

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

SPECIAL GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Wednesday, Sept. 27, 2017
5:30 PM

I. CALL TO ORDER

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Jennifer Koelemeijer
Steven Schwartz

II. PUBLIC COMMENTS

At this time the public may address the Board on any item not listed on the agenda. Presentations are limited to three minutes per person per topic. The Board may not respond to presentations. The public may address the Board on any item listed on the agenda at the time the matter is taken up by the Board.

III. REPORTS, AND ORAL COMMUNICATIONS

A. Superintendent Report

1. 2017-18 Updated enrollment report (as of 9-22-17)
2. Hiring update:
 1. Positions in process of hiring include the following:
 1. School Counselor
 2. School Secretary

IV. BUSINESS

A. Approve Contract w/ SRCS for Food services

The Board will be asked to approve the annual contract with Santa Rosa City Schools to provide hot lunches for the GUSD campuses.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Consider MOU w/ CPI for Temporary Counseling Services

The District is continuing to search for a full-time School Counselor with a PPS license. In the meantime, the Board is asked to consider entering into an MOU

GRAVENSTEIN UNION SCHOOL DISTRICT

3840 TWIG AVENUE

SEBASTOPOL, CA 95472

with CPI to provide temporary school counseling services, at a cost not to exceed \$9,900 for two months (Oct-Nov, 2017).

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Discussion and Possible Action on the Community Use of District Facilities

The Board will review use of District facilities pursuant to District policies BP/AR 1330 and consider a possible revision to the policies.

Action taken/comments:

Motion _____ Second _____ Vote _____

V. GENERAL

A. Review Performance on 2016-17 Goals & Establish 2017-18 Goals

The Board will be presented with a review of performance on the 2016-17 District goals by Supt. Schwinn. The Board will use information from the review to establish the 2017-18 District goals.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Review the District's Dual Program System

The Board took action to establish an expanded leadership committee (e.g. 2 trustees, 2 MPF parent/members, 2 GSF parent/members, 2 Enrich! teachers (1Grav/1HMS), 2 Traditional teachers (1Grav/1HMS), 2 Principals, and the Superintendent). The stakeholder groups were asked to submit their representatives' names to the Board by Sept 27. The committee meetings were established for every Tuesday afternoon when school is in session from Oct 2017-Jan 2018, 3:45PM-5:00PM.

Action taken/comments:

Motion _____ Second _____ Vote _____

C. Approve AR 5111.1—District Residency

The Board approved BP 5111.1 regarding District Residency on Sept 13, but needed time to review AR 5111.1. So approval of AR5111.1 was tabled to Sept 27. Although we are a primarily a charter school District, we still need parents to

GRAVENSTEIN UNION SCHOOL DISTRICT
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SEBASTOPOL, CA 95472

provide proof of residency at the time of enrollment. This Board Policy gives guidance on the types of proof accepted per Ed Code.

Action taken/comments:

Motion _____ Second _____ Vote _____

D. Review 2017 CAASPP Results

The Board will receive grade level summaries of 2017 CAASPP results from 3-8th grade students who tested in 2016-17.

Action taken/comments:

Motion _____ Second _____ Vote _____

VI. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

VII. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

- 1) Public Employee –Hiring:
 - a. School Counselor
- 2) Conference with Labor Negotiator
District Negotiator: Jennifer Schwinn, Superintendent
Represented Employees: Gravenstein Union Teachers Assoc.
- 3) Potential litigation
- 4) Superintendent Evaluation

VIII. OPEN SESSION

Any reportable action taken during closed session shall be reported when the Board comes back into open session.

IX. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: Oct. 12, 2017— 5:00 PM

X. ADJOURNMENT

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Jennifer Schwinn, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

9/22/2017 Class Enrollment 2017-18

III A1

September 2017	TK	K	1	2	3	4	5	6	7	8	Totals
Teachers	TK	K	1	2	3	4	5	6	7	8	
Tomsky	16										16
Redfern	5										5
Trivunovic		14									14
Redfern		14									14
Crandall ENRICH!		15									15
Briggs ENRICH!		16									16
Dellosa			19								19
Clement			19								19
Candau ENRICH!			21								21
Lannon ENRICH!			19								19
Otterson				20							20
Sprinkle				19							19
DeBolt ENRICH!				20							20
Basque ENRICH!				20							20
Barrera					20						20
Haas					22						22
Mattish ENRICH!					20						20
Nordstrom ENRICH!					21						21
Brown ENRICH!						26					26
Sully ENRICH!						23					23
Martinez						19					19
Davis						20					20
Urmini ENRICH!							25				25
Hansen ENRICH!							26				26
Grimm							25				25
Helton								18			18
Kinman								17			17
Dexter ENRICH!								26			26
Rich ENRICH!								25			25
McDowell									20		20
Sotiras									20		20
Collins ENRICH!									24		24
Clements ENRICH!									23		23
Cole										17	17
Jex-Lewis										10	10
McDonald										12	12
Johnson ENRICH!										17	17
Sporrer ENRICH!										22	22
Gravenstein Campus	21	59	78	79	83	88	76				484
Hillcrest Campus								86	87	78	251
September 2017	21	59	78	79	83	88	76	86	87	78	735
September 2016	0	92	79	78	82	79	74	77	86	81	728
September 2015	6	92	79	82	68	76	74	89	84	85	735
September 2014	0	88	77	65	68	67	74	69	82	110	700
September 2013	0	98	64	70	67	71	63	72	102	107	714
September 2012	0	71	69	69	60	67	69	88	110	101	704
September 2011	0	76	69	60	65	59	84	88	91	81	673

2016
484
244
728



9/22/2017

Student Count Comparison September 2016 to September 2017

Gravenstein

ENRICH!		ENRICH!	
September 16/17		September 17/18	
K	39	K	31
1	42	1	40
2	40	2	40
3	41	3	41
4	48	4	49
5	49	5	51
	259		252
6	48	6	51
7	51	7	47
8	52	8	39
	151		137
District Total	410		389

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Hillcrest

Traditional		Traditional	
September 16/17		September 17/18	
TK	17	TK	21
K	36	K	28
1	37	1	38
2	38	2	39
3	41	3	42
4	31	4	39
5	25	5	25
	225		232
6	29	6	35
7	35	7	40
8	29	8	39
	93		114
District Total	318		346

Program Participation 16/17	Program Participation 17/18	Summary
EI 56.3%	EI 52.9%	ENRICH! Down 3.4% 21 Students Less
T 43.7%	T 46.9%	Traditional Up 3.2% 28 Students More

Gravenstein Elementary

3840 Twig Ave.
 Sebastopol, CA 95472-575
 (707) 823-7008

9/22/17

Clement 10 9 = 19
 Dellosa 8 11 = 19

Class Counts Form On a Given Date - 09/22/17

Grade	Teacher	Secid	Period	Course Name	Coold	Room	Girls	Boys	Total
01	Lannon	3527	0H	Grade 1 - 1B	6	4	11	8	19
01	Candau	3546	0H	Grade 1 - Grade1-B	6	3	10	11	21
							Grade: 01 Subtotal		40
02	Otterson	3537	0H	Grade 2 - 2D	7	22	11	9	20
02	DeBolt	3540	0H	Grade 2 - 2E	7	6	9	11	20
02	Basque	3544	0H	Grade 2 - Grade2-A	7	9	8	12	20
02	Sprinkle	3556	0H	Grade 2 - Grade2-B	7	7	10	9	19
							Grade: 02 Subtotal		79
03	Haas	3529	0H	Grade 3 - 3B	8	8	9	13	22
03	Nordstrom	3528	0H	Grade 3 - 3C	8	5	11	10	21
03	Mattish	3538	0H	Grade 3 - 3D	8	13	9	11	20
03	Barrera	3543	0H	Grade 3 - 3E	8	5	9	11	20
							Grade: 03 Subtotal		83
04	Brown	3530	0H	Grade 4 - 4A	9	17	13	13	26
04	Martinez	3560	0H	Grade 4 - Grade4-A	9	11	8	11	19
04	Sully	3545	0H	Grade 4 - Grade4-B	9	18	13	10	23
04	Davis	3617	0H	Grade 4 - Grade4-C	9	11	7	13	20
							Grade: 04 Subtotal		88
05	Hansen	3531	0H	Grade 5 - 5B	10	16	14	12	26
05	Urmini	3532	0H	Grade 5 - 5C	10	15	14	11	25
05	Grimm	3618	0H	Grade 5 - Grade5-A	10	14	15	10	25
							Grade: 05 Subtotal		76
KN	Trivunovic	3542	0H	Kindergarten - 0K1	5		9	5	14
KN	Crandall	3526	0H	Kindergarten - 0K2	5	K	8	7	15
KN	Redfern	3548	0H	Kindergarten - 0K4	5	1	8	6	14
KN	Briggs	3539	0H	Kindergarten - 0K3	5	2	8	8	16
							Grade: KN Subtotal		59
PS	Redfern	3908	0H	PreSchool - PreK-A	532	1	2	3	5
PS	Tomsky	3616	0H	PreSchool - PreK-B	532	23	7	9	16
							Grade: PS Subtotal		21

Total For School: 446 Grav. Elem.
38 Grav. First

484 total

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CHILD NUTRITION SERVICES
211 RIDGWAY AVENUE
SANTA ROSA, CA 95401

July 27, 2017

Gravenstein Union School District
Attn: Jennifer Schwinn, Superintendent
3840 Twig Avenue
Sebastopol, CA 95472-5750

Dear Ms. Schwinn:

Thank you for choosing Santa Rosa City Schools Child Nutrition Services as your meal provider and being a valued customer. SRCS Child Nutrition is committed to providing nutritious meals designed to be both healthy and well-received by students. Our meals meet all state and federal requirements, such as less than 30% of calories from fat, less than 10% from saturated fat and within sodium and calorie guidelines.

Our school meals have gone through many changes over the years to increase their nutritional value. We use many local produce growers such as Gabriel Farms and Walker Ranch. Coastline Produce Company, Tofu Yu from Berkeley and Clover Stornetta are some of the local premium food products used in our kitchen.

There is no Trans-fat in any of our food. On request we offer sack lunches and a nutrient analysis of our menus. There are several entrée choices including a vegetarian choice every day. No peanuts are offered in any of our meals.

Enclosed you will find the 2017-2018 Contract for Vended Meal Services from Santa Rosa City Schools, Child Nutrition Services. Please complete the following and **return as soon as possible**.

1. Sign and return original to us, along with a copy of your 2017-2018 calendar.
2. Make a copy for yourself.

The contract is not valid until these items are received.

May I take this opportunity to thank you for your business, and we look forward to serving you this upcoming school year.

Sincerely,

Kenneth Bunns

Kenneth Bunns
Director
Child Nutrition Services

CONTRACT

AGREEMENT FOR VENDED MEAL SERVICES

This AGREEMENT, for the period July 1, 2017 through June 30, 2018, is hereby entered into between City of Santa Rosa High School District of the State of California, hereinafter referred to as "CITY SCHOOLS" and: Gravenstein Union School District, hereinafter referred to as: District.

WHEREAS, CITY SCHOOLS has the capability for providing vended meal services and Reimbursable Lunches to various sites and programs on a cost-reimbursement basis:

NOW THEREFORE: the parties hereto agree as follows:

CITY SCHOOLS SHALL:

(1) Prepare and deliver Reimbursable Lunches, excluding milk, using the Santa Rosa City Schools Choice Menu to:

See Attachment A

By 11:00 a.m.

EACH SCHOOL DAY, including minimum days, in accordance with the number of meals requested for that day. Eating utensils, straws, and napkins will also be provided.

(2) Be responsible for meeting the nutritional standards for Reimbursable Lunches as set forth by the United States Department of Agriculture for the National School Lunch Program, and also for the quality of the lunches at the time of delivery.

(3) Pick up transport baskets from the previous day's delivery at the time of the current day's delivery.

(4) Present itemized invoice the tenth working day of each month for the previous month's deliveries.

Reimbursable breakfasts for elementary and secondary schools will be billed at one dollar and fifty cents (\$1.50) each, NOT including milk.

Reimbursable lunches will be billed at the rate of three dollars (\$3.00) each for elementary, NOT including milk, and three dollars and twenty five cents (\$3.25) each for secondary, NOT including milk.

(5) Assume all liability for proper use and protection of surplus commodities assigned to District. Commodities will only be used for the preparation of lunch meals and may not be sent to sites for snacks.

(6) Provide District with a monthly menu one week prior to the beginning of the month covered by said menu.

(7) Maintain all necessary records on the nutritional components of the lunches and the number of lunches delivered to and make said records available for inspection by the State and Federal authorities upon request.

(8) Shelf stable meals will be provided in the event your District is open on a scheduled CITY SCHOOLS holiday.

(9) CITY SCHOOLS shall charge for a minimum of fifteen (15) lunches at any given site. Fewer lunches may be received, but CITY SCHOOLS will not charge less for a regularly scheduled stop.

(10) Sack lunches can be provided for field trips with ten (10) working days' notice to the site providing lunches.

District SHALL:

(1) A. **Orders must be placed by 9:30 AM two days in advance** to ensure we will have the number of lunch choices available and for the efficient operation of our services. Shelf stable meals are available to purchase as a back-up supply, should you ever need additional meals.

B. Ensure that adequate storage shall be provided for the lunches from time of delivery until served to the student in accordance with Health and Safety Codes.

C. Ensure that lunches are heated to 165 degrees in accordance with Health and Safety Code #27601.

D. Ensure that an employee is available at sites each school day to verify quality and quantity of said lunches. Errors in count called in shall be the responsibility of District.

E. Ensure that lunches are delivered and served at sites approved on the District National School Lunch Agreement.

Failure to comply shall constitute sufficient reason for CITY SCHOOLS to immediately cease providing lunches under this AGREEMENT.

(2) Provide CITY SCHOOLS with school calendars. Each site shall give notice to CITY SCHOOLS Central Kitchen Manager of calendar changes. Also, notice must be given for minimum day meal requirements and any holidays not clearly indicated on the calendar. **THIS NOTICE MUST BE GIVEN TWO (2) WORKING DAYS PRIOR TO SAID SCHEDULE CHANGE.**

(3) Provide personnel to serve lunches, clean the serving and eating areas, assemble and deliver transport baskets by Santa Rosa City Schools delivery the next day.

(4) Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy students, and keep accurate records of the number of free, reduced price, paid, and adult lunches served daily.

(5) Prepare all claims for reimbursement under its own agreement number, receive and approve all free and reduced price meal applications, and maintain all necessary records to substantiate the above items.

(6) Assign to CITY SCHOOLS one hundred percent (100%) of the commodities to which District is entitled and the responsibility for proper use of such commodities. If there is a short-fall of commodities, cash-in-lieu of commodities shall be given to CITY SCHOOLS. Commodities may not be sent to school sites except as they appear on the listed menu.

(7) Pay CITY SCHOOLS within 60 days of invoice or a fee of 1% will be charged on the balance due.

(8) Order, provide, and pay for all milk served with the reimbursable lunches.

TERM

This AGREEMENT becomes effective this day July 1, 2017, and will continue until June 30, 2018. This AGREEMENT may be renegotiated and renewed as revised and agreed upon by both parties. This AGREEMENT is valid through June 30, 2018.

TERMINATION/INDEMNIFICATION

Termination

CITY SCHOOLS may terminate this AGREEMENT, with or without cause, upon 30 days' written notice to DISTRICT.

Indemnification

To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

Each party to this agreement understands and is aware that the School and College Legal Services, Sonoma County Office of Education, provides legal advice and services to each of the parties on this and other matters. Each party has no objections to the representation of the other parties by the same legal counsel.

APPROVED BY

By _____	_____
Signature	Title
_____	_____
School District/Agency	Date

APPROVED BY

CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

By _____	_____
Assistant Superintendent-Business Services	Date

Board Approved:

_____	_____
Legal Counsel	Date

ATTACHMENT A

GRAVENSTEIN UNION SCHOOL DISTRICT

Gravenstein Elementary School
3840 Twieg Avenue
Sebastopol, CA 95472

Hillcrest Middle School
725 Bloomfield Road
Sebastopol, CA 95472



GRAVENSTEIN UNION SCHOOL DISTRICT

Jennifer Schwinn, Superintendent
3840 Twig Avenue
Sebastopol, CA 95472
707-823-7008 (v)
707-823-2108 (f)
Email: jschwinn@grav.k12.ca.us

Board of Trustees
Jim Horn, Board President
Desiree Beck, Board Clerk
Gregory Appling, Member
Jennifer Koelemeijer, Member
Steve Schwartz, Member

MOU between Child Parent Institute and Gravenstein Union School District For Short-term Counseling Services

Services provided by this agreement:

- CPI agrees to provide a MFT candidate who would be supervised by a licensed Marriage and Family Therapist on the CPI staff.
- CPI will provide suicide prevention instruction to all 7th and 8th grade students required by adopted BP/AR 5141.52.
- The Counseling Intern would provide student support groups on the topics of anger management and social skills, as needed.
- The Counseling Intern will be available to help with classroom behavioral concerns by meeting with students who are presenting with behavioral problems to identify possible emotional and home based issues and to work towards improving behavior.
- The Counseling Intern would meet one on one with students referred to the Counselor (by either parents or staff) for emotional and social counseling in order to better access curriculum and perform optimally as students.
- The Counseling Intern would identify and refer students and parents to local resources for more in-depth therapy, as needed.

Terms of the agreement:

- GUSD agrees to contract for 20 hours/week at a cost of \$55/hour.
- The term of the agreement is Monday, October 2, 2017 – Thursday, November 30, 2017.
- The schedule for the Counselor will be created by mutual agreement of all parties.
- The cost of the entire agreement is not to exceed \$9,900.
(9 weeks X 20 hours per week = 180 hours @ \$55/hr = \$9,900)
- GUSD will pay CPI on a monthly basis for services provided.
- The MOU may be cancelled at any time by either party, with compensation commensurate with services provided due within two weeks of the date of termination.

Jennifer Schwinn, Superintendent, GUSD

Date

Robin Bowen, Executive Director CPI

Date

Gravenstein Union School District

Board Policy

Use Of School Facilities

BP 1330

Community Relations

***Note: Education Code 38133 mandates that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings. ***

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

***Note: Pursuant to Education Code 38133, the Board is mandated to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities. ***

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

***Note: The following paragraph is optional and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

***Note: The following optional paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. Any district interested in entering into any such agreement is also encouraged to review CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities and CSBA's publication Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources. ***

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

***Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. Pursuant to 5 CCR 14041, as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of

school facilities and grounds. ***

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

***Note: In addition, Education Code 38134 mandates each district to adopt a policy specifying the activities and organizations that shall be charged an amount not to exceed direct costs. 5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. ***

***Note: The options below provide suggestions on how districts that choose to charge up to direct costs may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only. ***

***Note: However, regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below. ***

OPTION 1: (Amount not exceeding direct costs to all community groups)

The Board believes that the use of school facilities or grounds should not result in costs to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134) The Gravenstein Magnet Program Foundation and Gravenstein Schools Foundation shall be exempt from fees.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, the Superintendent or designee shall calculate, in accordance with 5 CCR 14038, the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

***Note: The following optional paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041, added by Register 2014, No. 19. ***

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

***Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity. ***

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Expending Funds Collected as Capital Direct Costs

***Note: Pursuant to 5 CCR 14042, added by Register 2014, No. 19, funds collected as capital direct costs must be expended as specified in the following optional paragraph. ***

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Legal Reference:
EDUCATION CODE
10900-10914.5 Community recreation programs
32282 School safety plan

37220 School holidays
38130-38138 Civic Center Act, use of school property for public purposes
BUSINESS AND PROFESSIONS CODE
25608 Alcoholic beverage on school premises
GOVERNMENT CODE
54950-54963 The Ralph M. Brown Act
MILITARY AND VETERANS CODE
1800 Definitions
CODE OF REGULATIONS, TITLE 5
14037-14042 Proportionate direct costs for use of school facilities and grounds
UNITED STATES CODE, TITLE 20
7905 Equal access to public school facilities
COURT DECISIONS
Good News Club v. Milford Central School, (2001) 533 U.S. 98
Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384
Cole v. Richardson, (1972) 405 U.S. 676
Connell v. Higgenbotham, (1971) 403 U.S. 207
ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167
Ellis v. Board of Education, (1945) 27 Cal.2d 322
ATTORNEY GENERAL OPINIONS
82 Ops.Cal.Atty.Gen. 90 (1999)
79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief,
February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community
Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

(11/06 4/13) 8/14

ADOPTED: November 9, 2005
September 10, 2008
February 12, 2014
January 14, 2015

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California

Gravenstein Union School District

Administrative Regulation

Use Of School Facilities

AR 1330

Community Relations

Note: The following administrative regulation is mandated for the management, direction, and control of school facilities, pursuant to Education Code 38133.

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Note: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Note: Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The accompanying Exhibit provides a sample "Facilities Use Statement." The following paragraph is optional.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

***Note: An Attorney General Opinion (79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional the section of Education Code 38131 which provides that a board may grant the use of school facilities to a

religious group to conduct services only when the religious group has no other suitable meeting place. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.***

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

Note: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the

Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

Note: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board.

10. Other purposes deemed appropriate by the Governing Board

Restrictions

Note: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In *Good News Club v. Milford Central School*, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Note: Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with legal counsel before doing so.

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. If desired, those restrictions should be included here. The following paragraph is optional.

The district may exclude certain school facilities from non-school use for safety or security reasons.

Damage and Liability

Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following optional paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Note: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

Note: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require "non-youth-related groups" to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult legal counsel.

Note: Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(3/04 11/06) 4/13

Adopted: November 9, 2005
September 10, 2008
February 12, 2014

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, CA

GRAVENSTEIN UNION SCHOOL DISTRICT
Use of School Facilities
 Gravenstein Elementary School and Hillcrest Middle School

No alcohol, tobacco products, drugs or drug paraphernalia are allowed on campus at any time. Use of any room, field, etc. by any of Gravenstein Union School District groups per-empts use. A \$200.00 cleaning deposit is required upon acceptance of facility use Application. The District Facility Coordinator will refund this fee upon satisfactory inspection of facility after the last scheduled use. Multiple dates – check with Facility Coordinator for possible conflicts.

Type of Event _____ Date(s) of Event _____
 Hours of Facility Use: _____ Facility Requested _____
 Total Hours: _____ User Group Name _____
 Authorized Contact Name _____ Address _____
 Telephone _____ City _____ Zip _____
 Primary purpose of the organization _____ Non-Profit _____ For Profit _____
 Do you plan to charge admission or collect contributions or fees? Yes No
 What are the proceeds to be used for? _____ Do you plan to serve food? Yes No

The applicant agrees that, to the best of his/her knowledge, the organization on whose behalf she/he is making application for use of school facilities, upholds the state and federal constitutions and does not intend to use the school premises to commit unlawful acts.

The undersigned party fully understands that the Gravenstein Union School District does not provide, nor does it have available, any health or accident insurance for users of the school district's facilities and that events such as sports/athletics, performances, assemblies, etc. must produce a certificate of insurance with the district named as additionally insured, and be attached to the Facility Use Application, in the following amounts: Provide a copy of co-insured, One-half million dollars for a single event and 1 to 2 million dollars for a sequence of events.

Include **Your Insurance Agent's Name and Telephone #** at time of application: _____

The applicant agrees that at all times the school facilities remain under the control of the agents of the Governing Board of the Gravenstein Union School District.

The undersigned states that, to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime.

If application is for a group using district facilities without charge, your signature below verifies that no alternative non-district facilities are available.

I accept responsibility for meeting the requirements stated herein:

Signature of Applicant _____

Date _____

References, Names and Numbers

Please list the name and number of the facilities used in the past (use a separate sheet of paper if needed)

Name: _____ Phone #: _____ Dates of previous event: _____ Name: _____
 Phone #: _____ Dates of previous event: _____ Have you
 requested the use of other facilities for this event? Yes No If yes, where _____

Other pertinent information: _____

Note: The need to use any room, field, etc. by any Gravenstein Union School District group may pre-empt outside users.

The District has the right to alter or waive fees based on the nature of the organization or event.

Hillcrest Middle School and Gravenstein Elementary School

Cost

of hrs.

	Cost	# of hrs.
Gymnasium/Multi-Purpose Room	\$60.00 per hour	
with kitchen	\$100.00 per hour	
Performing Arts Theater in Hillcrest Hall	\$800.00 flat rate plus \$500.00 refundable deposit (includes microphone, sound system, spotlight/theater light, Computer Lab use)	
Classroom	\$25.00 per hour	
Field/Baseball Diamond	\$35.00 per hour	
*Custodian (2 hr. minimum)	\$60.00 per hour	
Use of Parking Lot	\$300.00 minimum – up to 3 hours (AN ADDITIONAL \$100.00 per hour will be charged after 3 hours or after 8:00 p.m.)	

Subtotal \$ _____ Fees are for use only.

*Custodial time for set-up, open and close, overtime hourly wages and benefits will be additionally charged (see below).

Fees charged for use of facilities are payable 15 days in advance, unless other arrangements are made with the District Superintendent.

These agreements are subject to change or cancellation when buildings/facilities are needed for school functions.

FOR OFFICE USE ONLY: Cleaning deposit collected No fee charged Proof of Insurance on file
 No services required Total Rental Fee for Facility \$ _____ Date billed: _____
 Application received by: _____ Date _____ Approved _____ Denied _____

DRAFT Updated 8/7/17

Proposed Amendment to Board Policy

Amend the Board Policy by deleting the first line of page 3 under "Option 1" (delete "The Board believes that the use of school facilities or grounds should not result in costs to the district.") and replace it by adding the following language.

The Board authorizes the use of school facilities or grounds ~~without charge~~, for a flat-fee by nonprofit organizations, clubs, or associations organized to promote youth and school activities. In accordance with the Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school-community advisory councils. *This will specifically include non-profit organizations, clubs or associations organized to promote youth sports and athletics. Flat-fee will be for a season of up to 12 weeks of consecutive use with no more than 20 hours of use in any week, or no more than 6 hours a week for groups using the facility throughout the year.*

Change the current second sentence of that paragraph to read

"The Superintendent or designee shall charge all other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for-profit groups, ~~shall be charged~~ an amount not to exceed direct costs.

5. Clean-up in event of unreasonable trash etc.

If there is an issue with a specific league or other organization misusing the rented facilities by leaving excess trash etc. within the previous 2 years District can require a deposit of up to (4 hours of custodial time e.g. \$250) for clean-up, maintenance etc.

6. Calendar: All groups using District facilities should be provided a copy of the District Calendar before or at the time of approval of their Use Agreement. District Staff will identify any and all days and times that the group will not be able to use the District facilities within the agreed upon timeframe. This would typically be due to either the facility is being used for a District activity, or a District activity scheduled at the same time will require all parking spaces and additional traffic from the Community group would be problematic. For example, "Back to School Night" schedule will be provided in advance. The community group will be responsible to inform all of its representatives or affiliates about these scheduling issues to ensure there is no issue with excess parking or traffic pressure. Furthermore, if after the agreement is made the District determines one or more additional dates District staff can notify the community group with advance notice of at least 3 business days.

7. Future Monitoring of Fee Schedule

For the May, 2019 Board Meeting the Superintendent shall provide a report comparing fees charged by GUSD to non-profit community groups including sports leagues to Districts of similar size serving communities of West Sonoma County including communities of Sebastopol, Forrestville, Guerneville, Occidental, Graton. Subsequently, the District staff will do a survey of community groups or other Districts every 2 years to determine if the District fee schedule should be revised.

Note: The fee schedule including a category of "Non-profit organizations promoting youth activities (as defined above) \$500 flat fee will be effective upon approval by Board.

Other related matters:

~~Direct staff to put up a barrier between parking lot and lower field before school starts. Put up signage directing which way to access the field and direct Principal to enforce. Amend use agreements and Handbook to say walk around to the right (west) to find safe access to the field.~~

**GRAVENSTEIN UNION SCHOOL DISTRICT
School Board/Superintendent Goals
2016-17**

General Goal: Budget

1. Maintain fiscal solvency of the district and an effective budgetary system.

Specific Goals:

- A. Adopt a budget that reflects the district’s mission statement and goals with no deficit spending and appropriate reserves.
- B. Maintain consistent accountability procedures.
- C. Closely monitor costs and continue to strive for no encroachment on the General Fund for Special Education, Cafeteria, Before/After School Daycare/Homework Club, and Home-to-School Transportation.
- D. Continue to strive for fair and competitive staff compensation.
- E. Continue to align staffing needs with enrollment.
- F. Explore other avenues for funding - such as the use of Prop 39 dollars.
- G. Continue to provide accurate financial documents to the Board in a timely manner.
- H. Fulfill requirements for GASB 45 (post-employment retirement benefits calculation).
- I. Maintain practices to retain and increase district enrollment.

General Goal: Policies

2. Develop and update district policies and school procedures.

Specific Goals:

- A. Continue to maintain and update mandatory and new District policies and post them on the district website.
- B. Ensure that all policies and procedures are communicated and followed.

General Goal: Curriculum and Instruction

3. Promote curriculum development and higher levels of student achievement within the District consistent with the state standards and frameworks.

Specific Goals:

- A. Every first through eighth grade student shall reach and maintain grade level achievement in reading and math.
- B. Monitor and review district conformance with state standards K-8.
- C. Continue piloting and adopting materials aligned to Common Core standards.
- D. Continue to build familiarity with computerized testing and administration.
- E. Monitor the use of assessments to guide teacher directed instruction.
- F. Monitor the pacing of teacher directed lessons and use of district adopted textbooks.
- G. Continue to provide staff development in all core subject areas.
- H. Provide direction to Site Council for drafting the School Plan and LCAP.
- I. Provide a suitable learning environment in the classrooms--with appropriate discipline, structure and setting.
- J. Continue Science, Math and Language Arts articulation with the High School and maintain GUSD focus of meeting student needs --including our highest achievers.
- K. Continue to monitor and improve enrichment/elective classes at all grade levels.
- L. Promote appropriate field trips linked to curriculum.

- M. Review health and safety education materials, outside speakers, curriculum and teaching practices for students.
- N. Continue the GATE Program support with grade level enrichment and GATE Coordinator positions.
- O. Develop methods to evaluate the effectiveness and equity of the Enrich and Traditional programs.
- P. Continue training and materials based on the adopted Safety Plan.
- Q. Continue any needed materials or training for our Social-Emotional Learning program - Second Step.

General Goals: Public Relations/Student Relations

4. Encourage participation and a sense of pride in Gravenstein Union School District among all community members.

Specific Goals:

- A. Continue to invite and inform the community about our school district to include the Measure M projects.
- B. Actively promote Gravenstein School District in a positive, proactive manner to include the district website and press releases.
- C. Continue to encourage appropriate volunteerism and community involvement.
- D. Provide direction and work collaboratively with parent foundations.
- E. Continue to increase the welcoming environment of the school offices.
- F. Review and update specific student programs within the district's four schools.
- G. Continually update staff, students, and parents on new laws, policies or rules and mandate consistent enforcement of the rules by school administration.
- H. Continue to promote proactive, positive activities such as intramurals at lunchtime.
- I. Review appropriate student reward/recognition activities. Include staff, parents and student input.
- J. Continue to work with community partners to enhance traffic flow and safety around the schools.
- K. Training additional personnel to be able to administer the District website.

General Goals: Management/Organization

5. Specific Goals:

- A. Complete 2016-17 Board/Superintendent Goal setting by September 2016.
- B. Evaluate management compliance with Board/Superintendent Goals.
- C. Evaluate employee compliance with legal, district/business office, and auditor instructions and regulations within the schools and school offices.
- D. The principals of the schools must be responsible for ensuring compliance with all district and legal regulations by all employees and volunteers of the school.
- E. Continue to discuss/monitor long-term enrollment goals.
- F. Renew the District charters
- G. Hire a new CBO.

General Goals: Facilities

6. Upgrade and maintain campus and facilities.

Specific Goals:

- A. Continue to maintain and improve the appearance of school buildings and grounds.
- B. Continue to work on items listed on the 5 year deferred maintenance plan - to include investigation of ways to use Prop 39 dollars for energy efficiency.
- C. Plan for continued upgrading of playground equipment considering new ADA regulations.

- D. Continue to review the custodial schedules and budget.
- E. Continue to review the removal and/or replacement of sub-standard buildings.
- F. Continue to review the use and contents of storage facilities.
- G. Continue the projects of the Measure M Bond with the completion of the modernization project at Gravenstein.
- H. Upgrade infrastructure to keep current with the increased technology use and demand.
- I. Continue to maintain and improve school building and grounds in compliance with State and Federal laws.

GRAVENSTEIN UNION SCHOOL DISTRICT
Accomplishments/Actions of the 2016-2017 School Year

Budget:

1. 2016-17 adopted budget was completed with no deficit spending and appropriate reserves.
2. Consistent budgetary and accountability procedures were accomplished as per our last audit (2015-16). We do not have the 2016-17 audit as of this date. Timely and accurate budgetary reports were supplied to the school board.
3. Special Education encroachment on the General Fund was approximately \$186,500 for students in non-public schools, SCOE, or other special education consortium placements. Our own school-based special education program encroachment was \$0.
4. Home-to-School-Transportation encroachment was \$19,794 for 2016-17.
5. Before/After School Daycare/Homework Club made a profit. This profit is returned to the General Fund towards repayment of the cost of the new daycare building. Addition of staff and ProCare software
6. Enrollment was projected to increase from 2015-16 to the 2016-17 school year. The elementary school increased enrollment but the middle school decreased in enrollment and so the District decreased by 3 students. For budgetary purposes, enrollment is projected to remain stable for 2017-18, but so far numbers appear to be increasing.
7. Staff compensation increased 3.25% on the salary schedule for 2016-17.
8. A variety of open houses and monthly school tours with the Principal took place throughout the school year to continue to maintain and increase enrollment—our main source of revenue. A new kindergarten advertising flyer was created and additional advertising was posted via Sonoma Family Life Magazine and a sign advertising the January kindergarten open house was posted on Hwy 116.
9. The Gravenstein Modernization Phase 2 began June 6, 2016. Phase 2 is nearly complete and plans for Phase 3 are underway.

Policies:

1. Review/adoption of policies is on-going. The following Board policies were originated or updated in 16-17: BP/AR 6164.6 504 Plan Board Policy & Administration; BP/AR 3311.3 Bids; BP/AR 3311 Uniform Public Construction Cost Accounting Procedures; BP/AR 4030 Non-Discrimination in Employment; BP/AR 6154 Homework/Make up Work; BP/AR Conflict of Interest; BP/AR 5145.3 Nondiscrimination/Harassment; BP/AR 6170.1 Transitional Kindergarten; BP/AR 5141.21 Epi Pens;
2. Staff handbooks include many of the new or mandated BP/ARs and were reviewed at the August 23, 2016, district staff meeting.
3. New or updated policies continue to be placed on the district website.

4. Enrollment paperwork, district policies, SARCs, Comprehensive School Site Plan, Single Plan for Student Achievement, Collective Bargaining Agreement 1 yr extension for 2016-17, Grade Level Curriculum Brochures, kindergarten enrollment & advertising, student handbook, daycare registration, and more publications were updated on the district website.
5. The 2017-18 LCAP documents were reviewed and updated.

Curriculum and Instruction:

1. In general, the 2017 assessment results maintained or exceeded our 2016 scores.
2. English/Language Arts Assessments continued to be utilized at the Gravenstein campus to guide teacher direct instruction and proper pacing.
3. Worked with SCOE ELA Teacher on Loan to select ELA pilots for Hillcrest beginning in 16-17, and Gravenstein selected Wonders, to begin 17-18.
4. *Study Sync* (McGraw-Hill) ELA curriculum was piloted at Hillcrest.
5. Common core aligned supplementary curriculum resources were purchased for K-8th grade teachers, including the following: web-based curriculum *IXL* Math and ELA, Flocabulary, and Pear Deck.
6. Two Professional Development sessions for Common Core aligned *Study Sync* took place in 2016-17.
7. Maintained full Class Size Reduction in grades K-3.
8. Maintained full 180- calendar day school year for students. However, GUSD was one of many Sonoma County school Districts that closed one school day due to extreme weather. So students received 179 days in 16-17.
9. An outside presenter (Forestville Teen Clinic) was utilized for HIV/AIDS education for grades 7-8.
10. An outside presenter (Forestville Teen Clinic) was utilized for puberty, anatomy, and sexual harassment education at the 4th and 5th grade level.
11. GATE activities were supported with GATE Coordinators in a lunchtime program at the elementary campus. No GATE program at Hillcrest in 16-17. Outreach to Hillcrest staff should result in resumed GATE programming 17-18.
12. The Safety Plan was updated with an improved system for evacuation during safety drills. Rather than using "student runners" to report "all clear" a placard system was created that increased safety and efficiency.
13. The 2nd grade families received Sonoma County resource booklets from Sebastopol Police Chief Jeff Weaver, as part of a community building/drug prevention program.
14. Additional and/or replacement Second Step (Social Emotional Learning program) kits were purchased for classroom use.
15. Computers were purchased and Wi-Fi was increased for both campuses.
16. Two-to-one tablet-computers (Yoga Chromebooks) and carts were purchased for all classrooms in grades TK-1st grade for the 2016-17 school year.
17. Teachers were supported in administering the computerized CAASPP testing via certificated coaches.

18. Undertook a year-long inquiry into the dual program system (Enrich! & Traditional). A District Leadership team was formed made up on teachers and administrators, and the team met after school and at SCOE to research and discuss what's working and what's not. The Board reviewed demographic and other data regarding participation in the programs. A District-wide town hall meeting was held to solicit school community input.

Public Relations /Student Relations:

1. Monthly group tours and individual conferences with new families were held during the 2016-17 school year.
2. Hillcrest 6-7-8 Band won several awards in the Apple Blossom and Rose Parades.
3. GUSD website continued to grow with the policies, board agendas and minutes, teacher websites, foundation links, Facebook, etc.
4. The Hillcrest Middle School website was activated in 2016-17 and maintained by Hillcrest staff.
5. Two staff members were trained and given access to manage the District's websites (achieving new District goal 4.K).
6. Whole school (outdoor) Friday assemblies, to include the flag salute and patriotic songs, were continued at Gravenstein School to promote cohesiveness and school spirit.
7. Direction/collaboration with Site Council, GSF and MPF continued.
8. Superintendent worked with variety of stakeholder groups via student council, school site council, and the GUSD Board to complete the 17-18 LCAP.
9. District enrollment was previously over stated for 2015-16 (as 737) but it was actually 730. That created a perception that enrollment suddenly dropped at the start of 16-17. Actually, enrollment increased at the elementary school in 16-17 and decreased slightly at the middle school. The result was a slight decrease overall to 727 in 16/17. District enrollment is projected to hold at approximately 727 for 2017-18.
10. Hillcrest Orientations were held on August 23 and 24, 2016. Meet the Teacher events were not held at the Gravenstein campus because teachers were just given access to their classrooms the two days before school, due to Phase 2 in progress. So they were not ready to take students to the classrooms on those two staff development days.
11. Many performances were provided to the school community through concerts, plays, poetry readings, Kindergarten Nutcracker, etc.
12. The Gravenstein Daycare and Hillcrest Homework Club continued. We continue to serve over 130 children through these programs.
13. Weekly emailed newsletters (Monday Messages) from the Superintendent continued and the number of people opening the Monday Messages exceeded 65%. Photos were added to the Monday Message, and appeared to increase readership over the course of the year.

Management/Organization

1. Staff, students, and parents were updated on new laws, policies or rules to ensure existing rules were consistently enforced.
2. Intramural program at Hillcrest lunchtime continued to include "houses".
3. Lunchtime activities were offered to students on both campuses. GSF invested in new equipment carts and students enjoyed structured play at the elementary campus. At Hillcrest two new activities started: a board game group and a Dungeons and Dragons group, and both were popular choices among students.
4. Review of student conduct rules and programs continued. The cell phone policy was reviewed and ultimately unchanged.
5. Staff and student handbooks were updated.
6. Student Organizers/Homework books (includes student handbook) utilized for each student grades 3-8.
7. Hired new superintendent and principals.

Facilities:

1. Safety/Traffic Committee was established and recommendations continued to be implemented.
2. The Prop 39 plan provider was selected (ARC) and they produced a plan that the Board approved at the end of 16-17, for implementation in 17-18.
3. Classrooms receiving the new Chomebooks were alarmed.
4. Wireless access points were installed, expanding wireless system capacity and effectiveness.
5. The custodial schedules have been monitored and are in line with the budgeted amounts.
6. The storage facilities have been organized and the majority of old files were stored, scanned or shredded via a service provider.
7. Phase 2 was under construction for the entire 16-17 school year, months beyond the expected Oct 2016 completion date, and 20% over budget.
8. Via Phase 2, the following improvements were made on the Gravenstein campus: complete re-build and expansion of the administrative office; classrooms received new heating, cabinet facing, carpets, VCT flooring, paint, and LED lighting.
9. Process to access facility modernization funding was renewed in 16-17.
10. Facility Inspection Tool found all areas of the facility in "good" condition.
11. Playgrounds on Gravenstein received new blacktop and fresh striping.
12. The Hillcrest staff room received a make-over that included new paint, electrical outlets, and lighting.

Gravenstein Union School District
AR 5111.1

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment if he/she provides evidence considered by the district to be sufficient under applicable laws, policies and regulations that he/she meets any of the following criteria:

1. The student's parent/legal guardian resides within district boundaries.
2. The student is placed within the district boundaries in a regularly established, licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement.
3. The student has been admitted through the district's interdistrict attendance program as described under Administrative Regulation 5117.
4. The student is an emancipated minor residing within district boundaries.
5. The student lives with a caregiving adult within district boundaries.
6. The student resides in a state hospital located within district boundaries.
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability.
8. The student and his/her parent/legal guardian reside at the home of the parent/legal guardian's employer for a minimum of three days during the school week, provided that the employer resides within the district boundaries.

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance.

Proof of Residency

Prior to admission into district schools, students shall provide proof of residency. The Superintendent or designee shall annually verify the district residency status of every student newly entering the district and every student entering kindergarten – eighth grade, and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record.

Evidence of residency within the district may be established by documentation consisting of, at a minimum, three documents showing the name and address of the parent/legal guardian within the district, including, but not limited to, any of the following:

1. Grant Deed to property of residence.
2. Property tax payment receipts.
3. Rental property contract, lease or payment receipts

4. Governmentally issued identification, including, but not limited to, current California driver's license, current passport, current California ID issued by the California Department of Motor Vehicles or current military ID.

5. Pay Stub

6. Current Bank Statement

7. Utility service contract, statement or payment receipt from within the last 30 days

8. Voter registration

9. Current correspondence from a government agency

10. Declaration of residency executed by the student's parent/legal guardian

11. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student. A parent/legal guardian unable to provide the documentation listed in this administrative regulation may establish residency in the district by providing the following:

a. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed under penalty of perjury by the caregiving adult in accordance with Family Code 6552. The caregiving adult shall establish residency within the district by providing, at a minimum, three of the documents listed in this administrative regulation.

b. If the student and his/her parent/legal guardian are residing in the home of the employer of the parent/legal guardian for a minimum of three days during the school week, an affidavit executed under penalty of perjury by the employer confirming the parent/legal guardian's residency with a copy of an employment contract that includes a provision that the parent/legal guardian resides at the employer's residence in Gravenstein Union School District territory. The employer shall establish residency within the district by providing, at a minimum, three of the documents listed in this administrative regulation.

c. For any other living arrangement, a declaration of residency executed by the parent/legal guardian of a student, with at least one other document listed in this administrative regulation, provided that enrollment under these circumstances shall be at the discretion of the Superintendent, and subject to review by the Board of Trustees as set forth below. If a student is residing in the residence of an adult other than the student's parent/legal guardian, the adult who owns or occupies the residence shall establish residency within the district by providing, at a minimum, three of the documents listed in this administrative regulation, as well as an affidavit executed under penalty of perjury by the adult who owns or occupies the residence confirming the student's residency at the adult's residence. At a minimum, other living arrangements must be verified annually. Otherwise,

a parent/legal guardian may apply for interdistrict attendance.

The district has no desire to see personal information such as earnings and amount of taxes paid. It is preferred that such information be blacked out.

Documentation is only required for the verification of residence.

A post office box will not be accepted as proof of residency. At the discretion of district officials, a student new to the district (child of parent/guardian purchasing a home in Sebastapol) may be enrolled conditionally with a written statement on letterhead from the escrow or title officer if the escrow closing date is within four weeks after the start of school. Within 10 days after the close of escrow, all regular residency verification documents will be required. Failure to provide this additional documentation will be grounds for disenrollment from the district.

The district reserves the right to request verification of residency at any time and to request any additional proofs of residency as necessary.

Failure to Verify Residency

If any district employee is aware of specific facts that the parent/guardian of a student has provided false or unreliable evidence of residency, the Superintendent or district-employed designee shall make reasonable efforts to determine that the student meets district residency requirements.

Specific facts that a parent/legal guardian has provided false or unreliable evidence of residency include, without limitation and solely as illustrative examples: observations of repeated absences, inconsistent statements about residency and/or other specific and credible observations based on objective evidence. The district reserves the right to request any additional proofs of residency as necessary. Reasonable efforts to determine residency include, but are not limited to, telephone calls to the home, unannounced home visitations, and use of licensed private investigators.

When determining a student's residency, the district shall not use a licensed private investigator to assist with an investigation until after the district has made a reasonable effort to determine the student's residency through the Superintendent or district-employed designee.

Individuals conducting a student residency investigation are prohibited from surreptitiously photographing or video recording the student being investigated.

Individuals conducting a student residency investigation must truthfully identify themselves to anyone whom they contact or interview in the course of their investigation.

Determining Residency

Residence for the purpose of attendance in public schools shall be determined by the following: (Welfare and Institution Code 17.1)

1. The residence of the parents/guardians/full-time caregiver with whom

the child maintains his/her place of abode.

2. The residence of any individual who has been appointed legal guardian by a court or competent jurisdiction.

3. The residence of the individual who has been given custody by a court of competent jurisdiction. Custody means the legal right to custody of the child unless that right is held jointly by two or more persons, in which case custody means the physical custody of the child by one of the persons sharing the right to custody. For purposes of residency for parental joint custody, whichever parent has the student for the greatest percentage of time during the school year will determine residency. For 50/50 joint custody, the student will be eligible to attend district schools.

The district has the legal right to request to review custody papers in order to verify residency.

In determining the place of residence the following rules shall be taken into consideration along with the criteria set forth in this administrative regulation: (Government Code 244)

1. Residence is the place where one remains when not called elsewhere for labor or other special or temporary purpose, and to which he/she returns in times of repose.

2. There can only be one residence.

3. The residence of the parent/guardian/full-time caregiver with whom an unmarried minor child maintains his/her place of abode is the residence of such unmarried minor child.

4. The residence of an unemancipated, unmarried minor who has a living parent/guardian/full-time caregiver cannot be changed by his/her own act.

Safe at Home Program

When a student or parent/guardian participating in the Safe at Home Program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within the district boundaries. The Superintendent or designee shall not include the actual address in the student's file or any other public record and shall instead use the substitute address for all future communications and correspondence.

Residency for Homeless Children and Foster Youth

Homeless students and foster youth living in the district shall be admitted to a district school upon presentation of any of the following:

1. Hotel or motel receipts

2. A letter from a social service agency or homeless shelter verifying that the student lives within the district

3. A declaration of residency from the parent/guardian stating that the

family lives within the district

4. If the student is unaccompanied (not in the physical custody of a parent or guardian), a declaration from the student stating that the student lives within the district

If a homeless student or foster youth is unable to provide any of the above documents, the superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/legal guardian or other qualified adult relative.

However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools.

A reasonable effort shall be made to secure an address, phone number and medical release from the parent/guardian when a student is placed in a classroom.

Revocation of Enrollment

If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false or unreliable evidence of residency, he/she shall deny or revoke the student's enrollment.

Before any such denial or revocation is final, the Superintendent or designee shall provide a written notice of the decision to the parent/legal guardian that includes the rationale for the decision, and informs the parent/legal guardian that he/she may provide new material evidence of residency, in writing, to the Superintendent or designee within 10 school days of receipt of the notice. If the parent/legal guardian elects not to provide such new evidence, the parent/legal guardian may instead notify the Superintendent or designee in writing that they seek an appeal to the Board as set forth below. Such notice shall be sent by the parent/legal guardian within 10 school days of receipt of the Superintendent or designee's notice.

If the parent/legal guardian fails to provide new material evidence of residency in writing or to seek an appeal, the student's enrollment shall be denied or revoked 11 school days after the date of receipt of the notice.

If the parent/legal guardian timely provides new material evidence of residency in writing, the Superintendent or designee shall review the evidence and make a final decision within 10 days or as soon thereafter as possible. The student may continue to attend school while awaiting the Superintendent or designee's final decision. The Superintendent or designee shall provide a written notice of the final decision to the parent/legal guardian informing the parent/legal guardian of his/her right to appeal to the Board within an additional five school days after receipt of

the notice. If the parent/legal guardian then fails to notify the Superintendent or designee in writing that they seek an appeal to the Board, the student's enrollment shall be denied or revoked 10 school days after the date of receipt of the notice of the final decision.

The Board shall not be involved in any decision concerning the denial or revocation of a student's enrollment unless and until an appeal is filed by the parent/legal guardian.

If the parent/legal guardian timely seeks an appeal to the Board, the Board shall consider the appeal at its next regular Board meeting, or at its discretion, at a specially-noticed meeting. Written notice of the date of the Board's consideration of the appeal shall be sent to the parent/legal guardian informing the parent/legal guardian that he/she may provide additional material evidence of residency, in writing, to the Board no later than 5 days prior to the date of Board consideration of the appeal. The parent/legal guardian will have the burden of proof to establish residency in the district during the appeal. The decision of the Board on the appeal shall be based solely on the evidence available to the Superintendent or designee when making his/her final decision and any additional written evidence timely provided to the Board by the parent/legal guardian in response to the notice of the date of the Board's consideration of the appeal. Board consideration of the appeal shall occur in closed session in order to preserve student confidentiality. The student may continue to attend school during the period of the appeal. The decision of the Board regarding the appeal shall be provided in writing to the parent/legal guardian. If the Board denies the appeal, the student's enrollment shall be denied or revoked effective five school days after the date of the Board's decision to deny the appeal. The Board's decision shall be final.

The district shall keep confidential all notices regarding student enrollment, evidence submitted to the Superintendent or designee, and all documents related to any appeal, to the extent required to protect student privacy interests and to comply with state and federal law.

Legal Reference:

EDUCATION CODE

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law

48356 Open Enrollment Act transfer, fulfillment of residency requirement

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Varieties of student records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

0303.95 Verification of residency, LO: 1-95

OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter, May 6, 2011

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program:

<http://www.sos.ca.gov/safeathome>

Office for Civil Rights, U.S. Department of Education:

<http://www2.ed.gov/about/offices/list/ocr>

Regulation GRAVENSTEIN UNION SCHOOL DISTRICT
approved: Sept 27, 2017

**Gravenstein Union School District
Board Policy
District Residency**

BP 5111.1

Students

Note: Education Code 48200 requires the district to provide an education to any student who resides within the district's attendance area. Education Code 48204, as amended by AB 224 (Ch. 554, Statutes of 2015), specifies additional circumstances under which students will be deemed to meet the residency requirements for school attendance, including, but not limited to, through parent/guardian employment within district boundaries under certain conditions and interdistrict transfers; see the accompanying administrative regulation.

Note: If the Governing Board elects to authorize investigations to verify students' residency, it is mandated to adopt policy with specified components pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015). See sections "Investigation of Residency" and "Appeal of Enrollment Denial" below.

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

(a) GUSD shall accept from the parent or legal guardian of a pupil reasonable evidence

that the pupil meets the residency requirements for school attendance in the school district as set forth in Sections 48200 and 48204. Reasonable evidence of residency for a pupil living with his or her parent or legal guardian shall be established by documentation showing the name and address of the parent or legal guardian within the school district, including, but not limited to, any of the following documentation:

- (1) Property tax payment receipts.
- (2) Rental property contract, lease, or payment receipts.
- (3) Utility service contract, statement, or payment receipts.
- (4) Pay stubs.
- (5) Voter registration.
- (6) Correspondence from a government agency.
- (7) Declaration of residency executed by the parent or legal guardian of a pupil.

(b) Nothing in this section shall be construed to require a parent or legal guardian of a pupil to show all of the items of documentation listed in paragraphs (1) to (7), inclusive, of subdivision (a).

(c) If an employee of a school district reasonably believes that the parent or legal guardian of a pupil has provided false or unreliable evidence of residency, the school district may make reasonable efforts to determine that the pupil actually meets the residency requirements set forth in Sections 48200 and 48204.

(d) Nothing in this section shall be construed as limiting access to pupil enrollment in a school district as otherwise provided by federal and state statutes and regulations. This includes immediate enrollment and attendance guaranteed to a homeless child or youth, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)), without any proof of residency or other documentation.

(e) Consistent with Section 11432(g) of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), proof of residency of a parent within a school district shall not be required for an unaccompanied youth, as defined in Section 11434a(6) of Title 42 of the United States Code. A school district shall accept a declaration of residency executed by the unaccompanied youth in lieu of a declaration of residency executed by his or her parent or legal guardian.

***Note: In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment of the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. Thus, while the district may require proof that a student resides within the district (see accompanying administrative regulation for allowable evidence of residency), it should not request visas, passports, or other documentation that would discourage undocumented children

from enrolling in school. Also see BP 5111 - Admission and CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status.***

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

Note: When a district chooses to grant residency status to students whose parent/guardian is employed within district boundaries for at least 10 hours per school week (see section "Residency Based on Parent/Guardian Employment (Allen Bill Transfers)" in the accompanying administrative regulation), Education Code 48204 encourages the district to notify the parent/guardian in writing when admission is denied and to provide reasons for the denial. The following optional paragraph provides that written notice will be provided to parents/guardians whenever enrollment is denied on any basis related to residency and may be revised to reflect district practice.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

Note: The following section should be revised to reflect district practice. To conduct an investigation into the residency claim of a student as authorized by Education Code 48204.1, a district is mandated, pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015), to adopt a policy with specified components. The policy must (1) identify the circumstances under which the district may initiate an investigation, including, at a minimum, a requirement that the district is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency; (2) describe the investigatory methods that may be used, including whether the district may employ the services of a private investigator; (3) require staff to make reasonable efforts to determine whether the student resides in the district before hiring a private investigator (if allowed at all); (4) prohibit surreptitious photographing or video-recording of students who are being investigated; and (5) provide for an appeals process.

Note: The district should consult legal counsel if questions arise regarding the appropriateness of efforts to verify residency.

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

Note: If the district chooses to authorize investigations into the residency claim of a student as described in the section "Investigation of Residency" above, it is mandated pursuant to Education Code 48204.2, as added by AB 1101 (Ch. 170, Statutes of 2015), to adopt a policy which provides for an appeals process. The timelines specified in the following section may be revised to reflect district practice.

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

Note: The district may select and/or revise either of the following options to indicate who will be responsible for making the final decision regarding the student's residency claim. Option 1 is for use by districts that assign a district employee other than the Superintendent to make the initial residency determination, and provides that the Superintendent will make the final decision following the appeals process. Option 2 is for use by districts in which the Superintendent is responsible for the initial residency determination, and provides that the decision may be appealed to the Governing Board.

OPTION 1: In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

OPTION 2: In an appeal of the Superintendent's determination that district residency requirements were not met, the Board shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision at its next regularly scheduled meeting following the parent/guardian's request for the appeal. The Board's decision shall be final.

GUSD employs OPTION 1 above.

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)
(cf. 6145.6 - International Exchange)

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - Regional Occupational Center/Program)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:
48204 Residency requirements
48204.1-48204.2 Evidence of residency
48300-48316 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act transfers
48645.5 Former juvenile court school students, enrollment
48852.7 Education of homeless students; immediate enrollment
48853.5 Education of foster youth; immediate enrollment
48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents
FAMILY CODE
6550-6552 Caregivers
GOVERNMENT CODE
6205-6210 Confidentiality of residence for victims of domestic violence
CODE OF REGULATIONS, TITLE 5
432 Retention of student records
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

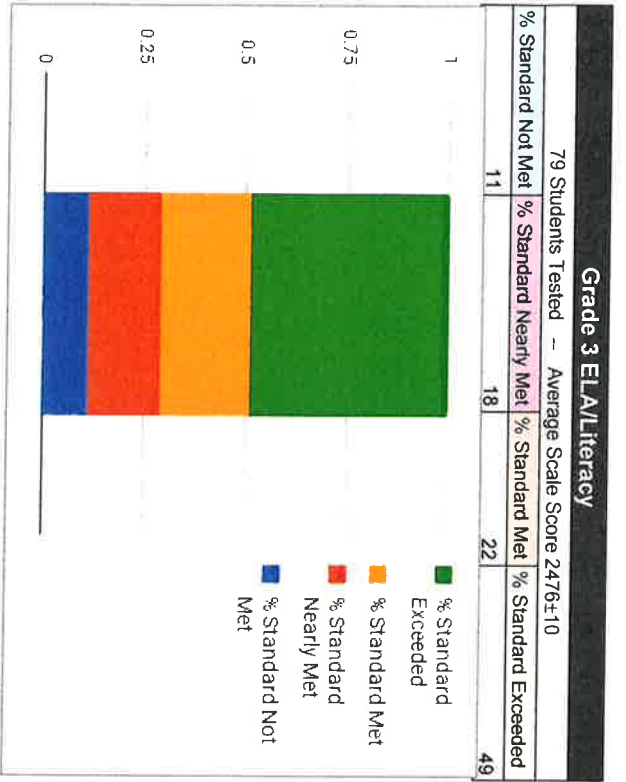
U.S. Department of Justice: <http://www.justice.gov>

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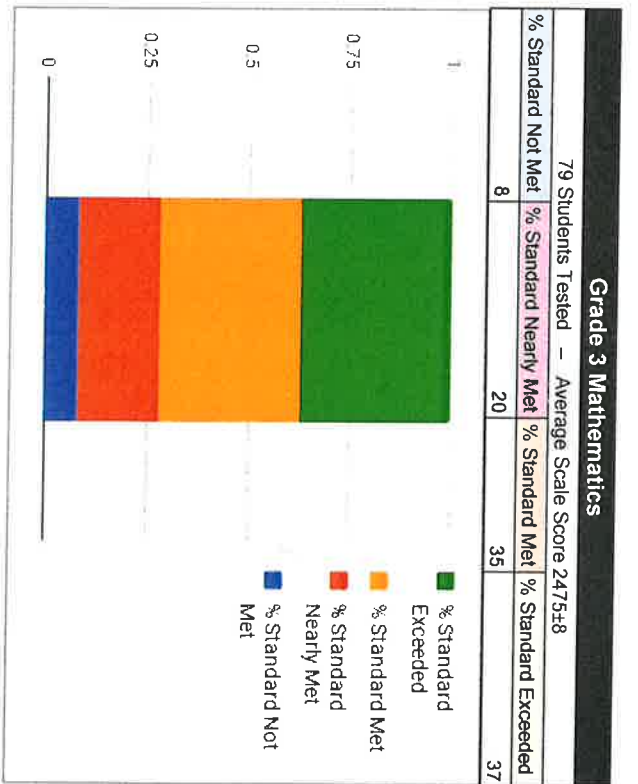
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Sebastopol, CA (9/13/17)

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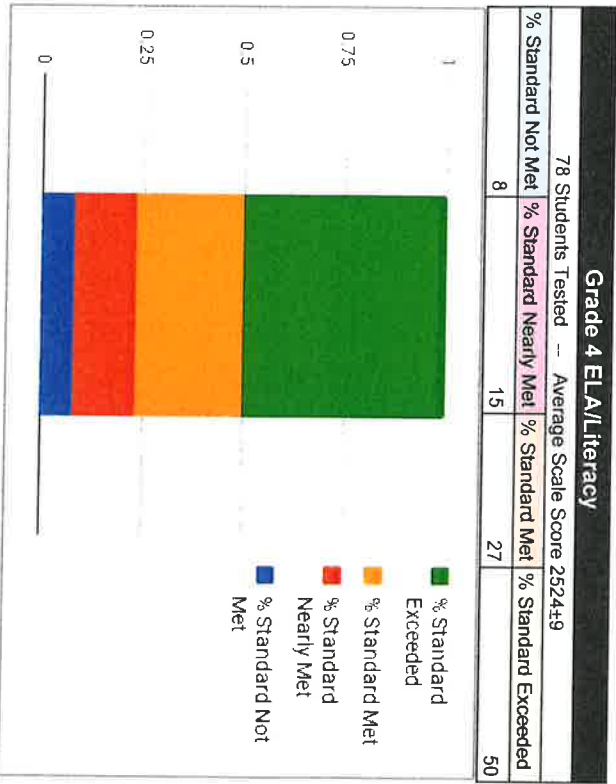
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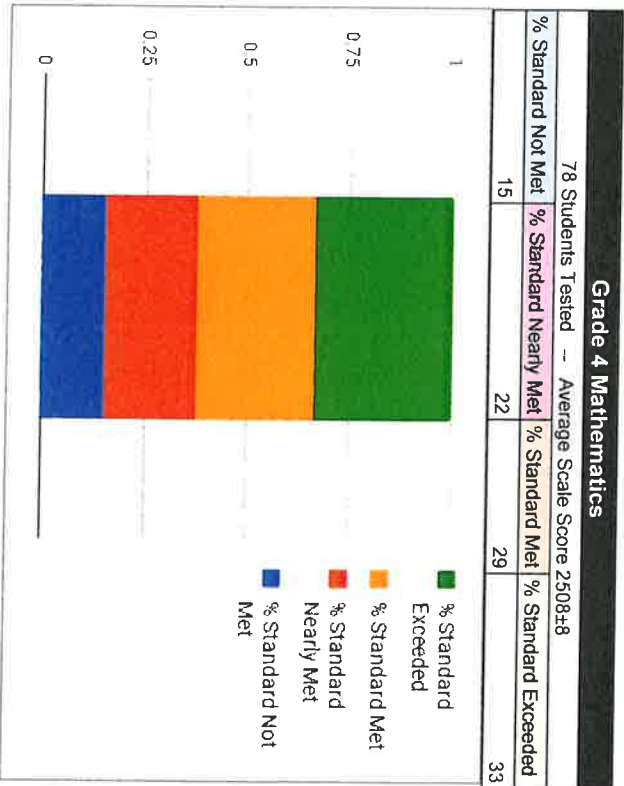
Grade 3 Mathematics



Grade 4 ELA/Literacy

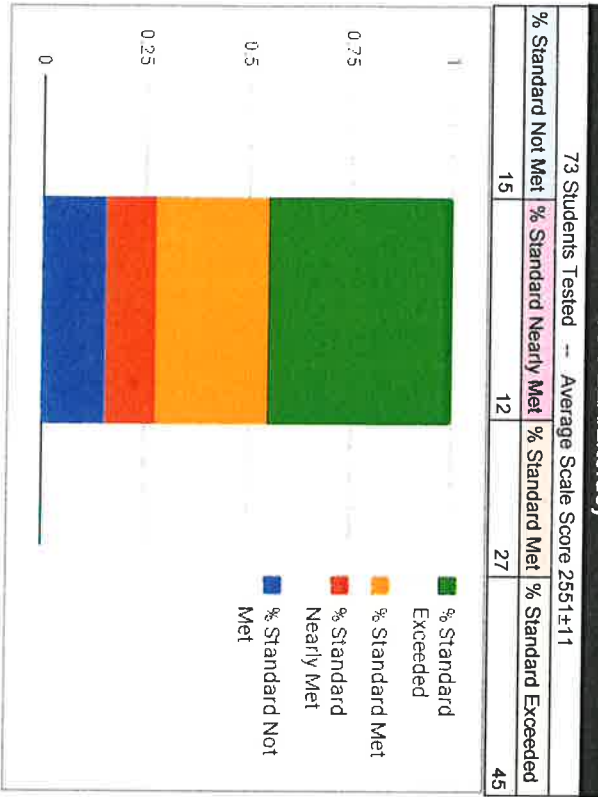


Grade 4 Mathematics

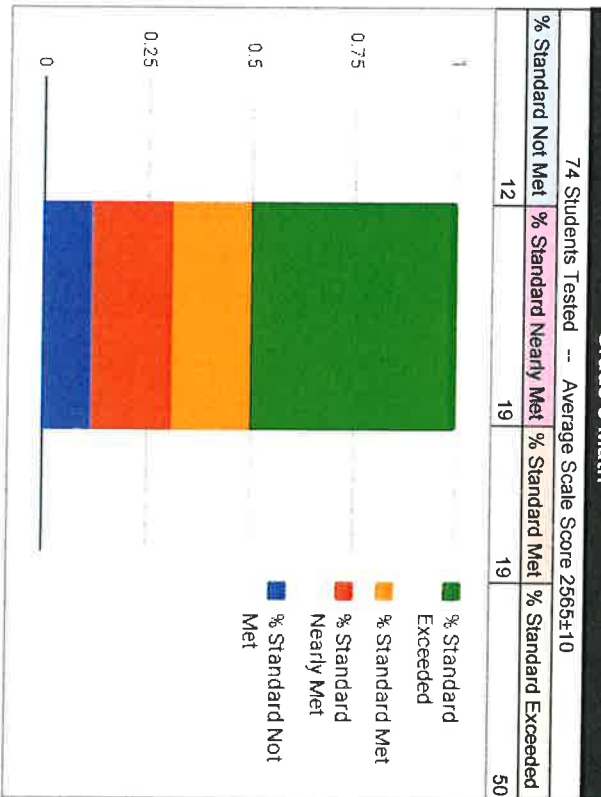


GUSD 2016-17 CAASPP Results Summary by Grade

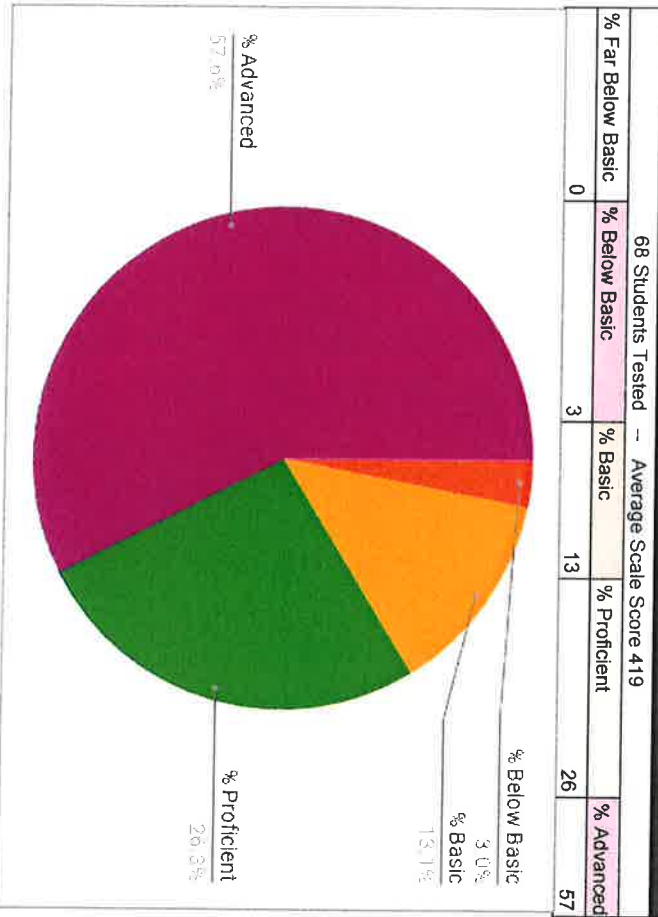
Grade 5 ELA/Literacy



Grade 5 Math

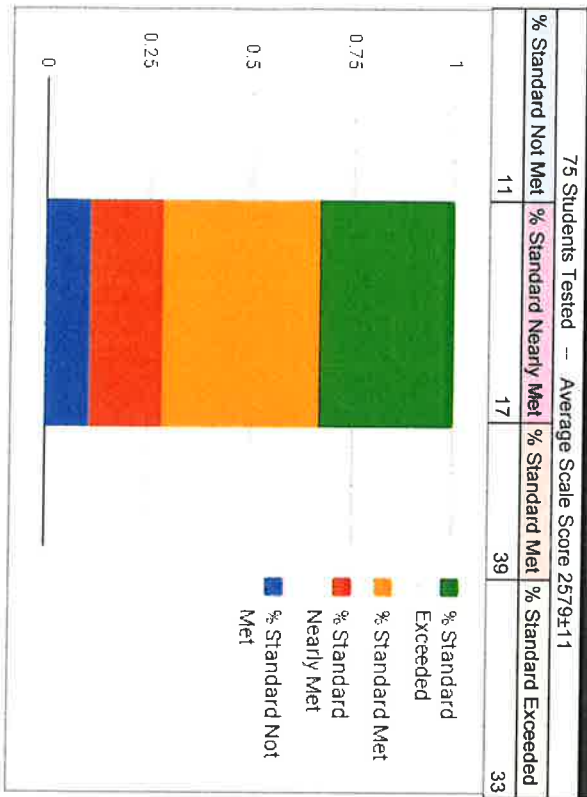


Grade 5 Science (CST)

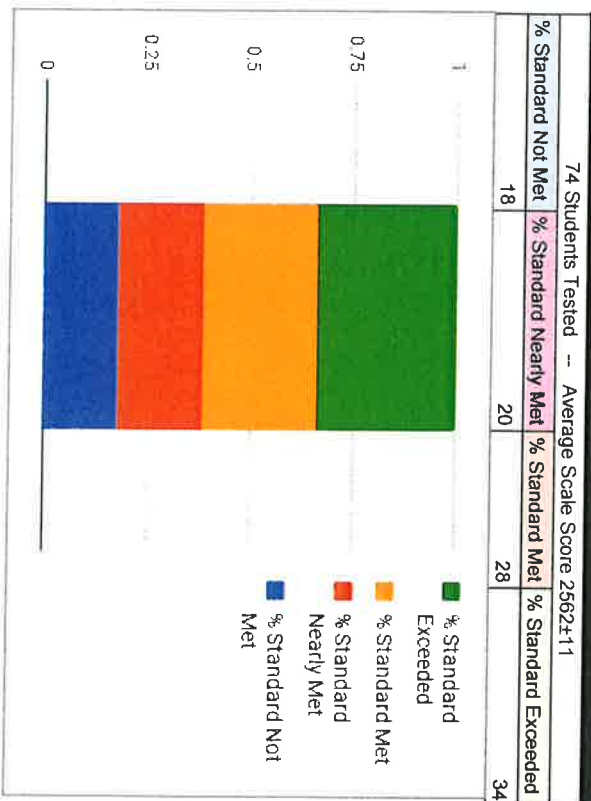


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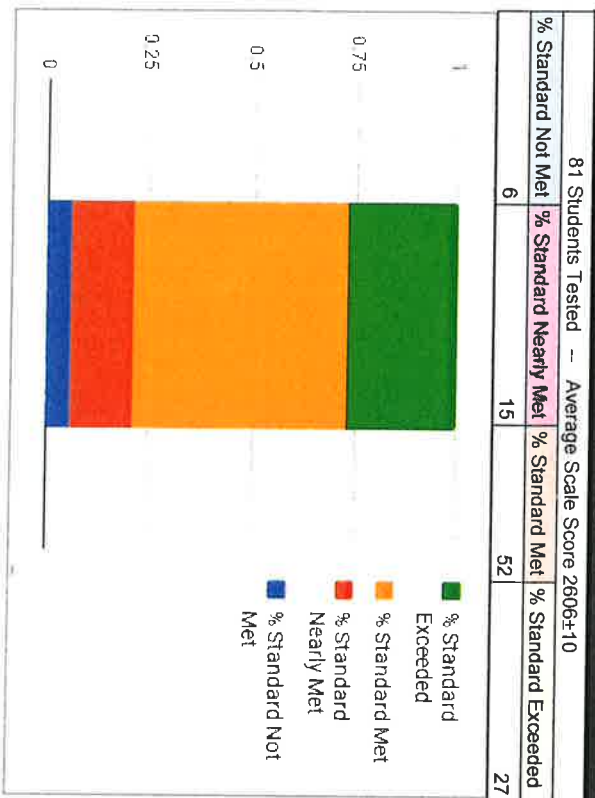
Grade 6 ELA/Literacy



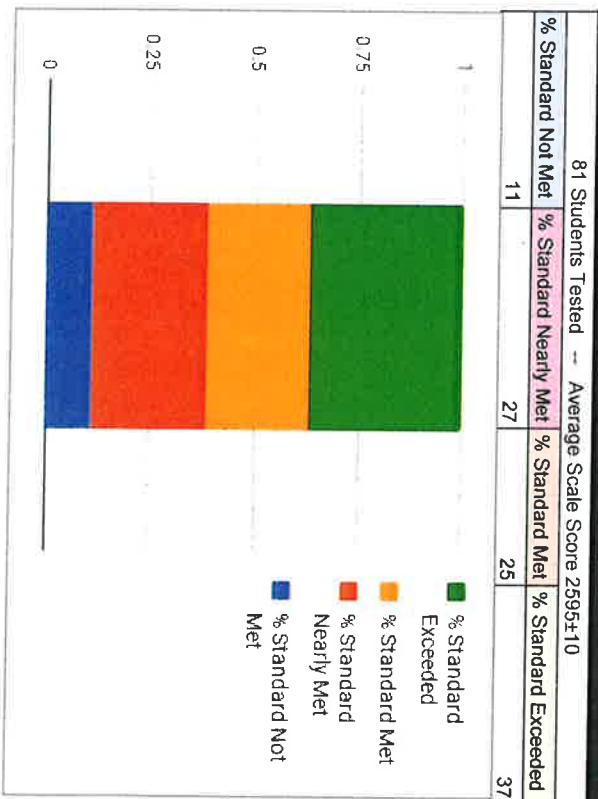
Grade 6 Math



Grade 7 ELA/Literacy



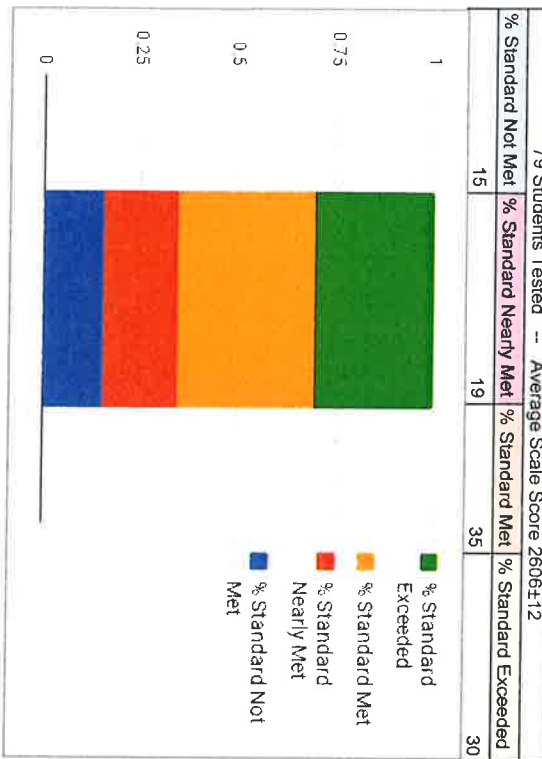
Grade 7 Math



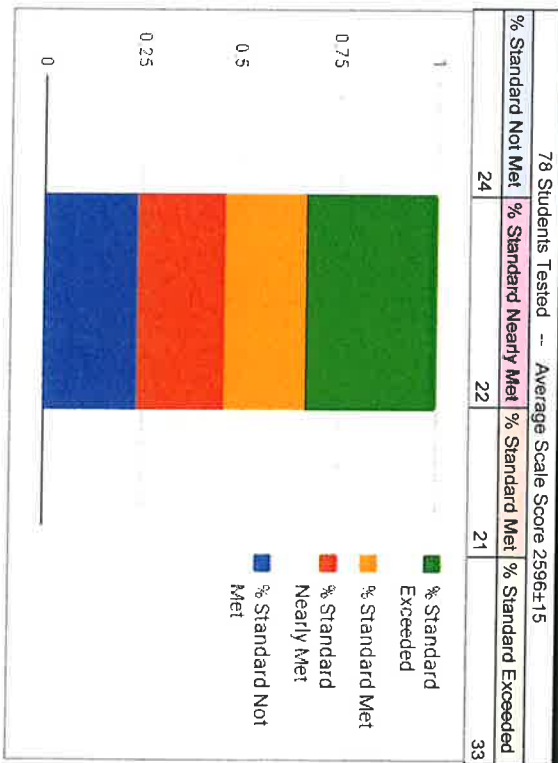
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GUUSD 2016-17 CAASPP Results Summary by Grade

Grade 8 ELA/Literacy



Grade 8 Math



Grade 8 Science (GST)

