about teen pregnancy. Washington, DC: The National Campaign to Prevent Teen and Unplanned Pregnancy. Retrieved February 11, 2014 https://success1st.org/uploads/3/4/5/1/34510348/wov_2012.pdf

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Parent/Guardian Notification Form for 7th Grade Sexual Health Education

The *California Healthy Youth Act* requires that comprehensive, medically accurate, and unbiased sexual health education be taught in middle and high school. AUSD's 7th Grade curriculum was developed by Oakland Unified School District, is approved by the State of California, and covers these topics:

- Human reproduction
- Healthy Communication
- Identity development and inclusion
- Pregnancy and HIV/STI transmission and prevention
- Various methods of contraception
- Relevant laws and resources for students
- Consent and informed decision making

When will Comprehensive Sexual Health Education be taught?

During the 2026-2027 school year, each school site will determine when the Oakland Teens curriculum will be delivered. Your child's science teacher will provide you with exact dates.

Who will teach it?

Puberty Health Education will be taught by Science teachers and in some cases Special Education teachers.

Do you have questions?

For more information about puberty and sexual health education at AUSD, please visit our website: http://www.alamedaunified.org/hrs If you have any questions or would like to view the Healthy Oakland Teens curriculum materials, please contact the teacher who sent this notice, or Vernon Walton, Director of Secondary Education vwalton@alamedaunified.org

If you do not want your child to receive Sexual Health Education, please contact your child's Science teacher via ParentSquare or email and state that you do not want your child to participate in the Healthy Oakland Teens curriculum. (**CDE FAQ LGBTQ: Inclusivity Requirements and How they interact with Parental Opt out**)

Parent & Family Resources for Sexual Health Education

Did you know? In a national survey teens reported that their ***parents*** have the greatest influence on their decisions about sex, more than friends, siblings or other media.[1]

Tips for Talking To Your Teen About Sexual Health*

- Identify opportunities to have conversations about sex and decision making—such as in the car, after watching a TV show or movie together, or even via text.
- Have frequent conversations about sexual health and decision making, rather than one single "talk."
- Be relaxed and open; encourage your teen to ask questions. It's okay to say that you're feeling uncomfortable or that you don't have all the answers. You can look theme up together!
- Make sure your teen has opportunities to talk to a health care provider in a confidential setting.

*Adapted from CDC publication *Talking With Your Teens About Sex: Going Beyond "theTalk"* https://www.cdc.gov/healthyyouth/protective/pdf/talking_teens.pdf

What is Effective Parental Monitoring?**

- Parental monitoring includes the ways parents set expectations, keep track of their teens and respond when rules are broken.
- Talk with your teen about rules, expectations and consequences. Listen to how they feel.
- Get to know your teen's friends, and their friends' parents. Ask where they are going and who will be there.
- Keep track of how your teen spends time online, and talk about using the internet safely.
- Make sure your teen knows how to contact you at all times.

**Adapted from CDC publication *Monitoring Your Teen's Activities: What Parents and Families Should Know* https://www.cdc.gov/healthyyouth/protective/pdf/parental_monitoring_factsheet.pdf

How to be an "Askable" Parent/Guardian***

- Listen more than you speak when talking with your teen. Don't laugh at their questions.
- Don't be afraid to admit if you are uncomfortable or don't know the answer. Discomfort is normal!
- Educate yourself by doing your research and referring to reliable sources.
- Learn and use the correct terms for body parts and functions.
- Think through your own feelings and values about love and sex so that you feel prepared to talk about them with your teen.

***Adapted from Advocates for Youth publication *Are You an Askable Parent?* https://www.advocatesforyouth.org/wp-content/uploads/storage//advfy/documents/askable.pdf

Other Links and Resources for Teen Sexual Health:

Learn more about Sexual Health Education in AUSD at https://www.alamedaunified.org/hrs

Talking to your teen about sex and sexuality: https://www.plannedparenthood.org/learn/parents

Talking about LGBT identities: https://www.healthychildren.org/English/ages-stages/teen/dating-sex/Pages/default.aspx

Talking about Healthy relationships: https://youth.gov/youth-topics/teen-dating-violence/characteristics

Sexuality and Students with Disabilities: https://www.advocatesforyouth.org/resources/fact-sheets/sexual-health-education-for-young-people-with-disabilities-2/

[1] Albert B. (2012). With one voice: America's adults and teens sound off about teen pregnancy. Washington, DC: The National Campaign to Prevent Teen and Unplanned Pregnancy. Retrieved February 11, 2014 https://success1st.org/uploads/3/4/5/1/34510348/wov_2012.pdf

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Parent/Guardian Notification Form for 8th Grade Sexual Health Education

The *California Healthy Youth Act* requires that comprehensive, medically accurate, and unbiased sexual health education be taught in middle and high school. AUSD's 8th Grade curriculum was developed by Oakland Unified School District, is approved by the State of California, and covers these topics:

- Human reproduction
- Healthy Communication
- Identity development and inclusion
- Pregnancy and HIV/STI transmission and prevention
- Various methods of contraception
- Relevant laws and resources for students
- Consent and informed decision making

When will Comprehensive Sexual Health Education be taught?

During the 2026-2027 school year, each school site will determine when the Oakland Teens curriculum will be delivered. Your child's science teacher will provide you with exact dates.

Who will teach it?

Puberty Health Education will be taught by Science teachers and in some cases Special Education teachers.

Do you have questions?

For more information about puberty and sexual health education at AUSD, please visit our website: http://www.alamedaunified.org/hrs If you have any questions or would like to view the Healthy Oakland Teens curriculum materials, please contact the teacher who sent this notice, or Vernon Walton, Director of Secondary Education vwalton@alamedaunified.org

If you do not want your child to receive Sexual Health Education, please contact your child's Science teacher via ParentSquare or email and state that you do not want your child to participate in the Healthy Oakland Teens curriculum. CDE FAQ LGBTQ: Inclusivity Requirements and How they interact with Parental Opt out)

Parent & Family Resources for Sexual Health Education

Did you know? In a national survey teens reported that their ***parents*** have the greatest influence on their decisions about sex, more than friends, siblings or other media.[1]

Tips for Talking To Your Teen About Sexual Health*

- Identify opportunities to have conversations about sex and decision making—such as in the car, after watching a TV show or movie together, or even via text.
- Have frequent conversations about sexual health and decision making, rather than one single "talk."
- Be relaxed and open; encourage your teen to ask questions. It's okay to say that you're feeling uncomfortable or that you don't have all the answers. You can look theme up together!
- Make sure your teen has opportunities to talk to a health care provider in a confidential setting.

*Adapted from CDC publication *Talking With Your Teens About Sex: Going Beyond "theTalk"* https://www.cdc.gov/healthyyouth/protective/pdf/talking_teens.pdf

What is Effective Parental Monitoring?**

- Parental monitoring includes the ways parents set expectations, keep track of their teens and respond when rules are broken.
- Talk with your teen about rules, expectations and consequences. Listen to how they feel.
- Get to know your teen's friends, and their friends' parents. Ask where they are going and who will be there.
- Keep track of how your teen spends time online, and talk about using the internet safely.
- Make sure your teen knows how to contact you at all times.

**Adapted from CDC publication *Monitoring Your Teen's Activities: What Parents and Families Should Know* https://www.cdc.gov/healthyyouth/protective/pdf/parental_monitoring_factsheet.pdf

How to be an "Askable" Parent/Guardian***

- Listen more than you speak when talking with your teen. Don't laugh at their questions.
- Don't be afraid to admit if you are uncomfortable or don't know the answer. Discomfort is normal!
- Educate yourself by doing your research and referring to reliable sources.
- Learn and use the correct terms for body parts and functions.
- Think through your own feelings and values about love and sex so that you feel prepared to talk about them with your teen.

***Adapted from Advocates for Youth publication *Are You an Askable Parent?* https://www.advocatesforyouth.org/wp-content/uploads/storage//advfy/documents/askable.pdf

Other Links and Resources for Teen Sexual Health:

Learn more about Sexual Health Education in AUSD at https://www.alamedaunified.org/hrs

Talking to your teen about sex and sexuality: https://www.plannedparenthood.org/learn/parents

Talking about LGBT identities: https://www.healthychildren.org/English/ages-stages/teen/dating-sex/Pages/default.aspx

Talking about Healthy relationships: https://youth.gov/youth-topics/teen-dating-violence/characteristics

Sexuality and Students with Disabilities: https://www.advocatesforyouth.org/resources/fact-sheets/sexual-health-education-for-young-people-with-disabilities-2/

[1] Albert B. (2012). With one voice: America's adults and teens sound off about teen pregnancy. Washington, DC: The National Campaign to Prevent Teen and Unplanned Pregnancy. Retrieved February 11, 2014 https://success1st.org/uploads/3/4/5/1/34510348/wov_2012.pdf

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Parent/Guardian Notification Form for High School Comprehensive Sexual Health Education

The *California Healthy Youth Act* requires that comprehensive, medically accurate, and unbiased sexual health education be taught in middle and high school. AUSD's High School curriculum was developed by Oakland Unified School District, is approved by the State of California, and covers these topics:

- Healthy communication
- Human reproduction
- Identity development and inclusion
- Pregnancy and HIV/STI transmission and prevention
- Various methods of contraception
- Relevant laws and resources for students
- Consent and informed decision making

When will Comprehensive Sexual Health Education be taught?

During the 2026-2027 school year each school site will determine when the Healthy Oakland Teens curriculum will be delivered. Your child's teacher will provide you with the exact dates.

Who will teach it?

Comprehensive Sexual Health Education may be taught by Navigating Life/Adulting teachers, Science teachers and in some cases Special Education teachers.

Do you have questions?

For more information about puberty and sexual health education at AUSD, please visit our website: https://www.alamedaunified.org/ If you have any questions or would like to view the Healthy Oakland Teens curriculum materials, please contact the teacher who sent this notice, or Vernon Walton Secondary Director of Education vwalton@alamedaunified.org

If you do <u>not</u> want your child to receive Comprehensive Sexual Health Education, please contact your child's Navigating Life or Adulting teacher via ParentSquare or email and state that you do <u>not</u> want your child to participate in the Healthy Oakland Teens curriculum (Resources: CDE FAQ LGBTQ: Inclusivity Requirements and How they interact with Parental Opt out)

Parent & Family Resources for Sexual Health Education

Did you know? In a national survey teens reported that their ***parents*** have the greatest influence on their decisions about sex, more than friends, siblings or other media.[1]

Tips for Talking To Your Teen About Sexual Health*

- Identify opportunities to have conversations about sex and decision making—such as in the car, after watching a TV show or movie together, or even via text.
- Have frequent conversations about sexual health and decision making, rather than one single "talk."
- Be relaxed and open; encourage your teen to ask questions. It's okay to say that you're feeling uncomfortable or that you don't have all the answers. You can look them up together!
- Make sure your teen has opportunities to talk to a health care provider in a confidential setting.

*Adapted from CDC publication *Talking With Your Teens About Sex: Going Beyond "theTalk"* https://www.cdc.gov/healthyyouth/protective/pdf/talking_teens.pdf

What is Effective Parental Monitoring?**

- Parental monitoring includes the ways parents set expectations, keep track of their teens and respond when rules are broken.
- Talk with your teen about rules, expectations and consequences. Listen to how they feel.
- Get to know your teen's friends, and their Friends' parents. Ask where they are going and who will be there.
- Keep track of how your teen spends time online, and talk about using the internet safely.
- Make sure your teen knows how to contact you at all times

**Adapted from CDC publication *Monitoring Your Teen's Activities: What Parents and Families Should Know* https://www.cdc.gov/healthyyouth/protective/pdf/parental_monitoring_factsheet.pdf

How to be an "Askable" Parent/Guardian***

- Listen more than you speak when talking with your teen. Don't laugh at their questions.
- Don't be afraid to admit if you are uncomfortable or don't know the answer. Discomfort is normal!
- Educate yourself by doing your research and referring to reliable sources.
- Learn and use the correct terms for body parts and functions.
- Think through your own feelings and values about love and sex so that you feel prepared to talk about them with your teen.

***Adapted from Advocates for Youth publication *Are You an Askable Parent?*
https://www.advocatesforyouth.org/resources/health-information/are-you-an-askable-parent/

Other Links and Resources for Teen Sexual Health:

- Learn more about Sexual Health Education in AUSD at https://www.alamedaunified.org/hrs
- Talking to your teen about sex and sexuality: https://www.plannedparenthood.org/learn/parents
- Talking about LGBT identities: https://www.healthychildren.org/English/ages-stages/teen/dating-sex/Pages/default.aspx
- Talking about Healthy relationships: https://youth.gov/youth-topics/teen-dating-violence/characteristics
- Sexuality and Students with Disabilities: https://www.advocatesforyouth.org/resources/fact-sheets/sexual-health-education-for-young-people-with-disabilities-2/

[1] Albert B. (2012). With one voice: America's adults and teens sound off about teen pregnancy. Washington, DC: The National Campaign to Prevent Teen and Unplanned Pregnancy. Retrieved February 11, 2014 https://success1st.org/uploads/3/4/5/1/34510348/wov_2012.pdf

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Alameda Unified School District Media Release Form 2026 - 2027

Media Release for AUSD

There may be times during the school year when your child could be featured in materials used to provide information about our schools to our community. Examples include quotes, photos, or video of children collected during classroom activities, field trips, award ceremonies, or special school events that are then used in district press releases, the district website, or the district's social media channels. In all cases, your child's contact information will remain confidential.

I give my consent to use my child's work and/or image for AUSD purposes, including, but not limited to, the District's website, school websites, and social media or print products for AUSD purposes.

____Yes

____No

Media Release for Outside Organizations

There may also be times during the school year when members of the media (newspapers, radio, television, and internet) come to your child's school or special event for the purpose of reporting on a specific topic or event.

I give my consent for area media members to feature my child (name and/or image) in their reporting about AUSD campuses and at events.

____Yes

____No

_____ _____

Name of Student Parent/Guardian Name

_____ _____

Parent/Guardian Signature Date

I understand that this permission does not extend to my child's participation in events in a public, open-access setting, such as a graduation, performance, sporting event, etc., where reasonable care to exclude my child from possible media coverage at the event can't be given.

If you have any questions or concerns regarding this notice, please contact:

Susan Davis, Senior Manager of Community Affairs
Alameda Unified School District
2060 Challenger Drive Alameda, CA 94501
510-337-7175 or sdavis@alamedaunified.org

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Parent/Guardian Notice Release of Directory Information

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that Alameda Unified School District, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include this type of information from your child's education records in certain school and/or district publications. Examples include:

- A playbill, showing your child's role in a drama production;
- the annual yearbook;
- honor roll or other recognition lists;
- graduation programs; and
- sports activity sheets, such as wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings, publish yearbooks, or PTA.

If you do not want the district to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing by September 11, 2026. The district has designated the following information as directory information:

1. Name
2. Address
3. Telephone number
4. Electronic mail address
5. Photograph
6. Date and place of birth
7. Major field of study
8. Participation in officially recognized activities and sports
9. Weight and height of athletic team members
10. Dates of attendance
11. Degrees and awards received
12. Most recent previous school attended

For High School Juniors and Seniors Only - Release of Information to Military and Post-Secondary Institutions:
Two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with three directory information categories - names, addresses and telephone listings - unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent. Under the provisions of Section 9528 of the NO CHILD LEFT BEHIND ACT of 2001, also known as the Elementary and Secondary Education Act (ESEA), high schools are required to provide the full name, mailing address, and telephone number of the Juniors and Seniors to Military Recruiting offices.

IMPORTANT NOTICE: Unless permission to release this information is denied in writing by the parents or legal guardians of those students who are under Eighteen (18) years of age, or by persons eighteen (18) years of age or older, as required by law your High School will release this information by September 11, 2026.

If you have any further questions about directory information, please call the AUSD Student Services office at 337-7072.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Notice of Athletic Transfer Rules
Transferring Schools May Affect Your Student's Athletic Eligibility

Transferring from one school to another school may affect a student's athletic eligibility under NCS or CIF rules. It is your responsibility to see the school principal for a copy of the eligibility rules. Students who transfer as a result of disciplinary action are subject to the conditions of Bylaw 210 and may be ineligible for one calendar year from enrollment in your new school.

Go to www.cifncs.org for further information. Under Parents/Students click on "Transfer Eligibility Information," then click on "Administrative Guidelines for Transfer Eligibility."

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Notification of Online Applications and Student Privacy

Technology and digital learning tools are essential components of Alameda Unified School District's educational program. These tools provide students with opportunities to think critically, communicate, collaborate, create, and engage more deeply with curriculum and learning activities aligned with California state standards.

Many online applications, websites, and educational technology services require students to create accounts or may collect, store, or process student information. AUSD is committed to protecting student privacy and ensuring compliance with all applicable federal and state student data privacy laws, including the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and California student privacy requirements.

For students under the age of 13, COPPA generally requires parental notification and consent before certain online service providers collect personal information from children. Schools may provide consent on behalf of parents when the service is used solely for educational purposes, and the provider practices comply with applicable privacy requirements.

For information about student data privacy, your rights as a parent or guardian, and a list of online applications used in AUSD classrooms that require parental notification under COPPA, please visit: **AUSD Online Applications and Student Privacy**.

Please note that the published list does not include every digital tool, website, subscription, or application used within AUSD. Many district-supported instructional, assessment, communication, and data management systems operate under contracts that include student data privacy protections and legal compliance requirements. Applications that do not require student accounts or do not collect student information may not be listed because they do not fall within COPPA notification requirements.

Notice Under the Americans with Disabilities Act

In accordance with the requirements of ***Title II of the Americans with Disabilities Act of 1990 ("ADA")***, Alameda Unified School District (AUSD) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Effective Communication: AUSD will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the District's programs, services, and activities.

Modifications to Policies and Procedures: AUSD will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in the AUSD offices, even where pets are generally prohibited.

Digital Accessibility: Alameda Unified School District is committed to ensuring that its websites, web content, digital documents, and mobile applications are accessible to individuals with disabilities in accordance with applicable federal and state law. If you experience difficulty accessing any District website, online service, document, or other digital content because of a disability, please contact the District's ADA Coordinator so that the information or service can be provided in an accessible format.

Anyone who requires an auxiliary aid or service for effective communication, or a reasonable modification to participate in a District program, service, or activity, should contact the District's **ADA Coordinator, Kerri Lonergan at 2060 Challenger Drive Alameda, California, 94501, 510.337.7101** or klonergan@alamedaunified.org as far in advance as possible whenever practical. Requests will be considered even if advance notice is not possible.

The ADA does not require Alameda Unified School District to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of Alameda Unified School District is not accessible to persons with disabilities should be made pursuant to Alameda Unified School District's Uniform Complaint Procedure. *See Board Policy 1312.3 and Administrative Regulation 1312.3 for more information.*

Alameda Unified School District will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Access to Public & Private Benefits and Insurance

This notice is provided to you as parents, legal guardians, caregiving adults, surrogate parents or court appointed responsible adult, because during the current school year, your child may receive medically necessary health related services covered under California's Medicaid State Plan Title XIX and/or receive special education services under the Individuals with Disabilities Education Act (IDEA). School districts are required to provide prior written notice of your rights and protections when it seeks to use your child's public benefits or insurance (i.e., Medi-Cal) or private insurance (Ex. Kaiser, Blue Shield, Blue Cross, Aetna, etc.) to seek reimbursement for special education, behavioral health, and/or and medically necessary related services. This Notice will be given to you before the school district seeks to use your child's public benefits or insurance or private insurance for the first time, and annually thereafter.

Within California, a local educational agency ("LEA") seeking may seek reimbursement for Non-Specialty Mental Health Services[1] under the CYBHI Statewide All-Payer School-Linked Fee Schedule, for treatment of young people under the age of 21 who are eligible for medically necessary health related services if they have a mental health diagnosis as defined by the Diagnostic and Statistical Manual of Mental Disorders ("DSM") or have any of the following life experiences[2] :

- Separation from a parent/guardian due to incarceration or immigration
- Death of a parent/guardian
- Foster home placement
- Food insecurity or, housing instability
- Exposure to domestic violence or other traumatic events
- Maltreatment
- Severe and persistent bullying
- Experience of discrimination based on race, ethnicity, gender identity, sexual orientation, religion, learning differences, or disability

The school district may submit claims to your child's public benefits or insurance program, such as the California Medi-Cal program (Medicaid) or to your private insurance in order to be reimbursed for the cost of providing the service. (Welfare and Institutions Code § 14132.06) Personally identifiable information such as student name, date of birth, gender, and nature and extent of medically necessary services may be disclosed to the third-party biller in which the school district contracts (34 CFR 99.30 and 34 CFR 300.622). All personally identifiable information is Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) compliant.

The school district cannot require parents to sign up for or enroll in public benefits or insurance programs or private insurance in order for your child to receive a Free Appropriate Public Education (FAPE) under IDEA. The school district cannot require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services and reimbursement through Medi-Cal (34 CFR 300.154 [d][2][i]) or through private insurance.

Access to Public & Private Benefits and Insurance

The school district cannot use a student's benefits under Medi-Cal or private insurance if that use would:

- Decrease available lifetime coverage or any other insured benefit
- Result in the family paying for services that would otherwise be covered by the public benefits or insurance program (Medi-Cal) or private insurance and are required for the child outside of the time the child is in school
- Increase premiums or lead to the discontinuation of public benefits or insurance (Medi-Cal) or private Insurance
- Risk loss of eligibility for home and community-based waivers, based on aggregate health related expenditures (34 C.F.R. § 300.154 [d][2][iii][A-D])

YOU HAVE THE RIGHT TO:

- Voluntarily provide the school district with written consent to disclose educational records containing your child's personally identifiable information such as individual educational programs (IEP) or assessment reports to Medi-Cal, other public benefits or insurance programs, or private insurance billing purposes.
- Withdraw your consent to the disclosure of your child's personally identifiable information to Medi-Cal, other public benefits or insurance programs, or private insurance at any time.
- Refuse to provide consent to the disclosure of your child's personally identifiable information to Medi-Cal, other public benefits or insurance programs, or private insurance for billing purposes. If you withdraw your consent or refuse to provide consent for the school district to use Medi-Cal, other public benefits or insurance programs, or private insurance to pay for eligible related services, the school district must continue to ensure that all required special education services are provided at no cost to you.

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[1] For the purposes of this form Non-Specialty Mental Health Services includes family, group, and individual psychotherapy.

[2] Non-Specialty Mental Health Services: Psychiatric and Psychological Services: Nov. 2022, CA Dept. of Health Care Services (https://mcweb.apps.prd.cammis.medi-cal.ca.gov/assets/D84845A9-9DA6-434D-8B97-00CD24F101E7/nonspecmental.pdf?access_token=6UyVkRRfByXTZEWIh8j8QaYylPyP5ULO>)

AUSD Notice of Privacy Practices to Families

This notice describes how the Alameda Unified School District ("AUSD") School Health Team will keep information about students private and tells you how staff will enter information into student records. If you have any questions about our privacy practices, please ask any of the members of our Team.

The AUSD School Health Team consists of Nurses, Social Workers, Counselors, Behaviorists, School Psychologists, Paraeducators, and Wellness Liaisons who provide community health supports, including behavioral health supports to students. The AUSD School Health Team may also consist of school-based mental health and wellness support providers who are contracted by AUSD to provide mental health, substance use supports, and other wellbeing supports including psychoeducation, screening and assessments, care coordination and health-based services.

OUR RESPONSIBILITY

We understand that health and wellness information is personal, and we will protect it and keep it confidential, except when required to share by law. (Family Educational Rights and Privacy Act "FERPA") 20 U.S.C. § 1232g; 34 C.F.R. Part 99; Health Insurance Portability and Accountability Act ("HIPAA") 45 C.F.R. Parts 160, 162, and 164.) We create a record of the services each student receives so that we can provide you with quality care and comply with certain legal requirements. This notice applies to all of the records of your care created by the School Health Team members. It also applies to copies of any records we may have received from your other providers outside of AUSD. We will maintain records in a locked and secure place or secure database and unless there is an emergency they will only be accessed by School Health Team members.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

The following list describes different ways that we use and disclose private information about you. For each different kind of use or disclosure we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Treatment: We may use private information about you to provide you with medical treatment or services. (45 C.F.R. §§ 164.502(a)(1)(ii), 164.506(c).)

The term "medical treatment" includes but is not limited to mental health counseling services that you might receive here and includes the option to refer to services outside of any AUSD programs. (See 45 CFR § 164.501.) We may disclose private information about you to other health and behavioral health care professionals (such as psychiatrists, psychologists, licensed clinical social workers, marriage and family therapists, psychiatric technicians, and registered nurses), medical doctors, nurses, or other health care providers who are involved in taking care of you at an AUSD program site, or who work with an AUSD site to provide care for our students.

For example, a Wellness Liaison may ask the school-based Counselor to call an outside provider's office to arrange for an appointment for you. We might then discuss with the provider the concerns we have and why treatment might be useful. When you leave our care, we may also disclose information to your new provider for continuity of care.

For Payment: Although you will not be billed for the services you receive at an AUSD school site, we do receive funds from various sources that may require us to keep records of the services we provide. If a grant or program that provides funds to us asks us to keep track of how we use those funds, it is our policy to always provide the minimum necessary information and to remove identifying information from those records whenever possible. (45 C.F.R. §§ 164.502(a)(1)(ii), 164.506(c).)

For Health Care Operations: We may use and disclose health information about you for our own "operations." Health care operations include conducting quality assessment and improvement activities, reviewing qualifications of healthcare professions, evaluating practitioner and provider performance, health plan performance, and conducting training programs. (45 C.F.R. § 164.501.) These uses and disclosures are necessary to provide services at an AUSD program site and to make sure that all of our clients receive quality care. (45 C.F.R. §§ 164.501, 164.502(a)(1)(ii), 164.506(c).)

Appointment Reminders: We may contact you to remind you that you have an appointment, that you have followed up on a referral, or to excuse you from class. Health-Related Benefits and Services or Treatment Alternatives: We may tell you about health-related benefits services or treatment alternatives that might be of interest to you. (45 C.F.R. § 164.512(k)(6).)

As Required by Law or to Avert a Threat to Public Safety: We will disclose medical information about you when required to do so by federal, state, or local law. For example, if we reasonably suspect child abuse, we are required by law to report it to the Child Protective Services Agency. We may also disclose information about you when necessary to prevent or lessen a serious threat to your health and safety, or to the health and safety of the public or another person. (20 U.S.C. § 1232g(b)(1)(I); 34 C.F.R. §§ 99.31(a)(10), 99.36; 45 CFR §§ 164.510(a)(3), 164.512(j).) A disclosure would only be to a person or persons reasonably able to prevent or lessen the threat.

Before records are shared for other reasons, except as required or allowed by law, we will ask for your written permission on Authorization for Release and Exchange of Confidential Information. We may make changes in our Notice of Privacy Practices from time to time. We will always post a copy of the current notice at our site.

WITH YOUR AUTHORIZATION

To release or exchange information to someone else, you must complete the Authorization for Release and Exchange of Confidential Information. If you ask us to, we will provide information about you to someone else. You can change your mind and revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you to the authorized party(ies) for the reasons covered by your written authorization. We are unable to take back any disclosures previously made with your permission, and we are required to keep our records of the care that we provided to you.

AUSD Notice of Privacy Practices to Families

When you become a client of our School Health Team, we will ask you to sign a consent form that says you understand and agree to allow us to share certain limited information with school officials, other healthcare providers and others who may be involved in a CRT (Crisis Response Team) or COST (Coordination of Services Team) or similar team. We will answer any questions you have about who might attend such meetings and the nature of the information that we might share. If you want, you can tell us not to share any information, or you can limit what we can discuss at the meeting.

SPECIAL SITUATIONS

Public Health Risks: We may disclose health information about you for public health reasons to a public health authority. (45 C.F.R. § 164.512(b)(i).) These generally include the following: to prevent or control disease (45 C.F.R. § 164.512(b)(i)), injury or disability (45 C.F.R. § 164.512(b)(i)); to report the abuse or neglect of children (45 C.F.R. § 164.512(b)(ii)); or to report domestic violence (45 C.F.R. § 164.512(c)); to report reactions to medications or problems with products (45 C.F.R. § 164.512(b)(iii)); to notify people of recalls of products they may be using (45 C.F.R. § 164.512(b)(iii)); or to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition (45 C.F.R. § 164.512(b)(iv)).

Court Orders & Subpoenas: If you are involved in a lawsuit or other court dispute/hearing, we may disclose and may be required to disclose medical information about you in response to a court or administrative order. (45 C.F.R. § 164.512(e); Ed. Code § 49076 (a)(1)(I).) We may also disclose medical information about you in response to a subpoena, discovery request, or other process allowed by law. Additionally, efforts will be made to inform you of the request prior to disclosure of information to allow you to obtain a court order protecting the information, if you so choose.

Law Enforcement: We may release medical information if asked to do so by a law enforcement official in response to a court order, subpoena, warrant, summons or similar process; to provide information about the victim of a crime, under certain limited circumstances; or to report a crime at our facility or a threat against our staff or facility. (45 C.F.R. § 164.512(f); Ed. Code § 49076 (a)(1)(I)..)

STUDENT'S RIGHTS REGARDING THEIR HEALTH INFORMATION

A licensed provider may decline to release records to the parent if they believe it would lead to substantial harm to the student. You have the following rights regarding health information we maintain about you:

Right to Inspect and Copy: Generally, you have the right to inspect and copy health information that may be used to make decisions about your care. (45 C.F.R. § 164.524). If you request a copy of the information we may charge a fee for the costs. We reserve the right to deny your request to inspect and copy records in certain very limited circumstances. (45 C.F.R § 164.524(a)(2), 164.524(a)(3).) If for any reason you are denied access to your health information you may request that the denial be reviewed. (45 C.F.R § 164.524(a)(2), 164.524(a)(3).)

Right to Amend: If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend (change) the information. (45 C.F.R. § 164.528.) You have the right to request an amendment for as long as the information is maintained by the facility. (45 C.F.R. § 164.528(a)(1).)

AUSD Notice of Privacy Practices to Families

Right to an Accounting of Disclosures: You have the right to request an "accounting of disclosures." This is a list of each time your care was disclosed for reasons other than for treatment, payment or health care operations. (45 C.F.R. § 164.528.)

Right to Request Restrictions: You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. If we agree to your request, we will comply unless the information is needed to provide you with emergency treatment or disclosure is required by law.

Right to Request Confidential Communications: You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. (45 C.F.R § 164.522(b).) For example, you can ask that we only contact you at school.

CONCERNS OR COMPLAINTS

If you have concerns about how we keep your information private, or have concerns regarding disclosures, please advise Student Support Services by sending an email to studentservices@alamedaunified.org. You will not be penalized for filing a complaint.

Type 1 Diabetes Information

Pursuant to California Education Code Section 49452.6, this type 1 diabetes information is for local educational agencies to provide to parents and guardians of incoming elementary school students beginning January 1, 2023.

Type 1 diabetes in children is an autoimmune disease that can be fatal if untreated, and the guidance provided in this information sheet is intended to raise awareness about this disease.

Description

Type 1 diabetes usually develops in children and young adults but can occur at any age

- According to the U.S. Centers for Disease Control and Prevention (CDC), cases of type 1 diabetes in youth increased nationally from 187,000 in 2018 to 244,000 in 2019, representing an increase of 25 per 10,000 youths to 35 per 10,000 youths, respectively.
- The peak age of diagnosis of type 1 diabetes is 13-14 years, but diagnosis can also occur much earlier or later in life.

Type 1 diabetes affects insulin production

- As a normal function, the body turns the carbohydrates in food into glucose (blood sugar), the basic fuel for the body's cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood into the cells.
- In type 1 diabetes, the body's pancreas stops making insulin, and blood glucose levels rise.
- Over time, glucose can reach dangerously high levels in the blood, which is called hyperglycemia.
- Untreated hyperglycemia can result in diabetic ketoacidosis (DKA), which is a life-threatening complication of diabetes.

Risk Factors Associated with Type 1 Diabetes

It is recommended that students displaying warning signs associated with type 1 diabetes, which are described below, should be screened (tested) for the disease by their health care provider.

Risk Factors

Researchers do not completely understand why some people develop type 1 diabetes and others do not; however, having a family history of type 1 diabetes can increase the likelihood of developing type 1 diabetes. Other factors may play a role in developing type 1 diabetes, including environmental triggers such as viruses. Type 1 diabetes is not caused by diet or lifestyle choices.

Type 1 Diabetes Information Continued…

Warning Signs and Symptoms Associated with Type 1 Diabetes and Diabetic Ketoacidosis

Warning signs and symptoms of type 1 diabetes in children develop quickly, in a few weeks or months, and can be severe. If your child displays the warning signs below, contact your child's primary health care provider or pediatrician for a consultation to determine if screening your child for type 1 diabetes is appropriate:

- Increased thirst
- Increased urination, including bed-wetting after toilet training
- Increased hunger, even after eating
- Unexplained weight loss
- Feeling very tired
- Blurred vision
- Very dry skin
- Slow healing of sores or cuts
- Moodiness, restlessness, irritability, or behavior changes

DKA is a complication of untreated type 1 diabetes. DKA is a medical emergency. Symptoms include:

- Fruity breath
- Dry/flushed skin
- Nausea
- Vomiting
- Stomach pains
- Trouble breathing
- Confusion

Types of Diabetes Screening Tests That Are Available

- **Glycated hemoglobin (A1C) test**. A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- **Random (non-fasting) blood sugar test**. A blood sample is taken any time without fasting. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes.
- **Fasting blood sugar test**. A blood sample is taken after an overnight fast. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test**. A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 1 Diabetes Treatments

There are no known ways to prevent type 1 diabetes. Once type 1 diabetes develops, medication is the only treatment. If your child is diagnosed with type 1 diabetes, their health care provider will be able to help develop a treatment plan. Your child's health care provider may refer your child to an endocrinologist, a doctor specializing in the endocrine system and its disorders, such as diabetes.

Contact your student's school nurse, school administrator, or health care provider if you have questions.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Alameda Unified School District Medication Policy

Medications, which school personnel are asked to give students, fall into three basic categories:

- Long-term prescription medication (Ritalin, asthma inhalers, seizure medication, etc.)
- Short -term prescription medication (antibiotics, cough syrup, eye or ear medication, etc.)
- Over the counter (non-prescription) medication (pain relievers, cold/flu medication, cough syrup, cough drops, etc.)

Students are permitted to carry and self-administer ONLY asthma inhalers and epi-pens and are required to have the appropriate forms on file.

The policies for each category are the same. There is no distinction made in the requirements necessary to administer prescription and over the counter medication or to permit students to carry and self-administer medications.

In order for school personnel to administer any type of medication (long-term, short-term, or over the counter medication) to students, or to allow students to carry and self-administer medications, a parent request to administer medication has to be on file with the health office, preferably on an AUSD medication permit.

Parent requests and medical authorizations should have all of the following information:

1. Name of medication or treatment
2. Dosage
3. Time to be given
4. Dates to be given if not a chronic medication
5. If given as needed, the condition for which it should be given
6. Physician's signature and date
7. Parent or legal guardian's signature and date

All medication must be in the *original prescription bottle*, clearly labeled with the student's name, medication, time, and dosage to be given and be delivered to school personnel by an adult.

Any changes in the medication, dosage, or time given must have a doctor's written authorization.

The permission is *valid for a period of one year from date of signing*.

Forms must be updated and renewed on a yearly basis.

AUSD ALAMEDA UNIFIED SCHOOL DISTRICT
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Medication Authorization

School Hours/Field Trips/Disasters (24-72 Hours)

School: _____ School Year _____

Student's name: _____ Grade: _____ Date of birth: _____

Per California Education Code (Section 49423), it is required that if a student is to be assisted in taking prescription or over-the-counter medication at school, a written request from the physician and parent, or legal guardian, must be on file at the school. The form should be provided every year or if there is a change in medications. No medication may be given at school, or be in a student's possession, until this form is returned with the physician and parent/guardian signatures. All medications must be stored in the original container.

TO BE COMPLETED BY A LICENSED PHYSICIAN:

Reason for Medication(s): _____

Name of Medication	Dosage	Time(s) to be given	Frequency	Route	Self-administer	Self-carry

Possible Side Effects: _____

Students are only permitted to carry and self-administer medications for: severe allergic reactions (Benadryl and epi-pens), diabetes (insulin and glucagon), and asthma; Required forms must be on file in the health office.

Physician's Name (Please Print): _____ Phone Number: _____

Office Address: _____

Physician's Signature: _____ Date: _____

PARENTS:

By signing this form, the parent/guardian acknowledges that the district nurse or designee and prescribing physician may communicate to clarify matters related to the medications listed on the form.

Parent/Guardian Signature: _____ Date: _____

I, _____ (parent/guardian signature) approve the information provided herein and consent to the use of electronic signatures.

SCHOOL NURSE/PERSONNEL AUTHORIZATION:

Received By: _____ Date: _____

Reviewed By (School nurse): _____ Date: _____

Student Services
2060 Challenger Drive
Alameda, CA 94501
Phone: 510.337.7072 Fax: 510.337.7071

Revised 5/9/2025

ALAMEDA UNIFIED SCHOOL DISTRICT
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Oral Health Assessment Form

California law (*Education Code* Section 49452.8) states your child must have a dental check-up by May 31 of his/her first year in public school. A California licensed dental professional operating within his scope of practice must perform the check-up and fill out Section 2 of this form. If your child had a dental check-up in the 12 months before he/she started school, ask your dentist to fill out Section 2. If you are unable to get a dental check-up for your child, fill out Section 3.

Section 1: Child's Information (Filled out by parent or guardian)

Child's First Name:	Last Name:	Middle Initial:	Child's birth date:
Address:			Apt.:
City:			ZIP code:
School Name:	Teacher:	Grade:	Child's Sex: □ Male Female
Parent/Guardian Name:	Child's race/ethnicity: □ White Black/African American Hispanic/Latino Asian □ Native American Multi-racial Other_____ □ Native Hawaiian/Pacific Islander Unknown		

Section 2: Oral Health Data Collection (Filled out by a California licensed dental professional)

IMPORTANT NOTE: Consider each box separately. Mark each box.

Assessment Date:	Caries Experience (Visible decay and/or fillings present) □ Yes No	Visible Decay Present: □ Yes No	Treatment Urgency: □ No obvious problem found □ Early dental care recommended (caries without pain or infection; or child would benefit from sealants or further evaluation) □ Urgent care needed (pain, infection, swelling or soft tissue lesions)

_____ _____ _____

Signature of Licensed Dental Professional CA License Number Date

Section 3: Waiver of Oral Health Assessment Requirement

To be filled out by parent or guardian asking to be excused from this requirement

Please excuse my child from the dental check-up because: (Check the box that best describes the reason)

□ I am unable to find a dental office that will take my child's dental insurance plan. My child's dental insurance plan is:

□ Medi-Cal/Denti-Cal Healthy Families Healthy Kids Other _____ □ None

□ I cannot afford a dental check-up for my child.

□ I do not want my child to receive a dental check-up.

Optional: other reasons my child could not get a dental check-up: _____

If asking to be excused from this requirement: _____

Signature of parent or guardian ***Date***

The law states schools must keep student health information private. Your child's name will not be part of any report as a result of this law. This information may only be used for purposes related to your child's health. If you have questions, please call your school.

Return this form to the school *no later than* May 31 of your child's first school year.
Original to be kept in child's school record.

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Alameda Unified School District Student Residency Verification

Students and their parent/guardian(s) will be required to verify residency prior to 6th grade and again prior to 9th grade. Please be prepared to bring all required documentation to your child's Back to School Registration Day at their school site.

Student Name _____ _____ Date of Birth _____/_____/_____
Last First Month Day Year

Name of School _____ Grade Entering _____

School Personnel: To verify residency, the parent/legal guardian must supply one item from each category. Initial the following checklist when verifying residence and sign below when all items are complete:

Category #1	Category #2	Category #3
Parent/Legal Guardian Picture ID	***ONE* of the following with parent/guardian's name and address**	***ONE* of the following with parent/guardian's name and address**
____ Current California State Driver's License **Or** ____ Current California ID Card **Or** ____ Valid Passport or Consulate - Issued Picture ID **Or** ____ Military ID Card **And** ____ Proof of Guardianship if applicable	____ (1) Current Utility Bill (electric/gas/garbage/water, only) **Or** **One of the following approved through Student Services - will not need item from Category #3** ____ Shared Family or Student Affidavit ____ McKinney-Vento Affidavit ____ Approved Interdistrict Permit	____ Property Tax Bill with parent's name and property address indicating home owner's exemption **Or** ____ Rental/Lease Agreement with parent's name, student's name and address, as well as manager or owner's name and phone number **Or** ____ Finalized Escrow Papers

I certify that my child and I are residents of the city of Alameda. If residence verification efforts determine that we do not reside in Alameda, I realize that my child will be dropped from enrollment and returned to his/her district of residence within five (5) days.

I understand that I must notify the school district within three (3) days if we move out of the Alameda City area. At that time, I may apply for an Inter-District Permit, which, if approved, would allow my child to continue in the Alameda schools.

This declaration is made and entered on the _____ of _____ in _____
day/fecha month/mes year/año

in _____, California.
city/ ciudad

_____ _____
Signature of Parent/Guardian Relationship to Student

School Personnel Signature: _____ **Date:** _____

ALAMEDA UNIFIED SCHOOL DISTRICT
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Alameda Unified School District Safety Procedures

The Alameda Unified School District has uniform emergency procedures that are taught and implemented at every school site in the district. These procedures-which apply to intruders, fires, earthquakes, chemical spills, and other potential emergency situations-were created in collaboration with the Alameda Police Department and are based on up-to-date research about school safety.

School staff and students plan and practice these emergency responses throughout the school year.

In the event that a critical emergency occurs at your child's school, AUSD staff will let all parents in the school know about the situation, including how and where they can pick up their children if the incident takes place near the end of the school day.

You may receive that message via:

- an automated phone call, text or email based on your preferences in ParentSquare
- message posted on the school's website

AUSD will also post information on the Alameda Unified School District Facebook and Instagram pages, as well as on the AUSD and school websites. In a serious incident, AUSD may also make announcements via local media outlets.

If you are on your child's school campus or any AUSD school campus during a critical emergency, please follow all instructions given to you by the school principal and/or law enforcement. Please also refrain from attempting to find and remove your child, as you may be putting you and your child into harm's way.

If you would like to review your child's school site emergency plan, please contact your principal. The plans are available in the school office.

District Property Surveillance Systems

The Board of Education is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The District utilizes surveillance cameras at district property where appropriate and in areas identified by staff. Cameras will never be placed in areas where students, staff, or community members have a reasonable expectation of privacy. The cameras are not continuously monitored, but footage may be accessed for purposes such as discipline and/or referred to local law enforcement, as appropriate.

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Firearms Safety Memorandum

To: Parents and Guardians of Students in the Alameda Unified School District

From: Superintendent Pasquale Scuderi

Subject: California Law Regarding Safe Storage of Firearms

The purpose of this memorandum is to inform and remind parents and legal guardians of all students in the Alameda Unified School District of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this memorandum summarizes California law regarding the storage of firearms. Please take some time to review this memorandum and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under the person's custody and control where the person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school serving kindergarten through grade 12, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - *Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm*.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on the person's premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for the period provided by law.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Sincerely,



Superintendent Pasquale Scuderi

Published July 1, 2024
California Department of Education

ALAMEDA UNIFIED SCHOOL DISTRICT
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Recovery For Property Loss or Damage Policy

Board Policy 3515.4: The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. When district property is damaged due to the willful misconduct of a student or other person, the district shall seek reimbursement of damages, within the limitations specified in law, from the parent/guardian of a minor child or from any other responsible individual.

The district may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of district books, supplies, or property loaned to a student that the student willfully fails to return or that is willfully cut, defaced, or otherwise injured. However, this policy shall not apply to a student who is a current or former homeless or foster child or youth. (Education Code 48904, 49014)

Rewards: The Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any district property. (Government Code 53069.5)

The Board authorizes the Superintendent or designee to offer a reward in any amount deemed appropriate, not exceeding $2,500. A reward in excess of $2,500 shall be authorized in advance by the Board.

Link to Board Policy: BP 3515.4 Recovery for Property Loss or Damage

Regulation 3515.4: District employees shall report any damage to or loss of school property to the Superintendent or designee immediately after such damage or loss is discovered.

The Superintendent or designee shall conduct a complete investigation of any instance of damage to or loss of school property and shall consult law enforcement officials when appropriate.

When the individual causing the damage or loss has been identified and the costs of repair, replacement, or cleanup determined, the Superintendent or designee shall take all practical and reasonable steps to recover the district's costs and shall consult with the district's legal counsel and/or insurance carrier, as appropriate.

Such steps may include the filing of a civil complaint in a court of competent jurisdiction to recover damages from the responsible person and, if the responsible person is a minor, from the parent/guardian in accordance with law. Damages may include the cost of repair or replacement of the property, the payment of any reward, interest, court costs, and all other damages as provided by law.

If the responsible person is a minor student of the district and the student's parents/guardians are unable to pay for the damages or to return the property, the district shall offer a program of voluntary work for the student in lieu of the payment of monetary damages. The district may offer any other student or former student, with parent/guardian permission, the option to provide service, work, or other alternative, nonmonetary forms of compensation to settle the debt owed as a result of property loss or damage. Service or work exchanged for repayment of a debt shall comply with all provisions of the Labor Code related to youth employment. (Education Code 48904, 49014)

The Superintendent or designee may withhold the student's grades, diploma, and/or transcripts until the student's parents/guardians have paid for the damages or the voluntary work has been completed. Prior to withholding a student's grades, diploma, or transcripts, due process shall be afforded the student in accordance with law. (Education Code 48904)

In addition, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.

Link to Administrative Regulation: AR 3515.4 Recovery for Property Loss or Damage

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Business Services
2060 Challenger Drive
Alameda, CA 94501
Phone 510.337.7000

RE: Optional Student Accident Insurance Program Information

Dear Parents and Guardians,

The safety and well-being of students are priorities of Alameda Unified School District. We want to inform you that our district does not provide medical or dental insurance coverage for injuries sustained on school premises, during school activities, or while participating in athletics. Therefore, we have arranged a student accident insurance program offering optional coverage for your consideration. This insurance program complies with the California Education Code and provides several options to supplement your coverage at a low cost.

Available Plans:

1. **School-Time Plan**: Covers accidents during school hours, school-sponsored activities, and direct travel between home and school.
    - Cost: High Option - $43.00, Mid Option - $28.00, Low Option - $14.00
2. **24-Hour Plan**: Covers accidents 24/7 worldwide, including participation in certain organized sports.
    - Cost**:** High Option - $210.00, Mid Option - $105.00, Low Option - $82.00
3. **Tackle Football Plan**: Covers injuries during high school interscholastic football games or practices.
    - Cost**:** High Option - $215.00, Mid Option - $115.00, Low Option - $85.00
4. **24-Hour Dental Plan**: Provides dental coverage at all times.
    - Cost: Please contact for details.

While enrollment in these plans is voluntary, we encourage you to consider their benefits. Approved claims are paid on a primary basis for school time and 24-hour injuries (excluding tackle football, which is on an excess basis). This coverage can help with deductibles and balances not covered by your primary insurance.

To simplify the enrollment process, applications can now be completed online securely:

- **Direct Online Submission**: Visit www.studentinsuranceusa.com to submit your application and receive instant policy access.
- **Web "Download"**: Visit www.studentinsuranceusa.com to fill out and print your application. Send it with certified funds to activate your policy.

For assistance with enrollment or more information, contact Student Insurance at 1-800-367-5830.

Thank you for considering this opportunity to enhance your child's insurance coverage while they pursue their education and participate in school activities.

Dani Krueger
Business Services

venbrook student insurance



Voluntary Student Accident Medical Insurance

K-12 Schools | 2026-2027

Recess, after-school care, interscholastic sports, field trips, and other school-related activities can all lead to unexpected injuries. Voluntary Student Accident Insurance Plans provide affordable financial protection—helping cover medical expenses so an injury does not become a financial burden. This plan is primary for individuals without insurance or with state-funded coverage (such as Medi-Cal/Medicaid or TRICARE) and secondary for those with private or Medicare insurance.

Eligibility:

Coverage is available to students enrolled in participating school districts, providing budget-conscious options including a Low, Medium, and High plan.

- School-Time Student Accident Coverage
- 24-HR Student Accident Coverage
- Interscholastic Sports Coverage
- 24-HR Dental Coverage
- Football-Only Coverage

Online enrollment is easy! To begin, visit: https://studentinsuranceusa.com/insurance/k-12-student-accident-insurance-plan-enrollment/

1. Click **"Enroll Online"**.
2. Select your state and click **"Look Up"**.
3. Choose your school or district.
4. Review plan options and make your selections.
5. Complete the online application.
6. Pay a one-time annual premium by credit or debit card.
7. Print your confirmation as proof of coverage.

Filing a Claim:

Complete the Gerber Life claim form, including details surrounding the injury and details of any additional insurance coverage *

1. Access a claim form at k12specialmarkets.com/claimforms.
2. Select your state and then your school or district.
3. Claim forms require **both a parent/guardian and a school official's signature**.
4. Be sure to include information about any **other insurance coverage**, if applicable.
5. Submit your completed form by email, mail, fax, or electronically through the claim's website.
6. An acknowledgement letter and claim number will be mailed to the address on file.
7. Reference your claim number when submitting medical bills from providers.

Please note: If you are a plan administrator for a school or group and would like to learn more, please email SIRep@studentinsuranceusa.com.

About Student Insurance:

Since 1950, Student Insurance (SI) has delivered competitive pricing on comprehensive Student Accident Insurance coverage to the K-12 segment. SI is dedicated to helping families manage the unexpected costs of student injuries through flexible, easy-to-access coverage options. Comprehensive policy details regarding benefits, exclusions, and limitations are available by contacting your school or district office.

Please note: Students are able to purchase coverage only if their school district is a policyholder with the insurance company.

How can we help?

Contact a Student Healthcare Expert at: SIRep@studentinsuranceusa.com to learn more.

6320 Canoga Ave, 12th Floor
Woodland Hills, CA 91367
Studentinsuranceusa.com



venbrook student insurance

Youth Insurance Agency, Inc. DBA Student Insurance | CA License 0386216
6320 Canoga Ave, 12th Floor • Woodland Hills, CA 91367 • studentinsuranceusa.com

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2026 – 2027 STUDENT ACCIDENT INSURANCE COVERAGE

OPTIONAL SCHOOL TIME ACCIDENT COVERAGE - Insurance coverage is provided for covered Injuries incurred during the hours and days when school is in session and while attending or participating in school sponsored and supervised activities on or off school premises. Includes participation in: Interscholastic Sports, excluding high school interscholastic tackle football (see below Optional Football Coverage option); Summer Recreation Activities sponsored by the school; One-Day School Field Trips (no Overnight) and School Sponsored Religious Activities. Coverage is provided for traveling to, during or after such activities as a member of a group in transportation furnished or arranged by the Policyholder and traveling directly to or from their home premises and the school or the site of a covered activity.
Annual Premium: Plan "Low" – $14.00 Plan "Medium" – $28.00 Plan "High" – $43.00

OPTIONAL 24-HOUR ACCIDENT COVERAGE - Insurance coverage is provided around the clock, 24 Hours per day. Provides coverage during the weekends and vacation periods including the entire summer. Students are protected while at Home or away, any place, any time, anywhere. Coverage is provided for participation in Interscholastic Sports, excluding high school interscholastic tackle football (see below Optional Football Coverage option).
Annual Premium: Plan "Low" – $82.00 Plan "Medium" – $105.00 Plan "High" – $210.00

OPTIONAL FOOTBALL COVERAGE - Covers Accidents occurring while participating in high school interscholastic tackle football practice or competition. Travel is covered when going directly and uninterruptedly to or from such practice or competition as part of a group in transportation furnished or arranged by the Policyholder. Refer to benefits and limitations described inside this brochure. Optional Football Coverage begins on the date of premium receipt and ends on the last day of practice or competition. Ninth Graders who play with 9th graders ONLY are not charged extra for football coverage. Their Optional School-Time or Optional 24-Hour Accident Coverage will apply if purchased.
Annual Premium: Plan "Low" – $85.00 Plan "Medium" – $115.00 Plan "High" – $215.00

OPTIONAL 24-HOUR DENTAL COVERAGE (Can be purchased separately or with other coverage) – Insurance coverage is in effect 24 Hours a day. Injury must be treated within 60 days after the Accident occurs. Benefits are payable within 12 months after the date of Injury. The maximum eligible expenses payable per covered Injury is $25,000. In addition, when the dentist certifies that treatment must be deferred until after the Benefit Period, deferred benefits will be paid to a maximum of $1,000. **The Student must be treated by a legally qualified dentist who is not a member of the student's Immediate Family for Injury** to teeth. Coverage is limited to treatment of sound, natural teeth. **Annual Premium: $8.00**

COVERAGE PERIOD – Coverage under the Optional School-Time Accident Coverage, the Optional 24-Hour Accident Coverage and the Optional 24-Hour Dental Coverage starts on the date of premium receipt but not before the start of the school year. Optional School-Time Accident Coverage ends at the close of the regular nine-month school term, except while the student is attending classroom sessions exclusively sponsored and solely supervised by the School during the summer. Optional 24-Hour Accident and Dental Coverage ends when school reopens for the following school year. Coverage is available under the plan throughout the school year at the premiums quoted **(no pro rata premiums available)**.

SCHEDULE OF BENEFITS
Coverage for Injuries due to Accidents only

Maximum Benefit:	**Plan "Low"**	**Plan "Medium"**	**Plan "High"**
School-Time Option	$25,000	$50,000	$100,000
24-Hour Option	$25,000	$50,000	$100,000
Football Option	$25,000	$50,000	$100,000
Injuries Involving Motor Vehicles	$10,000	$10,000	$ 10,000
Death Benefit/Double Dismemberment	$10,000	$20,000	$ 20,000
Single Dismemberment	$ 5,000	$10,000	$ 10,000
Loss Period for Medical Benefits	Treatment must begin within 60 days from the date of Injury		
Benefit Period for Medical and AD&D/Loss of Sight Benefits	1 Year	1 Year	1 Year
Excess Coverage Applicability	Full Excess	Full Excess	Full Excess
Hospital/Facility Services - Inpatient			
Hospital Room and Board (Semi-Private Room Rate)	65% RE*	75% RE*	80% RE*
Inpatient Hospital Miscellaneous	65% RE*	75% RE*	80% RE*
Hospital/Facility Services - Outpatient			
Free-Standing Ambulatory Surgical Facility	65% RE* to $500 Maximum	75% RE* to $800 Maximum	80% RE* to $1,500 Maximum
Outpatient Hospital Miscellaneous (Except physician services and x-rays paid as below)	65% RE* to $500 Maximum	75% RE* to $800 Maximum	80% RE* to $1,500 Maximum
Hospital Emergency Room	65% RE* to $500 Maximum	75% RE* to $800 Maximum	80% RE* to $1,500 Maximum
Physician's Services			
Surgical	65% RE*	75% RE*	80% RE*
Assistant Surgeon	25% of Surgical Benefits	25% of Surgical Benefits	25% of Surgical Benefits
Anesthesiologist	25% of Surgical Benefits	25% of Surgical Benefits	25% of Surgical Benefits
Physician's Outpatient Treatment in connection with Physical Therapy and/or Spinal Manipulation	65% RE* / $25 Visit/5 Visit Max.	75% RE* / $30 Visit/7 Visit Max.	80% RE* / $40 Visit/8 Visit Max.
Physician's Non-surgical Treatment (Except as above)	65% RE*	75% RE*	80% RE*
Other Services			
Registered Nurses' Services	65% RE*	75% RE*	80% RE*
Prescriptions - outpatient	65% RE*	75% RE*	80% RE*
Laboratory Tests – Outpatient	65% RE*	75% RE*	80% RE*
X-rays, includes interpretation – Outpatient	65% RE*	75% RE*	80% RE*
Diagnostic Imaging (MRI, CAT Scan, etc) includes interpretation	65% RE*	75% RE*	80% RE*
Ground Ambulance	65% RE*	75% RE*	80% RE*
Durable Medical Equipment (includes Orthopedic Braces & Appliances)	65% RE*	75% RE*	80% RE*
Dental Treatment to sound, natural teeth due to covered injury	65% RE* to $500 Maximum	75% RE* to $800 Maximum	80% RE* to $1,500 Maximum
Replacement of eyeglasses, hearing aids, contact lenses, if medical treatment is also received for the covered injury.	$150 Maximum	$500 Maximum	$700 Maximum

***RE means Reasonable Expense**

GER_0418 EFTB(0009)

2026 – 2027 ENROLLMENT APPLICATION (please print or type)

Student's Last Name _____ Student's First Name _____ Student's Middle Initial _____ Grade _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Birthdate _____

School System _____ Name of School _____

Check your selection:

Plan "Low"	❑ School-Time $14.00	❑ 24-Hour Accident $ 82.00	❑ Football $ 85.00	❑ 24-Hour Dental $8.00
Plan "Medium"	❑ School-Time $28.00	❑ 24-Hour Accident $105.00	❑ Football $115.00	❑ 24-Hour Dental $8.00
Plan "High"	❑ School-Time $43.00	❑ 24-Hour Accident $210.00	❑ Football $215.00	❑ 24-Hour Dental $8.00

Please make check payable to Gerber Life Insurance Company

Total Enclosed: _____

Signature of Parent or Guardian _____ Date _____

EXCESS COVERAGE PROVISION The Company will pay Reasonable Expenses that are not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured is entitled, whether or not a claim is made for the benefits. This Blanket Student Accident Insurance is secondary to all other policies. This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services Benefits are less than the amount stated in the Schedule of Benefits under Excess Coverage Applicability.

MEDICAL BENEFITS When a covered Injury to a student results in 1) treatment by a legally qualified Physician or surgeon (other than a member of the immediate family or person retained by the school) or 2) Hospital confinement, and treatment begins within 60 days from the date of Injury, the Company will pay the benefit as shown in the Schedule of Benefits, subject to the Excess Coverage Provision above. Only eligible medical expenses incurred by the Insured within 52 weeks from the date of the Accident are covered. Benefits for any one Accident shall not exceed in the aggregate the maximum stated in the Medical Benefit plan purchased. Expenses incurred after one year from the date of Injury are not covered, even though the service is a continuing one, or one that is necessarily delayed beyond one year from the date of Injury.

ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, or Loss of Sight then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the Schedule of Benefits under Maximums and Benefit Period: 1) Life 2) Both Hands or Both Feet or Sight of Both Eyes; 3) Loss of One Hand and One Foot; 4) Loss of One Hand and Entire Sight of One Eye; 5) Loss of One Foot and Entire Sight of One Eye; 6) Loss of One Hand or Foot; 7) Loss of Sight in One Eye; 8) Loss of Thumb and Index Finger of the Same Hand. Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of one eye. Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body. If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit. Benefits paid under this provision will be paid in addition to any other benefits provided by the Policy. Benefits under this provision are subject to all other provisions of the Policy, including all Coverage and Limitations, Maximums and Exclusions.

DEFINITIONS Injury means bodily injury caused by an Accident. The Injury must occur while the Policy is in force and while the Insured is covered under the Policy. The Injury must be sustained as stated on the face page of the Policy, except where specifically stated otherwise in the Policy. **Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured is covered under the Policy. **Other Plan** means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable. **Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

EXCLUSIONS No Benefits are payable for Hospital and Professional Services for the following: 1) Injuries which are not caused by an Accident; 2) Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis; 3) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile; 4) Aggravation, during a Regularly Scheduled Activity, of an Injury the Insured suffered before participating in that Regularly Scheduled Activity, unless the Company receives a written medical release from the Insured's Physician; 5) Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid; 6) Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association; 7) Treatment performed by a member of the Insured's Immediate Family or by a person retained by the School; 8) Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician; 9) Medical expenses for which the Insured is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation; 10) Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain; and 11) Expenses incurred for experimental or investigational treatment or procedures.

RETAIN THIS DESCRIPTION FOR YOUR RECORDS

This is not a Policy, rather a brief description of the benefits provided under the master policy issued to the school. Please refer to the master policy for further details. **IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS. This brochure has been designed to illustrate the highlights of this insurance. All information in this brochure is subject to the provisions of Policy Form COL-11(CA), underwritten by Gerber Life Insurance Company (the Company). If there is any conflict between this brochure and the Policy, the Policy will prevail. Please see the Master Policy for individual state details.**

HOW TO FILE A CLAIM

Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, with information sufficient to identify the Named Insured shall be deemed notice to the Company. Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss.

In the event of an Accident, students should: 1) Secure treatment at the nearest medical facility of their choice; 2) If you have other insurance, submit your claim to your other insurer. When you receive the explanation of benefits notice from your primary carrier, send it to us; 3) Obtain a receipt (if payment of any bills were made) and itemized copy of charges from the provider of medical services and send copies of their itemized bills and the fully completed and **signed** accident claim form to the claims office – mail all correspondence to WEB-TPA, P.O. Box 2415, Grapevine, TX 76099-2415; and 3) **Call 1-866-975-9468** with any Claims questions.

UNDERWRITTEN BY:
Gerber Life Insurance Company
White Plains, NY 10605

MARKETING AGENT:
Student Insurance
6320 Canoga Ave, 12th Floor
Woodland Hills, CA 91367
(310) 826-5688

To apply for coverage, please enroll on-line with a credit card at www.k12specialmarkets.com ***or cut along the dotted line, complete the form and mail it, along with your check or money order, to the Please Return To: address shown below.***

Please Return To:
Student Insurance
c/o K12Special Markets Plan Administrators
1055 Main Street, Suite 101
Stevens Point, WI 54481

PLEASE READ THIS INFORMATION CAREFULLY. It is important.

PLEASE FOLLOW THESE INSTRUCTIONS TO FILE A CLAIM

ALL INFORMATION MUST BE PROVIDED IN ORDER FOR CLAIM TO BE PROCESSED. PROCESSING OF YOUR CLAIM WILL BE DELAYED IF COMPLETE INFORMATION IS NOT RECEIVED

NOTE: The accident policy benefits are limited and may not provide 100% coverage. Accident medical expense coverage under this policy is provided on an Excess Basis and benefits will only be paid under this plan after your own personal or group insurance has paid out its benefits. The maximum benefit for physician's outpatient treatment in connection with physical therapy and/or spinal manipulation is $1,250 per non-surgical injury for coverage purchased by the school. Completion of a claim form does not guarantee benefit payment. Each claim is reviewed according to the policy provisions.

Claim Guidelines: The following claim guidelines must be followed.

♦Answer all questions in detail (including all signatures on the front and back of the form). A claim form needs to be completed for each accident.

♦If you have other insurance, submit your claim to your other insurer. Non-compliance with your primary health HMO/PPO plan will reduce this plans benefits by 50%. When you receive the explanation of benefits (sample attached) notice from your primary carrier, send it to us along with the corresponding HCFA/UB04 medical bills and with the fully completed claim form. You must submit the provider's medical bills; balance due statements will not be processed. Medical bills must include the procedure & diagnosis code along with the Provider's federal identification number. These bills are:

1) HCFA-1500 (standard form used by Providers; sample attached)
2) UB-04 or UB-92 (standard form used by Hospitals sample attached)
3) ADA Dental Claim Form and a letter from the dentist verifying the injured tooth was whole, sound and natural. (All dental bills must be submitted through your primary insurance's medical and dental plans first before submitting the bills to WebTPA)

It would be helpful if the following was given to all providers the injured person is seeking treatment from:

1. WebTPA contact information
2. Policy number found on the claim form

This way the providers of service can work directly with the claim office and provide them with the correct billing forms (itemized bill to include procedure & diagnosis code and tax id number) needed to process a claim.

♦If you already paid the medical bill, include a paid receipt or a copy of your cancelled check at the same time you submit the medical bill. Otherwise payment will be made to the providers of service (Hospital, Physician or Others).

♦Send all correspondence to WebTPA, Inc., **P.O. Box 2415 Grapevine, TX 76099-2415**. The claim form must be sent within 90 days of the date you first received medical care. Any bills not filed with the claim form should be sent, within 90 days of the date you received medical care, to the Company identified with claimant's name, Organization or School name and date of Accident. File claim electronically by clicking here.

♦If you change your address, please notify WebTPA, Inc. by sending notification to WebTPA so that there is no delay in processing any claims.

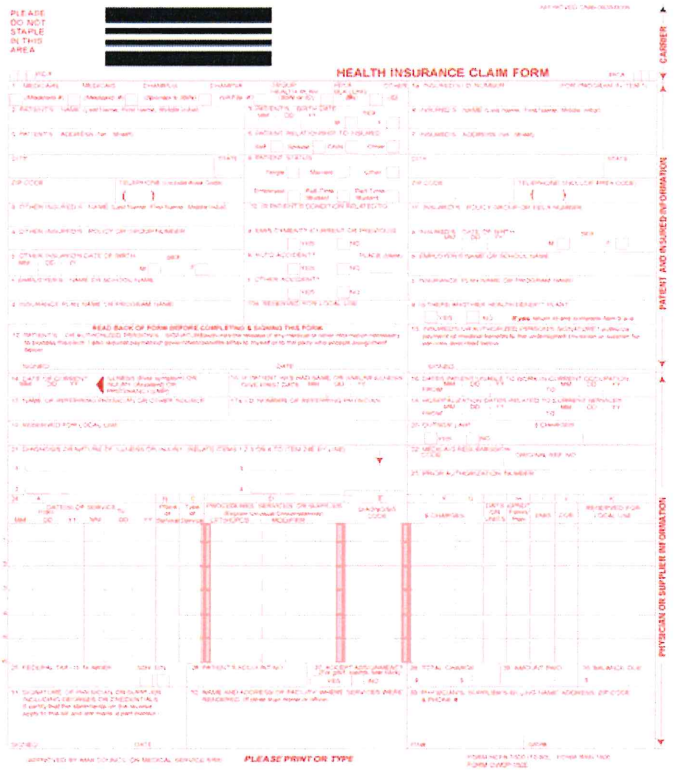
♦Please contact WebTPA, Inc. by calling **866-975-9468** if you would like to check the status of your claim or if you have any questions on how your claim was processed or the benefit paid.

Common Causes For Delays In Processing Claims

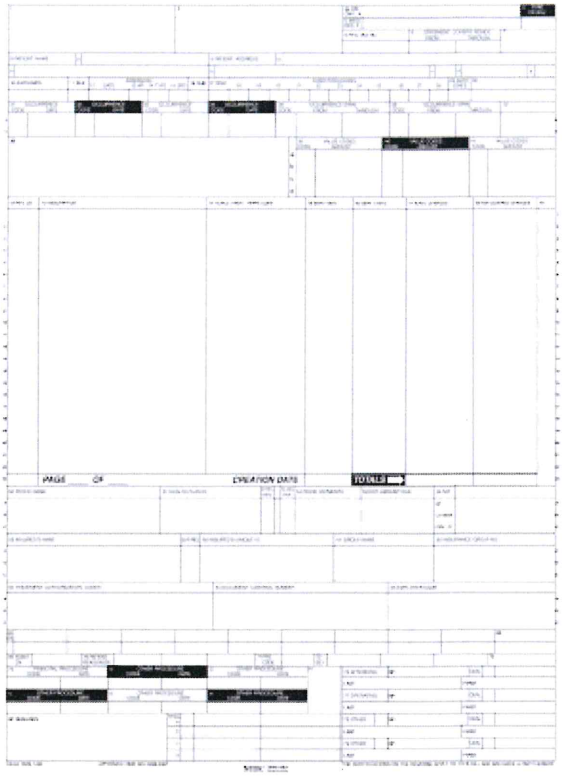
1. Claim Forms Not Completed In Full or Not Submitted.
2. Balance Due, Balance Forward, or Past Due Statements Submitted for Bills.
3. Explanation of Benefits from Primary Carrier Not Provided with the Bills.

KEEP COPIES OF ALL CLAIM FORMS, MEDICAL BILLS, AND CORRESPONDENCE FOR YOUR OWN RECORDS UNTIL YOUR CLAIM HAS BEEN PROCESSED.

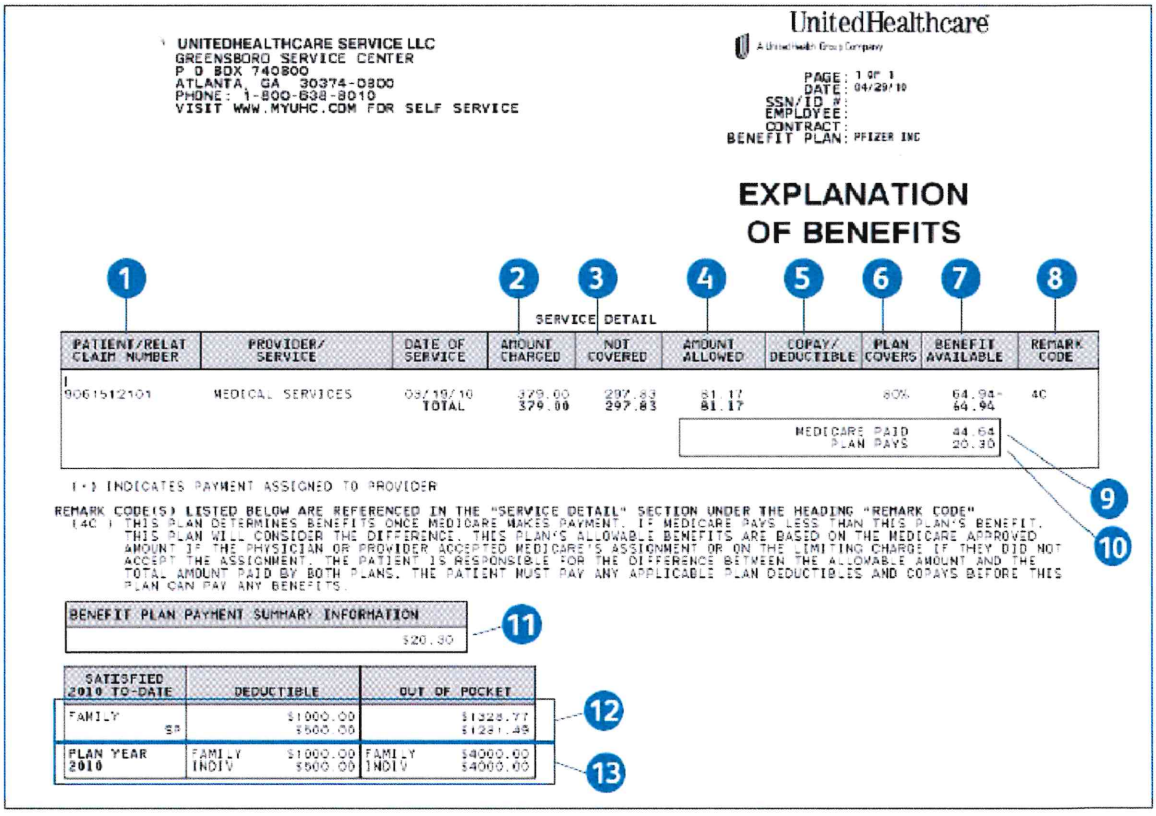
SAMPLE HCFA 1500



SAMPLE UB-04



SAMPLE EOB (EXPLANATION OF BENEFITS)



UNITEDHEALTHCARE SERVICE LLC
GREENSBORO SERVICE CENTER
P O BOX 740800
ATLANTA, GA 30374-0800
PHONE: 1-800-638-8010
VISIT WWW.MYUHC.COM FOR SELF SERVICE

UnitedHealthcare
A UnitedHealth Group Company

PAGE: 1 OF 1
DATE: 04/29/10
SSN/ID #:
EMPLOYEE:
CONTRACT:
BENEFIT PLAN: PFIZER INC

EXPLANATION OF BENEFITS

1			2	3	4	5	6	7	8
			SERVICE DETAIL						
PATIENT/RELAT CLAIM NUMBER	PROVIDER/ SERVICE	DATE OF SERVICE	AMOUNT CHARGED	NOT COVERED	AMOUNT ALLOWED	COPAY/ DEDUCTIBLE	PLAN COVERS	BENEFIT AVAILABLE	REMARK CODE
9061512101	MEDICAL SERVICES	03/19/10	379.00	297.83	81.17		80%	64.94-	4C
		TOTAL	379.00	297.83	81.17			64.94	
							MEDICARE PAID		44.64
							PLAN PAYS		20.30

(*) INDICATES PAYMENT ASSIGNED TO PROVIDER

REMARK CODE(S) LISTED BELOW ARE REFERENCED IN THE "SERVICE DETAIL" SECTION UNDER THE HEADING "REMARK CODE"
(4C) THIS PLAN DETERMINES BENEFITS ONCE MEDICARE MAKES PAYMENT. IF MEDICARE PAYS LESS THAN THIS PLAN'S BENEFIT, THIS PLAN WILL CONSIDER THE DIFFERENCE. THIS PLAN'S ALLOWABLE BENEFITS ARE BASED ON THE MEDICARE APPROVED AMOUNT IF THE PHYSICIAN OR PROVIDER ACCEPTED MEDICARE'S ASSIGNMENT OR ON THE LIMITING CHARGE IF THEY DID NOT ACCEPT THE ASSIGNMENT. THE PATIENT IS RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE ALLOWABLE AMOUNT AND THE TOTAL AMOUNT PAID BY BOTH PLANS. THE PATIENT MUST PAY ANY APPLICABLE PLAN DEDUCTIBLES AND COPAYS BEFORE THIS PLAN CAN PAY ANY BENEFITS.

BENEFIT PLAN PAYMENT SUMMARY INFORMATION	11
$20.30	

SATISFIED 2010 TO-DATE	DEDUCTIBLE		OUT OF POCKET		12
FAMILY		$1000.00		$1328.77	
SP		$500.00		$1281.48	
PLAN YEAR 2010	FAMILY	$1000.00	FAMILY	$4000.00	13
	INDIV	$500.00	INDIV	$4000.00	

Gerber Life Insurance

STUDENT ACCIDENT INSURANCE CLAIM FORM
SIGNED CLAIM FORM IS REQUIRED

1. **PLEASE FULLY COMPLETE THIS FORM PAGE 1 & PAGE 2**
2. **ATTACH HCFA/UB04-MEDICAL BILLS & EOBS FROM ANY OTHER INSURANCE YOU HAVE**
3. **SEND ALL CORRESPONDENCE TO:**

WEB-TPA
P.O. Box 2415
Grapevine, TX 76099-2415

Toll-Free: 866-975-9468
Fax: 469-417-1969
Email: benefit.assist@webtpa.com
File Electronically: Click Here

IMPORTANT NOTICE:
Your insurance plan is designed to provide maximum benefits for minimum premium. This plan of insurance is secondary to any health insurance you have. If you have other insurance, submit your claim (health and/or dental) to your other insurer. When you receive their Benefit Statement, send it to us along with your HCFA/UB04 (medical bills) and this completed form. Note: **The accident policy benefits are limited and may not provide 100% coverage.**

⮜ IF PART 1-A & PART 1-B ARE NOT COMPLETED IN FULL THIS CLAIM CANNOT BE PROCESSED AND WILL BE RETURNED ⮞

PART 1-A – TO BE COMPLETED IN FULL BY THE ORGANIZATION/SCHOOL

Organization/School District Name Alameda Unified School District Policy Number 05-1979-26

School Name _____ Phone No. ( )_____

Address _____ Email _____

_____ Type of Activity/Sport _____

If Athletics, designate ☐P.E. Class ☐Intramural ☐Interscholastic ☐Game ☐Jr. Varsity ☐Varsity ☐Youth ☐Adult ☐Practice ☐Other _____

Name of injured person/student _____

Date of Accident _____ Accident Time _____

Date of First Treatment _____ Has treatment been completed? ☐Yes ☐No

Where and how did accident occur? (Please be specific) _____

_____

_____

_____

Part of body Injured _____ ☐Right or ☐Left At the time of the accident, was the claimant involved in a sponsored and supervised activity and were they a current student/member of the Organization/School District? ☐Yes ☐No

Under whose supervision? _____ Was he/she a witness? ☐Yes ☐No

Authorized Signature _____ Title _____ Date _____

(MUST BE SIGNED BY AN ORGANIZATION/SCHOOL OFFICIAL UNLESS INJURY DID NOT OCCUR DURING AN ORGANIZATION/SCHOOL ACTIVITY. SIGNATURE IS REQUIRED)

PART 1-B – TO BE COMPLETED IN FULL BY CLAIMANT – OR BY PARENT/LEGAL GUARDIAN IF CLAIMANT IS A MINOR

Injured Party/Student Legal Name _____ Preferred/Nickname:_____

Date of Birth _____ Age _____ Grade Level _____ ☐Male ☐Female

Address of Injured Person or Parents/Guardian _____

_____

Phone No. ( )_____ Email Address _____

If Injured party is over age 18: Employer Name and Address _____

_____

Phone No. ( )_____ ☐Self Employed ☐Unemployed

Father/Guardian Name _____

Employer Name and Address _____ Phone No. ( )_____

_____ ☐Self Employed ☐Unemployed

PLEASE CONTINUE TO THE NEXT PAGE OF THE FORM WHICH MUST BE COMPLETED IN FULL

Mother/Guardian Name _____

Employer Name and Address _____ Phone No. ( )_____

_____ ☐Self Employed ☐Unemployed

If Dental Injury. Please submit verification from the dentist that the tooth/teeth are whole, sound and natural.

Is claimant covered under any other medical and or dental insurance policy? ☐Yes ☐No

Is claimant covered under a government sponsored insurance such as Medicare/Medicaid? ☐Yes ☐No

Name of all companies providing claimant insurance coverage or prepaid health plans

Name of Company	**Address**	**Policy #**

Are benefits due for this claim under these other insurance coverages? ☐Yes ☐No **(See IMPORTANT NOTICE at top of form on page 1)**

Does your son or daughter have medical insurance coverage as an eligible dependent from a previous marriage as mandated in a divorce decree? ☐Yes ☐No If yes, please give name, address and phone number of responsible party _____

_____

AFFIDAVIT: I verify that the above statement on other insurance is accurate and complete. I understand that the intentional furnishing of incorrect information via the U.S. Mail may be fraudulent and violate federal laws as well as state laws. I agree that it is determined at a later date that there are other insurance benefits collectible on this claim I will reimburse Gerber Life Insurance Company to the extent for which Gerber Life Insurance Company would not have been liable.

Signature: Injured Person, Parent or Guardian _____ Date: _____

SIGNATURE IS REQUIRED

AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize any employer, health plan, insurance company, hospital, physician, health care profession, clinic, laboratory, pharmacy, medical facility or other person that has provided treatment, payment, or services in connection with this claim to disclose, when requested to do so, all information with respect to any injury, policy coverage, medical history, consultations, prescription or treatment, and copies of all hospital or medical records and itemized bills to WebTPA, Inc. and Gerber Life Insurance Company, it's agents, employees and representatives.

I hereby authorize WebTPA, Inc. to discuss any information related to medical expenses incurred or treatments rendered in connection with this claim, with Special Markets Insurance Consultants, Inc. representatives and their assigned agents and to officials at the school or organization through which this policy is issued. A photo static copy of this authorization shall be considered as effective and valid as the original.

Signature: Injured Person, Parent or Guardian _____ Date: _____

FRAUD NOTICE STATEMENTS

NOTICE TO APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF ALABAMA: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION OF FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF."

RESIDENTS OF ALASKA APPLICANTS: "A PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE AN INSURANCE COMPANY FILES A CLAIM CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION MAY BE PROSECUTED UNDER STATE LAW."

RESIDENTS OF ARKANSAS APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF ARIZONA APPLICANTS: "FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF CALIFORNIA: "FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON."

RESIDENTS OF COLORADO APPLICANTS: "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES."

RESIDENTS OF DELAWARE: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF DISTRICT OF COLUMBIA APPLICANTS: "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

RESIDENTS OF FLORIDA APPLICANTS: "ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE."

RESIDENTS OF IDAHO: "ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD OR DECIEVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF INDIANA: "ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD AN INSURER FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION COMMITS A FELONY."

RESIDENTS OF KANSAS APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO, OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF KENTUCKY APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILED A STATEMENT OF CLAIM CONTAINING ANY "MATERIALLY" FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME."

RESIDENTS OF LOUISIANA APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF MAINE APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF MARYLAND APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF MINNESOTA APPLICANTS: "ANY PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME."

RESIDENTS OF NEW HAMPSHIRE: "ANY PERSON WHO, WITH THE PURPOSE TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS SUBJECT TO PROSECUTION AND PUNISHMENT FOR INSURANCE FRAUD, AS PROVIDED IN RSA 638.20."

RESIDENTS OF NEW JERSEY APPLICANTS: "ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF NEW MEXICO APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

RESIDENTS OF NEW YORK APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION."

RESIDENTS OF OHIO APPLICANTS: "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST ANY INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

RESIDENTS OF OKLAHOMA APPLICANTS: "WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF OREGON APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION, OR (2) BY FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT, MAY BE VIOLATING STATE LAW."

RESIDENTS OF PENNSYLVANIA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF RHODE ISLAND: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME OR MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF TENNESSEE APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF TEXAS APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON."

RESIDENTS OF VERMONT APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICTION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW."

RESIDENTS OF VIRGINIA APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WASHINGTON APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSES OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WEST VIRGINIA APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

venbrook student insurance



Seguro Voluntario de Accidentes Estudiantiles

Escuelas K-12 | 2026-2027

El recreo, el cuidado después de la escuela, los deportes interescolares, las excursiones y otras actividades escolares pueden ocasionar lesiones inesperadas. Los Planes Voluntarios de Seguro de Accidentes Estudiantiles ofrecen protección financiera accesible para ayudar a cubrir gastos médicos y evitar cargas económicas. Este plan es primario para estudiantes sin seguro o con cobertura financiada por el estado (como Medi-Cal/Medicaid o TRICARE-Seguro Médico). Secundario para estudiantes con seguro privado o Medicare.

Elegibilidad y Opciones de Cobertura:

Disponible para estudiantes inscritos en distritos escolares participantes. Se ofrecen opciones económicas con planes Bajo, Mediano y Alto, que incluyen:

- Cobertura de Accidentes Estudiantiles durante el Horario Escolar
- Cobertura de Accidentes Estudiantiles las 24 Horas
- Cobertura para Deportes Interescolares
- Cobertura Dental las 24 Horas
- Cobertura Exclusiva para Fútbol

¡Inscribirse en línea es fácil! Visite: https://studentinsuranceusa.com/insurance/k-12-student-accident-insurance-plan-enrollment/

1. Haga clic **"Enroll Online"**.
2. Seleccione su estado y haga clic en **"Look Up"**.
3. Elija su escuela o distrito.
4. Revise los planes disponibles y seleccione el que prefiera.
5. Complete la solicitud en línea
6. Pague una prima anual única con tarjeta de crédito o débito.
7. Imprima su confirmación como comprobante de cobertura.

Presentación de un reclamo:

Complete el formulario de reclamo de Gerber Life, incluyendo los detalles de la lesion y cualquier cobertura de seguro adicional.

1. Acceda al formulario de reclamo en **k12specialmarkets.com/claimforms**.
2. Seleccione su estado y luego su escuela o distrito.
3. Los formularios de reclamo requieren l**a firma tanto del padre/madre o tutor legal como de un funcionario escolar**.
4. Asegúrese de incluir información sobre cualquier **otra cobertura de seguro**, si corresponde.
5. Envíe el formulario completo por correo electrónico, correo postal, fax o electrónicamente a través del sitio web de reclamos.
6. Se enviará una carta de confirmación y **un número de reclamo** a la dirección registrada.
7. Use su número de reclamo como referencia al enviar las facturas médicas de los proveedores.

Please note: If you are a plan administrator for a school or group and would like to learn more, please email SIRep@studentinsuranceusa.com.

Información sobre Student Insurance:

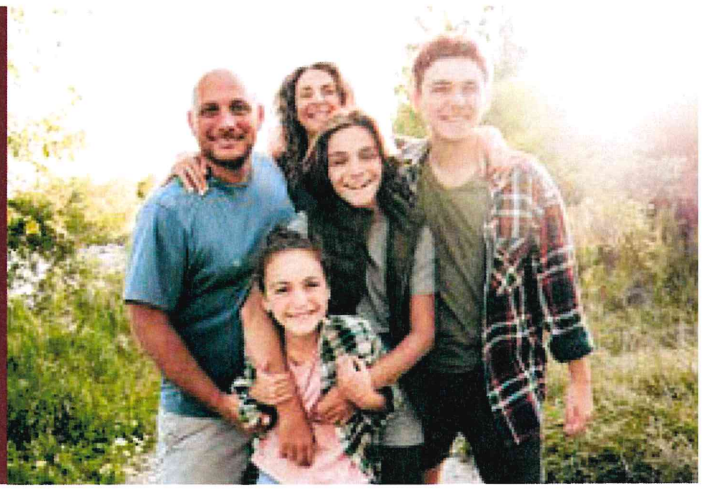
Desde 1950, Student Insurance (SI) ha ofrecido precios competitivos en una cobertura integral del seguro contra accidentes para estudiantes en el segmento K-12. El SI se dedica a ayudar a las familias a gestionar los costos imprevistos de las lesiones de los estudiantes mediante opciones de cobertura flexible y de fácil acceso. Puede comunicarse con la oficina de su escuela o distrito para obtener la información completa de la póliza, que incluye los beneficios, las exclusiones y las limitaciones.

Tenga en cuenta lo siguiente: Los estudiantes pueden comprar cobertura solo si su distrito escolar es titular de una póliza con la compañía de seguros.

¿Cómo podemos ayudar?

Comuníquese con un experto en atención médica para estudiantes a SIRep@studentinsuranceusa.com para obtener más información.

6320 Canoga Ave, 12th Floor
Woodland Hills, CA 91367
Studentinsuranceusa.com



venbrook student insurance

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COBERTURA DE SEGURO DE ACCIDENTES PARA ESTUDIANTES 2026 - 2027

COBERTURA OPCIONAL DE ACCIDENTES DURANTE EL HORARIO ESCOLAR - Se proporciona cobertura de seguro por lesiones cubiertas que tienen lugar durante el horario y los días en que la escuela está en funcionamiento y durante la asistencia o participación en actividades patrocinadas y supervisadas por la escuela tanto dentro como fuera de las instalaciones escolares. Incluye la participación en: Deportes intercolegiales, a excepción de fútbol americano intercolegial a nivel de escuela secundaria (consulte la Cobertura opcional para fútbol americano a continuación); actividades recreativas de verano patrocinadas por la escuela; excursiones escolares de un día de duración (sin pernoctación) y actividades religiosas patrocinadas por la escuela. Se proporciona cobertura para viajes hacia, desde o durante las actividades, como miembro de un grupo, en el transporte proporcionado u organizado por el titular de la póliza, y al viajar directamente de ida y vuelta entre sus casas y la escuela o el sitio de una actividad cubierta.

Prima anual: Plan "de bajo costo"–$14.00 Plan "de mediano costo"–$28.00 Plan "de alto costo"–$43.00

COBERTURA OPCIONAL POR ACCIDENTES DURANTE LAS 24 HORAS - La cobertura del seguro se proporciona durante las 24 horas del día. Proporciona cobertura durante los fines de semana y períodos de vacaciones, incluido todo el verano. Los estudiantes están protegidos mientras están en su casa o fuera de ella en cualquier entorno, en cualquier momento y en cualquier lugar. La cobertura se proporciona para la participación en deportes intercolegiales, a excepción de fútbol americano intercolegial a nivel de escuela secundaria (consulte la opción de Cobertura opcional para fútbol americano a continuación).

Prima anual: Plan "de bajo costo"–$82.00 Plan "de mediano costo"–$105.00 Plan "de alto costo"–$210.00

COBERTURA OPCIONAL PARA FÚTBOL AMERICANO - Cubre accidentes que ocurren durante la participación en la práctica o la competencia de fútbol americano intercolegial a nivel de escuela secundaria. Se cubre el viaje cuando se viaja directamente y sin interrupción hacia o desde tal práctica o competencia, como parte de un grupo, en el transporte proporcionado u organizado por el titular de la póliza. Consulte los beneficios y limitaciones que se describen en el interior de este folleto. La cobertura opcional para fútbol americano comienza en la fecha de la recepción de la prima y termina el último día de práctica o competencia. A los estudiantes de noveno grado que juegan SOLAMENTE con otros estudiantes de 9º grado, no se les cobra el adicional para la cobertura de fútbol americano. En caso de contratación, se aplicará su cobertura opcional durante el horario escolar o su cobertura opcional de accidentes las 24 horas.

Prima anual: Plan "de bajo costo"–$85.00 Plan "de mediano costo"–$115.00 Plan "de alto costo"–$215.00

COBERTURA DENTAL OPCIONAL DURANTE LAS 24 HORAS (puede adquirirse por separado o con otra cobertura) - La cobertura del seguro está en vigor las 24 horas del día. La lesión debe tratarse en un plazo de 60 días después de que ocurra el accidente. Los beneficios se pagan dentro de los 12 meses después de la fecha de la lesión. Los gastos máximos elegibles a pagar por lesión cubierta no pueden exceder los $ 25,000. Además, cuando el dentista certifica que el tratamiento debe aplazarse hasta después del período de beneficios, se pagarán beneficios diferidos hasta un máximo de $1000. El estudiante debe recibir tratamiento por lesión en los dientes, por parte de un dentista legamente calificado, que no sea miembro de la familia inmediata del estudiante. La cobertura se limita al tratamiento de dientes sanos y naturales. **Prima anual: $8.00**

PERÍODO DE COBERTURA - La cobertura en virtud de la cobertura opcional de accidentes durante el horario escolar, la cobertura opcional de accidente durante las 24 horas y la cobertura dental opcional durante las 24 horas comienza en la fecha de recepción de la prima, pero no antes del inicio del año escolar. La cobertura opcional de accidente durante el horario escolar termina al cierre del período regular escolar de nueve meses, excepto cuando el estudiante asiste a sesiones de clases patrocinadas, única y exclusivamente bajo la supervisión de la escuela durante el verano. La cobertura opcional de accidente durante las 24 horas y la cobertura dental opcional durante las 24 horas terminan cuando la escuela vuelve a abrir para el siguiente año escolar. La cobertura está disponible en virtud del plan durante el año escolar con las primas cotizadas **(no hay primas a prorrata disponibles)**.

PLAN DE BENEFICIOS

Cobertura de lesiones por accidentes únicamente

Beneficio máximo:	**Plan "de bajo costo"**	**Plan "de mediano costo"**	**Plan "de alto costo"**
Opción horario escolar	$25,000	$50,000	$100,000
Opción 24 horas	$25,000	$50,000	$100,000
Opción fútbol americano	$25,000	$50,000	$100,000
Lesiones que involucran vehículos de motor	$10,000	$10,000	$ 10,000
Beneficio por muerte/pérdida de dos miembros	$10,000	$20,000	$ 20,000
Pérdida de un miembro	$5000	$10,000	$10,000
Período de pérdida de los beneficios médicos	El tratamiento debe comenzar en un plazo de 60 días tras la fecha de la lesión		
Período de beneficios para beneficios médicos y AD&D/pérdida de la vista	1 año	1 año	1 año
Aplicabilidad de exceso de cobertura	Exceso total	Exceso total	Exceso total
Servicios hospitalarios/en instalaciones de salud - como paciente internado			
Ingreso y comidas en hospital (tarifa de sala semiprivada)	65% GR*	75% GR*	80% GR* Servicios
hospitalarios varios para pacientes internados	65% GR*	75% GR*	80% GR*
Servicios hospitalarios/en instalaciones de salud - como paciente ambulatorio			
Centro quirúrgico ambulatorio independiente	65% GR* a $500 como máximo	75% GR* a $800 como máximo	80% GR* a $1500 como máximo
Servicios hospitalarios varios para pacientes ambulatorios (a excepción de los servicios de médicos y radiografías que se pagan de la forma que se estipula a continuación)	65% GR* a $500 como máximo	75% GR* a $800 como máximo	80% GR* a $1500 como máximo
Sala de emergencia del hospital	65% GR* a $500 como máximo	75% GR* a $800 como máximo	80% GR* a $1500 como máximo
Servicios del médico			
Quirúrgicos	65% GR*	75% GR*	80% GR*
Asistente de cirujano	25% de los beneficios quirúrgicos	25% de los beneficios quirúrgicos	25% de los beneficios quirúrgicos
Anestesiólogo	25% de los beneficios quirúrgicos	25% de los beneficios quirúrgicos	25% de los beneficios quirúrgicos
Tratamiento ambulatorio del médico en relación con la fisioterapia y/o la manipulación espinal	65% GR*/$25 por visita/5 visitas como máximo	75% GR*/$30 por visita/7 visitas como máximo	80% GR*/$40 por visita/8 visitas como máximo
El tratamiento del médico no quirúrgico (con excepción de lo anterior)	65% GR*	75% GR*	80% GR*
Otros servicios			
Servicios de enfermeras profesionales tituladas	65% GR*	75% GR*	80% GR*
Recetas - paciente ambulatorio	65% GR*	75% GR*	80% GR*
Análisis de laboratorio - paciente ambulatorio	65% GR*	75% GR*	80% GR*
Radiografías, incluye la interpretación - paciente ambulatorio	65% GR*	75% GR*	80% GR*
Servicio de diagnóstico por imágenes (imágenes por resonancia magnética, tomografía axial computarizada, etc.) - incluye interpretación	65% GR	75% GR*	80% GR*
Ambulancia terrestre	65% GR*	75% GR*	80% GR*
Equipo médico duradero (incluye aparatos y dispositivos de asistencia ortopédicos)	65% GR*	75% GR*	80% GR*
Tratamiento dental para dientes sanos y naturales debido a una lesión incluida en la cobertura	65% GR* a $500 como máximo	75% GR* a $800 como máximo	80% GR* a $1500 como máximo
Reemplazo de anteojos, audífonos, lentes de contacto si también se recibe tratamiento médico para la lesión cubierta.	$150 como máximo	$500 como máximo	$700 como máximo

***GR significa Gastos razonables**

GER_0514 EFTB(0009)

SOLICITUD DE INSCRIPCIÓN 2026 - 2027 (complete en letra de imprenta o a máquina)

Apellidos del estudiante _____ Nombre del estudiante _____ Inicial seg. nombre del estudiante _____ Grado _____

Dirección _____ Ciudad _____ Estado _____ Código postal _____

Número de teléfono _____ Fecha de nacimiento _____

Sistema escolar _____ Nombre de la escuela _____

Marque su selección:

Plan "de bajo costo"	❑ Horario escolar	$14.00	❑ Accidente las 24 horas	$ 82.00	❑ Fútbol americano	$ 85.00	❑ Dental las 24 horas $8.00
Plan "de mediano costo"	❑ Horario escolar	$28.00	❑ Accidente las 24 horas	$105.00	❑ Fútbol americano	$115.00	❑ Dental las 24 horas $8.00
Plan "de alto costo"	❑ Horario escolar	$43.00	❑ Accidente las 24 horas	$210.00	❑ Fútbol americano	$215.00	❑ Dental las 24 horas $8.00

Emita el cheque pagadero a nombre de Gerber Life Insurance Company

Total que se adjunta: _____

Firma del padre/madre o tutor _____ Fecha: _____

DISPOSICIÓN POR EXCESO DE COBERTURA La compañía pagará los gastos razonables que no son reembolsables por ningún otro plan. La compañía determinará el monto de los beneficios proporcionados por otros planes sin hacer referencia a ningún tipo de coordinación de beneficios, la no duplicación de beneficios o disposiciones similares. El monto de otros planes incluye cualquier importe al que el asegurado tiene derecho, ya sea que se presente o no una reclamación por los beneficios. Este seguro general de accidentes para estudiantes es secundario a todas las demás pólizas. Esta disposición no se aplicará si el total de los gastos razonables incurridos por beneficios de servicios hospitalarios y profesionales son inferiores a la cantidad indicada en la aplicabilidad del plan de beneficios bajo exceso de cobertura.

BENEFICIOS MÉDICOS Cuando una lesión con cobertura que sufrió un estudiante dio lugar a 1) tratamiento por un médico legalmente calificado o un cirujano (que no sea un familiar inmediato o persona contratada por la escuela) o 2) ingreso en el hospital, y el tratamiento comienza en un plazo de 60 días a partir de la fecha de la lesión, la compañía pagará el beneficio tal como se establece en el plan de beneficios, sujeto a la disposición por exceso de cobertura que se detalla arriba. Solo tienen cobertura los gastos médicos elegibles en que incurra el asegurado, en un plazo de 52 semanas a partir de la fecha del accidente. Los beneficios para cualquier accidente no deberán exceder en conjunto el máximo indicado en el plan de beneficios médicos contratado. Los gastos en que se incurra después de un año a partir de la fecha de la lesión no están cubiertos, a pesar de que el servicio se continúe prestando o se haya retrasado necesariamente más allá de un año después de la fecha de la lesión.

MUERTE, PÉRDIDA DE MIEMBRO Y PÉRDIDA DE LA VISTA POR ACCIDENTE Cuando una lesión cubierta da lugar a cualquiera de las pérdidas al asegurado que se establecen en el plan de beneficios por muerte, pérdida de miembro o pérdida de la vista por accidente, la compañía pagará el beneficio indicado en el plan por esa pérdida. La pérdida debe haber tenido lugar en un plazo de 365 días después de la fecha del accidente.

El máximo beneficio pagadero bajo esta disposición se establece en el plan de beneficios bajo límites máximos y período de beneficio: 1) Seguro de vida 2) Pérdida de ambas manos o ambos pies o la vista de ambos ojos; 3) Pérdida de una mano y un pie; 4) Pérdida de una mano y de la vista completa de un ojo; 5) Pérdida de un pie y la vista completa de un ojo; 6) Pérdida de una mano o un pie; 7) Pérdida de la vista de un ojo; 8) Pérdida del dedo pulgar e índice de la misma mano. Por la pérdida de una mano, un pie o la vista de un ojo se pagará la mitad del máximo beneficio. La pérdida de mano o pie significa la separación completa a través o por encima de la articulación de la muñeca o del tobillo. La pérdida de la vista significa la pérdida total y permanente de la vista en un ojo. La pérdida de la vista debe ser irrecuperable por medios naturales, quirúrgicos o artificiales. La pérdida del dedo pulgar e índice de la misma mano significa la separación completa a través o por encima de la articulación metacarpofalángica de la misma mano (las articulaciones entre los dedos y la mano). La separación significa la escisión y el desmembramiento completos de la parte del cuerpo. Si el asegurado sufre más de una de las pérdidas cubiertas mencionadas anteriormente como consecuencia del mismo accidente, la cantidad total que pagará la compañía es el beneficio máximo. Los beneficios pagados en virtud de esta disposición se pagarán además de cualquier otro beneficio previsto por la póliza. Los beneficios previstos en esta disposición están sujetos a todas las demás disposiciones de la póliza, incluida toda la cobertura y limitaciones, límites máximos y exclusiones.

DEFINICIONES Lesión es una lesión corporal causada por un accidente. La lesión debe tener lugar mientras la póliza está en vigor y mientras el asegurado está cubierto por la póliza. La lesión debe hacer ocurrido tal como se indica en la carátula de la póliza, salvo que se indique específicamente lo contrario en dicha póliza. **Accidente** es un evento repentino, inesperado, imprevisto e identificable que produce en ese momento síntomas objetivos de una lesión. El accidente debe ocurrir mientras el asegurado está cubierto por la póliza. **Gasto razonable** significa la cantidad promedio que cobra la mayoría de los proveedores por el tratamiento, el servicio o los suministros en el área geográfica en la que se proporciona el tratamiento, servicio o suministro. Un médico debe recomendar y aprobar estos servicios y suministros.

EXCLUSIONES No se pagan beneficios por servicios hospitalarios y profesionales para lo siguiente: 1) Lesiones que no son consecuencia de un accidente; 2) El tratamiento de hernia, independientemente de la causa, enfermedad de Osgood Schlatter u osteocondritis; 3) Lesiones sufridas como resultado de manejar, viajar dentro de, o sobre, un vehículo motorizado recreativo de dos, tres o cuatro ruedas o motos de nieve, o descender de estos; 4) El agravamiento, durante una actividad programada de manera normal, de una lesión que el asegurado sufrió antes de participar en esa actividad programada de manera normal, a menos que la compañía reciba una autorización médica por escrito del médico del asegurado; 5) Lesiones sufridas como resultado de practicar o jugar fútbol americano y/o deportes intercolegiales, a menos que se haya pagado la prima requerida bajo la disposición de la cobertura para fútbol americano y/o deportes; 6) Cualquier gasto para el cual son pagaderos los beneficios bajo un programa de seguro contra accidentes catastróficos de la Asociación de actividades intercolegiales del estado; 7) Tratamiento realizado por un miembro de la familia inmediata del asegurado o por una persona contratada por la escuela; 8) Lesión causada por guerra o actos de guerra; suicidio o lesión autoinfligida intencional, en buen estado mental o demente; violación o intento de violación de la ley; participación en cualquier ocupación ilegal; peleas o enfrentamientos, excepto en defensa propia; estar legalmente intoxicado o bajo la influencia del alcohol según lo definido por las leyes del estado en el que se produce la lesión; o estar bajo la influencia de alguna droga o narcótico a menos que las administre un médico o por consejo del mismo; 9) Gastos médicos para los cuales el asegurado recibe beneficios bajo ya sea (a) la Ley de indemnización laboral; o (b) el contrato de seguro de automóvil obligatorio sin culpa; o legislación similar; 10) Gastos realizados para el tratamiento de la disfunción de la articulación temporomandibular y dolor miofacial asociado; y 11) Gastos incurridos por tratamientos o procedimientos experimentales o de investigación.

CONSERVE ESTA DESCRIPCIÓN EN SUS ARCHIVOS

Esto no constituye una póliza, más bien una breve descripción de los beneficios provistos en virtud de la póliza maestra emitida a la escuela. Consulte la póliza maestra para obtener más detalles. **AVISO IMPORTANTE - ESTA PÓLIZA NO PROPORCIONA COBERTURA POR ENFERMEDAD. El objetivo de este folleto es ilustrar los aspectos más destacados de este seguro. Toda la información contenida en este folleto está sujeta a las disposiciones del formulario de póliza COL-11(CA), suscrita por Gerber Life Insurance Company (la compañía). En caso de conflicto entre este folleto y la póliza, prevalecerá esta última. Por favor, consulte la póliza maestra para los detalles individuales del estado.**

CÓMO PRESENTAR UNA RECLAMACIÓN

Se debe cursar una notificación por escrito de la reclamación a la compañía en un plazo de 90 días después de la ocurrencia o comienzo de cualquier siniestro cubierto por esta póliza, o tan pronto como sea razonablemente posible. La notificación entregada por o en nombre del asegurado designado a la compañía, con la información suficiente para identificar al asegurado designado, se considerará una notificación a la compañía. La prueba escrita de la pérdida debe comunicarse a la compañía en el domicilio designado en un plazo de 90 días después de la fecha de dicha pérdida.

En el caso de un accidente, los estudiantes deben: 1) Obtener tratamiento en el centro médico más cercano de su elección; 2) Si usted tiene otro seguro, presente su reclamación a su otra compañía de seguros. Cuando reciba la notificación de explicación de beneficios de su compañía principal, envíenosla; 3) Obtenga un recibo (si efectuó el pago de alguna factura) y una copia detallada de los cargos del proveedor de servicios médicos, y envíe copias de sus facturas detalladas y el formulario de reclamación de accidente debidamente cumplimentado y **firmado** a la oficina de reclamaciones - envíe por correo toda la correspondencia a WEB-TPA, P.O. Box 2415, Grapevine, TX 76099-2415; y 3) **Llame al 1-866-975-9468** si tiene preguntas sobre las reclamaciones.

SUSCRITO POR:
Gerber Life Insurance Company
White Plains, NY 10605

AGENTE DE COMERCIALIZACIÓN:
Student Insurance
6320 Canoga Ave, 12th Floor
Woodland Hills, CA 91367
(310) 826-5688

Para solicitar la cobertura, inscríbase por Internet con una tarjeta de crédito en www.k12specialmarkets.com ***o corte por la línea de puntos, complete el formulario y envíelo por correo, junto con su cheque o giro postal, a la dirección de retorno que se muestra a continuación.***

Enviar de vuelta a: Student Insurance
c/o K12Special Markets Plan Administrators
1055 Main Street, Suite 101
Stevens Point, WI 54481

PLEASE READ THIS INFORMATION CAREFULLY. It is important.

PLEASE FOLLOW THESE INSTRUCTIONS TO FILE A CLAIM

ALL INFORMATION MUST BE PROVIDED IN ORDER FOR CLAIM TO BE PROCESSED. PROCESSING OF YOUR CLAIM WILL BE DELAYED IF COMPLETE INFORMATION IS NOT RECEIVED

NOTE: The accident policy benefits are limited and may not provide 100% coverage. Accident medical expense coverage under this policy is provided on an Excess Basis and benefits will only be paid under this plan after your own personal or group insurance has paid out its benefits. The maximum benefit for physician's outpatient treatment in connection with physical therapy and/or spinal manipulation is $1,250 per non-surgical injury for coverage purchased by the school. Completion of a claim form does not guarantee benefit payment. Each claim is reviewed according to the policy provisions.

Claim Guidelines: The following claim guidelines must be followed.

♦Answer all questions in detail (including all signatures on the front and back of the form). A claim form needs to be completed for each accident.

♦If you have other insurance, submit your claim to your other insurer. Non-compliance with your primary health HMO/PPO plan will reduce this plans benefits by 50%. When you receive the explanation of benefits (sample attached) notice from your primary carrier, send it to us along with the corresponding HCFA/UB04 medical bills and with the fully completed claim form. You must submit the provider's medical bills; balance due statements will not be processed. Medical bills must include the procedure & diagnosis code along with the Provider's federal identification number. These bills are:

1) HCFA-1500 (standard form used by Providers; sample attached)
2) UB-04 or UB-92 (standard form used by Hospitals sample attached)
3) ADA Dental Claim Form and a letter from the dentist verifying the injured tooth was whole, sound and natural. (All dental bills must be submitted through your primary insurance's medical and dental plans first before submitting the bills to WebTPA)

It would be helpful if the following was given to all providers the injured person is seeking treatment from:

1. WebTPA contact information
2. Policy number found on the claim form

This way the providers of service can work directly with the claim office and provide them with the correct billing forms (itemized bill to include procedure & diagnosis code and tax id number) needed to process a claim.

♦If you already paid the medical bill, include a paid receipt or a copy of your cancelled check at the same time you submit the medical bill. Otherwise payment will be made to the providers of service (Hospital, Physician or Others).

♦Send all correspondence to WebTPA, Inc., **P.O. Box 2415 Grapevine, TX 76099-2415**. The claim form must be sent within 90 days of the date you first received medical care. Any bills not filed with the claim form should be sent, within 90 days of the date you received medical care, to the Company identified with claimant's name, Organization or School name and date of Accident. File claim electronically by clicking here.

♦If you change your address, please notify WebTPA, Inc. by sending notification to WebTPA so that there is no delay in processing any claims.

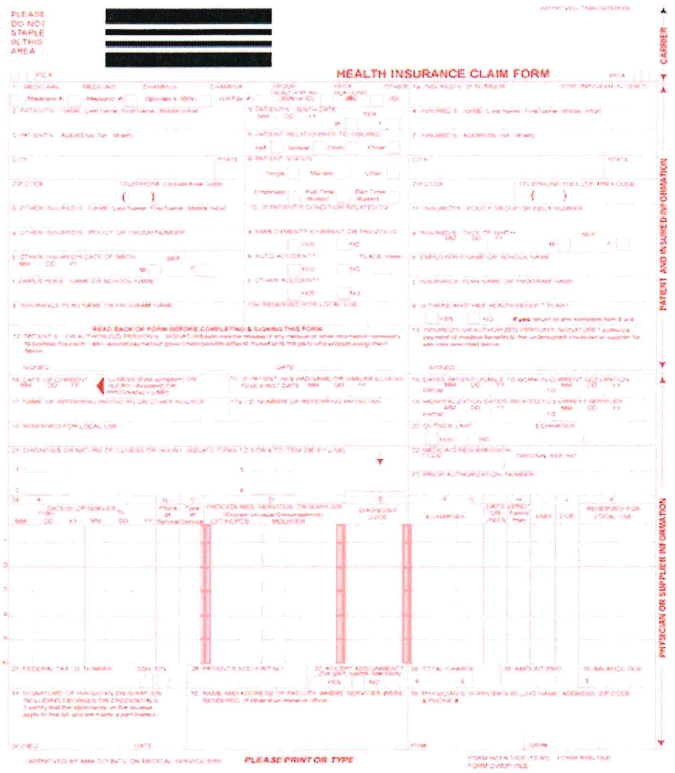
♦Please contact WebTPA, Inc. by calling **866-975-9468** if you would like to check the status of your claim or if you have any questions on how your claim was processed or the benefit paid.

Common Causes For Delays In Processing Claims

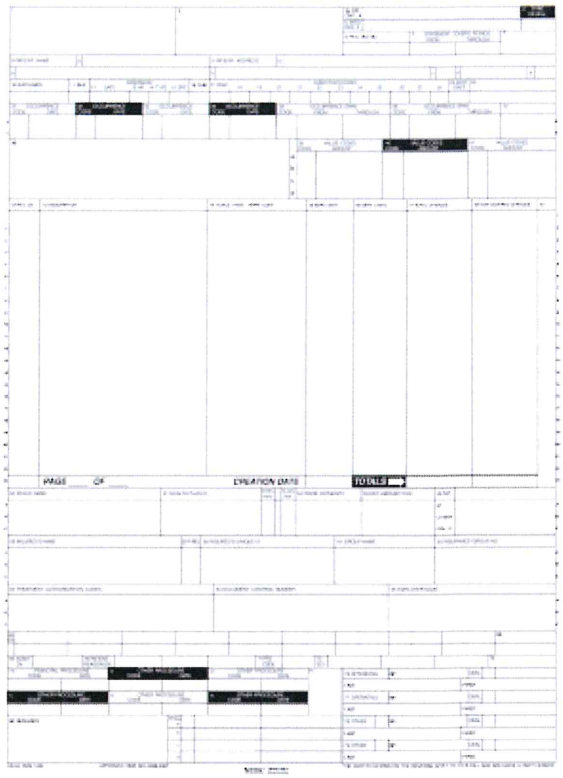
1. Claim Forms Not Completed In Full or Not Submitted.
2. Balance Due, Balance Forward, or Past Due Statements Submitted for Bills.
3. Explanation of Benefits from Primary Carrier Not Provided with the Bills.

KEEP COPIES OF ALL CLAIM FORMS, MEDICAL BILLS, AND CORRESPONDENCE FOR YOUR OWN RECORDS UNTIL YOUR CLAIM HAS BEEN PROCESSED.

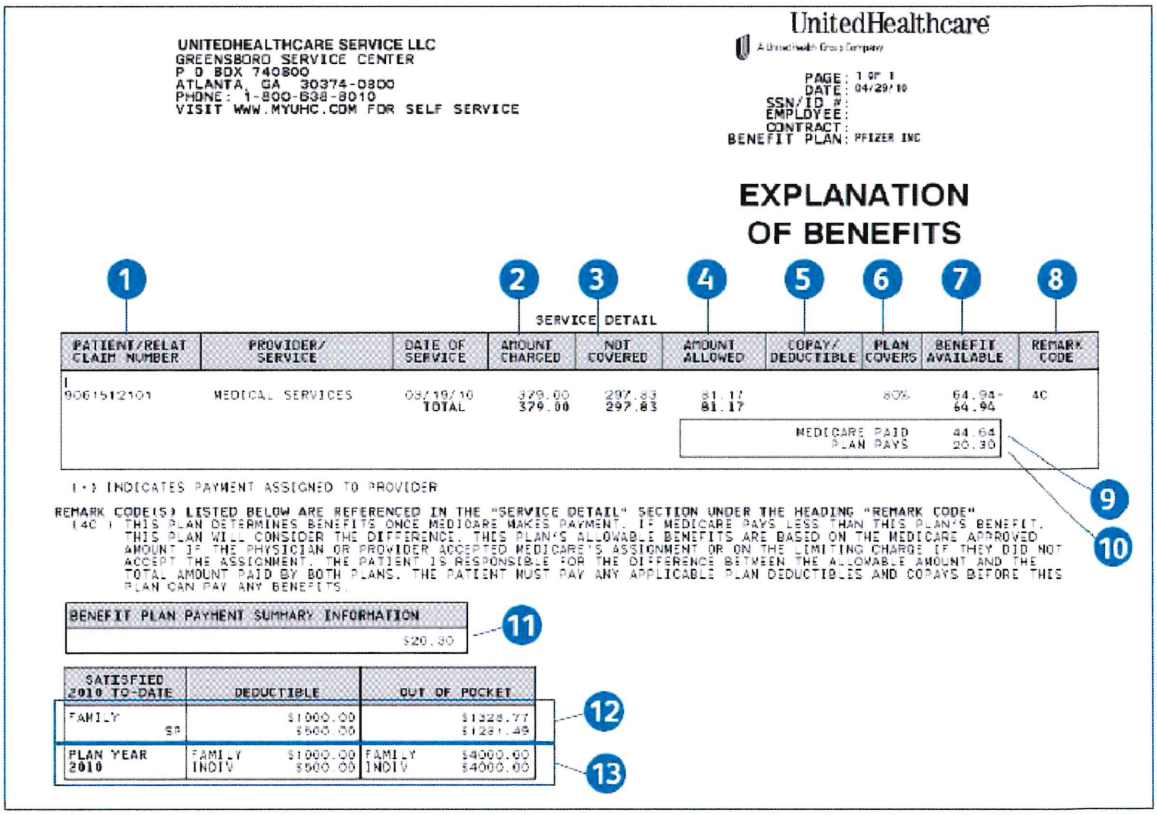
SAMPLE HCFA 1500



SAMPLE UB-04



SAMPLE EOB (EXPLANATION OF BENEFITS)



UNITEDHEALTHCARE SERVICE LLC
GREENSBORO SERVICE CENTER
P O BOX 740800
ATLANTA GA 30374-0800
PHONE: 1-800-638-8010
VISIT WWW.MYUHC.COM FOR SELF SERVICE

UnitedHealthcare
A UnitedHealth Group Company

PAGE: 1 OF 1
DATE: 04/29/10
SSN/ID #:
EMPLOYEE:
CONTRACT:
BENEFIT PLAN: PFIZER INC

EXPLANATION OF BENEFITS

SERVICE DETAIL

1 PATIENT/RELAT CLAIM NUMBER	PROVIDER/ SERVICE	DATE OF SERVICE	2 AMOUNT CHARGED	3 NOT COVERED	4 AMOUNT ALLOWED	5 COPAY/ DEDUCTIBLE	6 PLAN COVERS	7 BENEFIT AVAILABLE	8 REMARK CODE
I 9061512101	MEDICAL SERVICES	03/19/10	379.00	297.83	81.17		80%	64.94-	4C
		TOTAL	379.00	297.83	81.17			64.94	
							MEDICARE PAID	44.64	
							PLAN PAYS	20.30	

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10

(*) INDICATES PAYMENT ASSIGNED TO PROVIDER

REMARK CODE(S) LISTED BELOW ARE REFERENCED IN THE "SERVICE DETAIL" SECTION UNDER THE HEADING "REMARK CODE"
(4C) THIS PLAN DETERMINES BENEFITS ONCE MEDICARE MAKES PAYMENT. IF MEDICARE PAYS LESS THAN THIS PLAN'S BENEFIT, THIS PLAN WILL CONSIDER THE DIFFERENCE. THIS PLAN'S ALLOWABLE BENEFITS ARE BASED ON THE MEDICARE APPROVED AMOUNT IF THE PHYSICIAN OR PROVIDER ACCEPTED MEDICARE'S ASSIGNMENT OR ON THE LIMITING CHARGE IF THEY DID NOT ACCEPT THE ASSIGNMENT. THE PATIENT IS RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE ALLOWABLE AMOUNT AND THE TOTAL AMOUNT PAID BY BOTH PLANS. THE PATIENT MUST PAY ANY APPLICABLE PLAN DEDUCTIBLES AND COPAYS BEFORE THIS PLAN CAN PAY ANY BENEFITS.

BENEFIT PLAN PAYMENT SUMMARY INFORMATION — 11
$20.30

SATISFIED 2010 TO-DATE	DEDUCTIBLE		OUT OF POCKET	
FAMILY		$1000.00		$4000.00
$0		$500.00		$4000.00
PLAN YEAR 2010	FAMILY	$1000.00	FAMILY	$4000.00
	INDIV	$500.00	INDIV	$4000.00

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13

Gerber Life Insurance

STUDENT ACCIDENT INSURANCE CLAIM FORM
SIGNED CLAIM FORM IS REQUIRED

1. **PLEASE FULLY COMPLETE THIS FORM PAGE 1 & PAGE 2**
2. **ATTACH HCFA/UB04-MEDICAL BILLS & EOBS FROM ANY OTHER INSURANCE YOU HAVE**
3. **SEND ALL CORRESPONDENCE TO:**

WEB-TPA
P.O. Box 2415
Grapevine, TX 76099-2415

Toll-Free: 866-975-9468
Fax: 469-417-1969
Email: benefit.assist@webtpa.com
File Electronically: Click Here

IMPORTANT NOTICE:
Your insurance plan is designed to provide maximum benefits for minimum premium. This plan of insurance is secondary to any health insurance you have. If you have other insurance, submit your claim (health and/or dental) to your other insurer. When you receive their Benefit Statement, send it to us along with your HCFA/UB04 (medical bills) and this completed form. Note: **The accident policy benefits are limited and may not provide 100% coverage.**

⮜ IF PART 1-A & PART 1-B ARE NOT COMPLETED IN FULL THIS CLAIM CANNOT BE PROCESSED AND WILL BE RETURNED ⮞

PART 1-A – TO BE COMPLETED IN FULL BY THE ORGANIZATION/SCHOOL

Organization/School District Name Alameda Unified School District Policy Number 05-1979-26

School Name _____ Phone No. ( )_____

Address _____ Email _____

_____ Type of Activity/Sport _____

If Athletics, designate ☐P.E. Class ☐Intramural ☐Interscholastic ☐Game ☐Jr. Varsity ☐Varsity ☐Youth ☐Adult ☐Practice ☐Other _____

Name of injured person/student _____

Date of Accident _____ Accident Time _____

Date of First Treatment _____ Has treatment been completed? ☐Yes ☐No

Where and how did accident occur? (Please be specific) _____

_____

_____

_____

Part of body Injured _____ ☐Right or ☐Left At the time of the accident, was the claimant involved in a sponsored and supervised activity and were they a current student/member of the Organization/School District? ☐Yes ☐No

Under whose supervision? _____ Was he/she a witness? ☐Yes ☐No

Authorized Signature _____ Title _____ Date _____

(MUST BE SIGNED BY AN ORGANIZATION/SCHOOL OFFICIAL UNLESS INJURY DID NOT OCCUR DURING AN ORGANIZATION/SCHOOL ACTIVITY. SIGNATURE IS REQUIRED)

PART 1-B – TO BE COMPLETED IN FULL BY CLAIMANT – OR BY PARENT/LEGAL GUARDIAN IF CLAIMANT IS A MINOR

Injured Party/Student Legal Name _____ Preferred/Nickname:_____

Date of Birth _____ Age _____ Grade Level _____ ☐Male ☐Female

Address of Injured Person or Parents/Guardian _____

_____

Phone No. ( )_____ Email Address _____

If Injured party is over age 18: Employer Name and Address _____

_____

Phone No. ( )_____ ☐Self Employed ☐Unemployed

Father/Guardian Name _____

Employer Name and Address _____ Phone No. ( )_____

_____ ☐Self Employed ☐Unemployed

PLEASE CONTINUE TO THE NEXT PAGE OF THE FORM WHICH MUST BE COMPLETED IN FULL

Mother/Guardian Name _____

Employer Name and Address _____ Phone No. ( )_____

_____ ☐Self Employed ☐Unemployed

If Dental Injury. Please submit verification from the dentist that the tooth/teeth are whole, sound and natural.

Is claimant covered under any other medical and or dental insurance policy? ☐Yes ☐No

Is claimant covered under a government sponsored insurance such as Medicare/Medicaid? ☐Yes ☐No

Name of all companies providing claimant insurance coverage or prepaid health plans

Name of Company	**Address**	**Policy #**

Are benefits due for this claim under these other insurance coverages? ☐Yes ☐No **(See IMPORTANT NOTICE at top of form on page 1)**

Does your son or daughter have medical insurance coverage as an eligible dependent from a previous marriage as mandated in a divorce decree? ☐Yes ☐No If yes, please give name, address and phone number of responsible party _____

_____

AFFIDAVIT: I verify that the above statement on other insurance is accurate and complete. I understand that the intentional furnishing of incorrect information via the U.S. Mail may be fraudulent and violate federal laws as well as state laws. I agree that it is determined at a later date that there are other insurance benefits collectible on this claim I will reimburse Gerber Life Insurance Company to the extent for which Gerber Life Insurance Company would not have been liable.

Signature: Injured Person, Parent or Guardian _____ Date: _____

SIGNATURE IS REQUIRED

AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize any employer, health plan, insurance company, hospital, physician, health care profession, clinic, laboratory, pharmacy, medical facility or other person that has provided treatment, payment, or services in connection with this claim to disclose, when requested to do so, all information with respect to any injury, policy coverage, medical history, consultations, prescription or treatment, and copies of all hospital or medical records and itemized bills to WebTPA, Inc. and Gerber Life Insurance Company, it's agents, employees and representatives.

I hereby authorize WebTPA, Inc. to discuss any information related to medical expenses incurred or treatments rendered in connection with this claim, with Special Markets Insurance Consultants, Inc. representatives and their assigned agents and to officials at the school or organization through which this policy is issued. A photo static copy of this authorization shall be considered as effective and valid as the original.

Signature: Injured Person, Parent or Guardian _____ Date: _____

FRAUD NOTICE STATEMENTS

NOTICE TO APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF ALABAMA: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION OF FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF."

RESIDENTS OF ALASKA APPLICANTS: "A PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE AN INSURANCE COMPANY FILES A CLAIM CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION MAY BE PROSECUTED UNDER STATE LAW."

RESIDENTS OF ARKANSAS APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF ARIZONA APPLICANTS: "FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF CALIFORNIA: "FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON."

RESIDENTS OF COLORADO APPLICANTS: "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES."

RESIDENTS OF DELAWARE: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF DISTRICT OF COLUMBIA APPLICANTS: "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

RESIDENTS OF FLORIDA APPLICANTS: "ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE."

RESIDENTS OF IDAHO: "ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD OR DECIEVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF INDIANA: "ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD AN INSURER FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION COMMITS A FELONY."

RESIDENTS OF KANSAS APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO, OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF KENTUCKY APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILED A STATEMENT OF CLAIM CONTAINING ANY "MATERIALLY" FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME."

RESIDENTS OF LOUISIANA APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF MAINE APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF MARYLAND APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF MINNESOTA APPLICANTS: "ANY PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME."

RESIDENTS OF NEW HAMPSHIRE: "ANY PERSON WHO, WITH THE PURPOSE TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS SUBJECT TO PROSECUTION AND PUNISHMENT FOR INSURANCE FRAUD, AS PROVIDED IN RSA 638.20."

RESIDENTS OF NEW JERSEY APPLICANTS: "ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF NEW MEXICO APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

RESIDENTS OF NEW YORK APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION."

RESIDENTS OF OHIO APPLICANTS: "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST ANY INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

RESIDENTS OF OKLAHOMA APPLICANTS: "WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF OREGON APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION, OR (2) BY FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT, MAY BE VIOLATING STATE LAW."

RESIDENTS OF PENNSYLVANIA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF RHODE ISLAND: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME OR MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF TENNESSEE APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF TEXAS APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON."

RESIDENTS OF VERMONT APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICTION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW."

RESIDENTS OF VIRGINIA APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WASHINGTON APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSES OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WEST VIRGINIA APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

GERBER LIFE INSURANCE COMPANY
44 S. BROADWAY, 8TH FLOOR, WHITE PLAINS, NY 10601
1 (800) 727-7642
(Herein called the Company)

Policy Number:	05-1979-26
Name and Address of Policyholder:	ALAMEDA UNIFIED SCHOOL DISTRICT 2060 Challenger Drive Alameda, CA 94501
Policy Effective Date:	July 23, 2026 / Football: July 23, 2026
Policy Termination Date:	1st day following school year / Football: last day football season

This Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

The Company and the Policyholder agree to all the terms of this Policy.

Description

Except where specifically stated otherwise, this Policy covers the Insured only for Injury sustained while:

1. Participating in or attending any Regularly Scheduled Activity of the School. The activity must be supervised by a person authorized by the School.
2. Traveling directly (uninterruptedly) to and from a Regularly Scheduled Activity with other members as a group. The travel must be supervised by a person authorized by the School.
3. Traveling directly (uninterruptedly) to and from the Insured's Residence and the meeting place for the purpose of participating in the Regularly Scheduled Activity.

BLANKET STUDENT ACCIDENT POLICY
THIS IS A LIMITED POLICY
THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY
THIS POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS
THIS POLICY IS NON-RENEWABLE

PLEASE READ YOUR POLICY CAREFULLY

SIGNED FOR GERBER LIFE INSURANCE COMPANY



President and CEO



Secretary

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ACCIDENT MEDICAL SCHEDULE OF BENEFITS

Mandatory or Voluntary High Plan BSC 210

Hospital and Professional Services Benefits

The Injury must be treated within 60 days after the Accident occurs.

Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Medical Expense for each Injury: $100,000

Maximum Medical Expense for football Injuries: $100,000

Maximum Medical Expense for Injuries involving motor vehicles: $10,000

Accidental Death, Dismemberment, or Loss of Sight Benefit: $20,000

Single Dismemberment: $10,000

Double Dismemberment: $20,000

Benefit Period: 1 Year

Deductible

The Deductible is the greater of:

1. $0 ; or
2. The amount paid or payable for the same Injury by any Other Plan.

EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply.

COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

Hospital/Facility Services

Inpatient

1. HOSPITAL ROOM AND BOARD: 80% of Reasonable Expenses up to the semi-private room rate
2. INPATIENT HOSPITAL MISCELLANEOUS: 80% of Reasonable Expenses

Outpatient

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 80% of Reasonable Expenses to a maximum of $1,500
2. HOSPITAL EMERGENCY ROOM: 80% of Reasonable Expenses to a maximum of $1,500
3. FREE-STANDING AMBULATORY SURGICAL FACILITY: 80% of Reasonable Expenses to a maximum of $1,500

Physician's Services

1. SURGICAL: 80% of Reasonable Expenses
2. ASSISTANT SURGEON: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid
3. ANESTHESIOLOGIST: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid.
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 80% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 80% of Reasonable Expenses $40 per visit to a maximum of 8 visits

Other Services

1. REGISTERED NURSES' SERVICES: 80% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 80% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 80% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 80% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 80% of Reasonable Expenses
6. GROUND AMBULANCE: 80% of Reasonable Expenses
7. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 80% of Reasonable Expenses
8. DENTAL TREATMENT: 80% of Reasonable Expenses to a maximum of $1,500 for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
9. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of $700

ACCIDENT MEDICAL SCHEDULE OF BENEFITS

Mandatory or Voluntary Mid Plan BSC 211

Hospital and Professional Services Benefits

The Injury must be treated within 60 days after the Accident occurs.

Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Medical Expense for each Injury: $50,000

Maximum Medical Expense for football Injuries: $50,000

Maximum Medical Expense for Injuries involving motor vehicles: $10,000

Accidental Death, Dismemberment, or Loss of Sight Benefit: $20,000

Single Dismemberment: $10,000

Double Dismemberment: $20,000

Benefit Period: 1 Year

Deductible

The Deductible is the greater of:

3. $0 ; or
4. The amount paid or payable for the same Injury by any Other Plan.

EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply.

COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

Hospital/Facility Services

Inpatient

1. HOSPITAL ROOM AND BOARD: 75% of Reasonable Expenses up to the semi-private room rate
2. INPATIENT HOSPITAL MISCELLANEOUS: 75% of Reasonable Expenses

Outpatient

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 75% of Reasonable Expenses to a maximum of $800
2. HOSPITAL EMERGENCY ROOM: 75% of Reasonable Expenses to a maximum of $800
3. FREE-STANDING AMBULATORY SURGICAL FACILITY: 75% of Reasonable Expenses to a maximum of $800

Physician's Services

1. SURGICAL: 75% of Reasonable Expenses
2. ASSISTANT SURGEON: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid
3. ANESTHESIOLOGIST: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid.
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 80% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 75% of Reasonable Expenses $30 per visit to a maximum of 7 visits

Other Services

1. REGISTERED NURSES' SERVICES: 75% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 75% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 75% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 75% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 75% of Reasonable Expenses
6. GROUND AMBULANCE: 75% of Reasonable Expenses
7. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 75% of Reasonable Expenses
8. DENTAL TREATMENT: 75% of Reasonable Expenses to a maximum of $800 for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
9. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of $500

ACCIDENT MEDICAL SCHEDULE OF BENEFITS

Mandatory or Voluntary Low Plan BSC 212

Hospital and Professional Services Benefits

The Injury must be treated within 60 days after the Accident occurs.

Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Medical Expense for each Injury: $25,000

Maximum Medical Expense for football Injuries: $25,000

Maximum Medical Expense for Injuries involving motor vehicles: $10,000

Accidental Death, Dismemberment, or Loss of Sight Benefit: $10,000

Single Dismemberment: $5,000

Double Dismemberment: $10,000

Benefit Period: 1 Year

Deductible

The Deductible is the greater of:

5. $0 ; or
6. The amount paid or payable for the same Injury by any Other Plan.

EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply.

COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

Hospital/Facility Services

Inpatient

1. HOSPITAL ROOM AND BOARD: 65% of Reasonable Expenses up to the semi-private room rate
2. INPATIENT HOSPITAL MISCELLANEOUS: 65% of Reasonable Expenses

Outpatient

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 65% of Reasonable Expenses to a maximum of $500
2. HOSPITAL EMERGENCY ROOM: 65% of Reasonable Expenses to a maximum of $500
3. FREE-STANDING AMBULATORY SURGICAL FACILITY: 65% of Reasonable Expenses to a maximum of $500

Physician's Services

1. SURGICAL: 65% of Reasonable Expenses
2. ASSISTANT SURGEON: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid
3. ANESTHESIOLOGIST: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid.
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 65% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 65% of Reasonable Expenses $25 per visit to a maximum of 5 visits

Other Services

1. REGISTERED NURSES' SERVICES: 65% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 65% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 65% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 65% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 65% of Reasonable Expenses
6. GROUND AMBULANCE: 65% of Reasonable Expenses
7. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 65% of Reasonable Expenses
8. DENTAL TREATMENT: 65% of Reasonable Expenses to a maximum of $500 for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
9. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of $150

OTHER COVERAGES

Religious Education Coverage - Coverage and Limitations stated for Hospital and Professional Services for High Plan (BSC 210) apply. The maximum amount payable per covered Injury is $5,000.00. All provisions in this Policy apply to this coverage. (CPC 609)

One Day Field Trip Coverage - Coverage and Limitations stated for Hospital and Professional Services for High Plan (BSC 210) apply. The maximum amount payable per covered Injury is $5,000.00. All provisions in this Policy apply to this coverage. (CPC 610)

Counseling Benefit – If as a result of an Act of Violence an Insured is killed while on School Property, the Company will pay a lump sum of $10,000.00 for Counseling Services. The lump sum benefit will be paid directly to the covered School or to the hospital or person rendering such services after the commencement of Counseling Services. The company will not pay for any expense for loss due to participation in a riot or insurrection. All provisions in this Policy apply to this coverage.

Other Benefits

Optional School-Time Accident Coverage – Coverage and Limitations stated for Hospital and Professional Services selected by the Insured apply. The School-Time Coverage excludes students participating in high school interscholastic tackle football. Additional premium payment is required for this coverage. All provisions in this Policy apply to this coverage. (CPC 201)

Optional 24-Hour Accident Coverage –Coverage and Limitations stated for Hospital and Professional Services selected by the Insured apply. The 24-Hour Coverage excludes students participating in high school interscholastic tackle football. Additional premium payment is required for this coverage. All provisions in this Policy apply to this coverage. (CPC 301)

Optional Fall Football Coverage – Coverage and Limitations stated for Hospital and Professional Services selected by the Insured apply. Ninth graders who play with 9th graders only are not charged for football coverage. Their School-Time or 24-Hour coverage will apply if purchased. Additional premium is required by the Insured for this coverage. All provisions in this Policy apply to this coverage. (CPC 401)

Optional 24-Hour Dental Coverage – Injury must be treated within 60 days after the Accident occurs. Benefits are payable within 12 months after the date of Injury. The maximum eligible expenses payable per covered Injury is $25,000.00. In addition, when the dentist certifies that treatment must be deferred until after the Benefit Period, deferred benefits will be paid to a maximum of $1,000.00. All provisions in this Policy apply to this coverage. Additional premium payment is required for this coverage. (CPC 601)

DEFINITIONS

Key terms used in this Policy are defined below. They are capitalized wherever they appear in this Policy.

Accident means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured is covered under this Policy.

Act of Violence means an Injury inflicted by a person with malicious intent to cause bodily harm.

Counseling Services means psychiatric/psychological counseling that is under the care, supervision, or direction of a professional counselor or Physician and essential to assist the Insured in coping with the Act of Violence.

Counseling Services must be:

a) Arranged by the covered School;

b) Provided to a living Insured due to an Act of Violence; and

c) Received during the Benefit Period shown on the Schedule of Benefits.

Deductible means the Reasonable Expenses that are Medically Necessary which the Insured must incur, per Injury, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

Dental Expense means the Reasonable Expense for Medically Necessary repair or replacement of sound, natural teeth.

Emergency means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
   (a) The Insured's health would be placed in serious jeopardy.
   (b) There would be serious impairment of the Insured's bodily functions.
   (c) There would be serious dysfunction of any of the Insured's bodily organs or parts.

Free - Standing Ambulatory Surgical Facility means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

Hospital means an institution that meets all of the following:

1. It is licensed as a Hospital pursuant to applicable law;
2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. It is managed under the supervision of a staff of medical doctors;
4. It provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. It charges for its services.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

Immediate Family means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, daughter –in-law, son-in-law, mother in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Injury means bodily injury caused by an Accident. The Injury must occur while this Policy is in force and while the Insured is covered under this Policy. The Injury must be sustained as stated on the face page of this Policy, except where specifically stated otherwise in this Policy.

Inpatient means a person confined in a Hospital for at least one full day and charged room and board.

Insured means any person, attending a School, for whom insurance is in force under this Policy and when due, the required premium has been paid for. A person's insurance takes effect and terminates as stated in the Policy Effective Date and Policy Termination Date provision.

Loss means Medical Expense incurred as a result of a covered Injury. With the respect to the Accidental Death, Dismemberment, or Loss of Sight provision, Loss means loss of life, loss of hand, foot or sight, as described in that provision.

Medical Expense means the Reasonable Expense charged:

1. Of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
2. Of a Physician for Medically Necessary care and treatment;
3. Of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
4. For Medically Necessary hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Plan of Insurance);
5. For Medically Necessary out-patient and emergency room care and treatment;
6. For confinement in an Extended Care Facility;
7. For Home Health Care; and
8. For medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician operating within the scope of his or her license.

Medically Necessary means medical and dental treatment which:

1. Are essential for diagnosis, treatment or care of the Injury or Accident for which it is prescribed or performed;
2. Meets generally accepted standards of medical practice; and
3. Are ordered by a Physician and performed under his or her care, supervision or order.

Other Plan means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

Outpatient means an Insured receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

Physical Therapy means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Physician means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured or his/her Immediate Family.

Reasonable Expense means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

Regularly Scheduled Activity means the following School functions which are organized and scheduled solely by the School on or off School premises:

1. An activity which is under sole direct supervision of qualified School authorities; and
2. School sponsored and supervised travel to and from such an activity.

Residence means the home or land on which the Insured's home is located.

Severance means the complete separation and dismemberment of the part from the body.

School means the Policyholder named on the face page of this Policy.

School Property means the physical location of the covered School or the location of an activity or event approved by the covered School.

Surgical Expense means expense incurred for (1) a Surgical Procedure; (2) preoperative Medically Necessary treatment in connection with such procedure; and (3) usual postoperative treatment.

Surgical Procedure means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

POLICY EFFECTIVE DATE AND POLICY TERMINATION DATE

The insurance of each School or Insured who enrolls for insurance on or before the Policy Effective Date takes effect on the Policy Effective Date, provided the required premium has been paid. Insurance of any School or Insured enrolling for insurance after the Policy Effective Date takes effect on the date of application and the Company's receipt of the required premium.

The insurance of each School or Insured shall terminate on the earliest of: (1) the end of the period for which premium has been paid unless the renewal premium has been received by the Company or its authorized agent prior to or within 30 days of the next period of coverage; (2) the Policy Termination Date.

EXCLUSIONS

No Benefits are payable for Hospital and Professional Services for the following:

1. Injuries which are not caused by an Accident.
2. Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis.
3. Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile.
4. Aggravation, during a Regularly Scheduled Activity, of an Injury the Insured suffered before participating in that Regularly Scheduled Activity, unless the Company receives a written medical release from the Insured's Physician;
5. Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid.
6. Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
7. Treatment performed by a member of the Insured's Immediate Family or by a person retained by the School.
8. Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician.
9. Medical expenses for which the Insured is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation.
10. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain.
11. Expenses incurred for experimental or investigational treatment or procedures.

EXCESS COVERAGE

The Company will pay Reasonable Expenses that are not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured is entitled, whether or not a claim is made for the benefits. This Blanket Student Accident Insurance is secondary to all other policies.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services Benefits are less than the amount stated in the Schedule of Benefits under Excess Coverage Applicability.

HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

The Company will pay Reasonable Expenses incurred for a covered Injury. The Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a Physician; (2) for Medically Necessary treatment; and (3) within the time limit stated in the Schedule of Benefits. Benefits are paid to the maximum stated in the Schedule of Benefits for any one Injury for Reasonable Expenses which are in excess of the Deductible. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFIT

When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, or Loss of Sight, then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the **Schedule of Benefits** under **Maximums and Benefit Period**:

Life

Both Hands or Both Feet or Sight of Both Eyes

Loss of One Hand and One Foot

Loss of One Hand and Entire Sight of One Eye

Loss of One Foot and Entire Sight of One Eye

Loss of One Hand or Foot

Loss of Sight in One Eye

Loss of Thumb and Index Finger of the Same Hand

Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of one eye.

Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand)

If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit.

Benefits paid under this provision will be paid in addition to any other benefits provided by this Policy.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

FIELD TRIP COVERAGE

This coverage applies to students of the School who are participating in field trips. The field trips must be sponsored and directly supervised by the School. The maximum amount payable per covered Injury is stated on page 4, **Other Coverages, Field Trip Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

However, coverage for overnight field trips of 7 or more consecutive nights requires the payment of additional premium.

FOOTBALL AND/OR SPORTS COVERAGE

Each School or Insured who pays the additional premium required for Football and/or Sports Coverage is insured for Accidents occurring while participating in interscholastic football and/or sports practice or competition. Travel is also covered when going directly and uninterruptedly to and from the practice and competition. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

RELIGIOUS EDUCATION COVERAGE

This coverage applies to students of the School while attending religious education classes on any weekday and on Sunday. It also applies while the student is traveling directly and without interruption to and from his or her Residence or School and the religious education class. It does not apply to any social or sports activities. The maximum amount payable per covered Injury is stated page 4, **Other Coverages, Religious Education Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

OPTIONAL SCHOOL-TIME ACCIDENT COVERAGE

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). The Insured's coverage will end at the close of the regular nine-month school term, except while the Insured is attending academic classroom sessions exclusively sponsored and solely supervised by the School during the summer.

A person insured under this provision is covered as stated on the face page of this Policy. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

OPTIONAL 24-HOUR ACCIDENT COVERAGE

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). It ends when School reopens for the following School year.

A person insured under this provision is covered regardless of whether or not the Injury is sustained as stated on the face page of this Policy. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

OPTIONAL FOOTBALL AND/OR SPORTS COVERAGE

Each Insured who pays the additional premium required for Football and/or Sports Coverage is insured for Accidents occurring while participating in football and/or sports practice or competition. Travel is also covered when going directly and uninterruptedly to and from the practice and competition. Coverage starts on the date of premium receipt (but not before the start of the School year). The Insured's coverage will end on the last day of practice or competition. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

OPTIONAL 24-HOUR DENTAL COVERAGE

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). It ends when School reopens for the following School year.

This provision covers Accidents occurring anytime and anywhere. The Insured must be treated by a legally qualified dentist who is not a member of the Insured's Immediate Family for Injury to teeth. The Company will then pay the Reasonable Expenses that are Medically Necessary. Coverage is limited to treatment of sound, natural teeth. The maximum benefit payable under this provision is stated on page 4, **Other Benefits, Optional 24-Hour Dental Coverage**.

Exclusions

No Benefits are payable under this provision for the following:

1. Injuries which are not caused by an Accident.
2. Re-Injury or complications of a condition which existed prior to the Accident.
3. Orthodontics and damage to or loss of dentures or bridges.

These exclusions are in addition to the General Policy Exclusions with respect to this coverage.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

GENERAL PROVISIONS

Premium Payment: The initial premium is due on the Policy Effective Date unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent. If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

Grace Period: A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder, has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

Reinstatement: This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

Cancellation: If the Company decides to cancel this Policy, written notice will be given to the Policyholder at least 60 days before the date this Policy is to be canceled. If the Company cancels, the earned premium will be computed pro rata and the unearned portion promptly returned.

If the Policyholder cancels this Policy, cancellation becomes effective on the later of the date the Company receives the written notice or the date stated on the written notice. Any unearned premium paid by the Policyholder will be returned immediately; or the Policyholder will immediately pay any earned premium that has not been paid. Earned premium will be computed pro rata.

Policy Administration: The Policyholder will furnish all information which the Company may reasonably require with regard to any matters pertaining to this Policy. All documents, books and records which may have a bearing on this Policy will be opened for inspection by the Company at all reasonable times while this Policy is in force and until the final determination of all rights and obligations under this Policy.

Clerical error (whether by the Policyholder or by the Company), in keeping any records pertaining to the insurance will not invalidate insurance otherwise validly in force, or continue insurance otherwise validly terminated. Upon discovery of such error or delay, an equitable adjustment of premiums will be made.

If any relevant facts pertaining to any Insured's insurance shall be found to have been misstated, an equitable adjustment of the premiums will be made. If such misstatement affects the existence of the amount of insurance, the facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

In connection with the administration of this Policy, the Policyholder shall act as not to discriminate unfairly between individuals in similar situations at the time of such action.

In connection with the administration of this Policy, The Company shall be entitled to rely upon any action of the Policyholder without being obliged to inquire into the circumstances.

Entire Contract: This Policy, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or, in the event of the death or incapacity of the Insured, to their beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. If an enrollment form for an Insured is required, it may also be made a part of this Policy at the Company's option.

PAYMENT OF BENEFITS

Time Limit of Certain Defenses: No misstatements, except fraudulent misstatements made by an Insured in the application, if any, shall be used to void this Policy or to deny a claim for loss incurred with respect to such Insured after the insurance has been in force for three years.

Statements by Insured: A copy of the application, if any, of each Insured shall be attached to this Policy when issued. No statement made by an Insured shall void the insurance or reduce benefits unless contained in a written instrument signed by the Insured. All such statements shall be considered representations and not warranties.

Notice of Claim: Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at 44 S. Broadway, 8th Floor, White Plains, NY 10601, or to any authorized agent of the Company, with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms: The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured name, the Policyholder's name and the Policy Number.

Proofs of Loss: Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as my reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under the Policy for any Loss, other than Loss for which the Policy provides any periodic payment, will be paid immediately upon receipt of written proof of such Loss. Subject to the Company's receipt of written proof of such Loss, all accrued benefits for Loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

Payment of Claims: All or a portion of any benefits provided by this Policy on account of hospital, nursing, surgical or other medical service may, and unless the Insured requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing Benefits (if applicable) are paid to the Insured, or if not living, to the beneficiary.

Physical Examination and Autopsy: At the Company's expense, the Company may have a claimant examined by a Physician as often as the Company deems necessary while a claim is pending. The Company also has the right to have an autopsy performed unless forbidden by law.

Legal Actions: No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

Subrogation: The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured from anyone liable for the covered Loss. If the Insured recovers from anyone liable for the covered Loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured.

Conformity with State Statutes: Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

IN WITNESS WHEREOF, GERBER LIFE INSURANCE COMPANY, INC has caused this Policy to be signed by its President at White Plains, New York**.**