

GRAVENSTEIN UNION SCHOOL DISTRICT

3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD

Tuesday, April 9, 2019

MEETING AGENDA

5:00 PM

Gravenstein School, Rm. 13

I. CALL TO ORDER

Steve Schwartz, President
Gregory Appling, Clerk
Jim Horn, Trustee
Alexander Kahn, Trustee
Jennifer Koelemeijer, Trustee

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. Gravenstein Union Teachers' Association
 - 1. (p. 1) Sunshine letter for 2019-20
- B. District Site Council
- C. GSF/MPF (Gravenstein Parent Association, GPA)
- D. Trustee Reports
- E. (p. 2) Facilities Report
- F. (p. 3) Hillcrest Principal Report
- G. Gravenstein Principal Report
- H. LCAP update
- I. (p. 5) CBO Report
- J. Staffing for 2019-20
- K. Superintendent Report
 - 1. Superintendent search update
 - 2. Counselor position
 - 3. Negotiations with GUTA
 - 4. Staff and Trustee phones, tablets and computers for district use and Trustee use
 - 5. Status of Principal and CBO Evaluations
 - 6. (p. 6) Current enrollment

IV. CONSENT AGENDA

ACTION ITEM

- A. (p. 7) Minutes of Regular Meeting March 12, 2019 and Special Board meeting March 25, 2019
- B. (p. 17) Warrants/Payroll
- C. (p. 25) Budget Updates and Transfers
- D. Correspondence/Publications

- E. (p. 26) **Ratify MOU with West County Consortium re Nurse Services**
- F. (p. 29) **Approve Continuing Disclosures Bond Report**
- G. (p. 38) **Williams Quarterly report showing not complaints for the time period of January 1, 2019 through March 31, 2019**

Action taken/comments:

Motion _____ Second _____ Vote _____

V. GENERAL ACTION ITEMS

- A. Consider Next Steps in Rollout of ENRICH! to all district students TK-8th in 2019-20.**

Background: At the Dec. 12, 2018 GUSD Board meeting, the Board took action to approve the expansion of the ENRICH! program to all District students, TK-8th grades, beginning in 2019-20.

The Board will receive reports from staff and input from stakeholders:

Action taken/comments:

Motion _____ Second _____ Vote _____

- B. (p. 42) Discuss district policies and approach to discipline for students possessing, using, or selling controlled substances. Review existing BP and AR and discuss best practices.**

Action taken/comments:

Motion _____ Second _____ Vote _____

- C. Approve 2019-2020 School District Calendar.**

The Board will be asked to approve the Calendar presented as the District calendar for 2019-2020.

Action taken/comments:

Motion _____ Second _____ Vote _____

- D. (p. 81) Approve Public Disclosure of Proposed Collective Bargaining Agreement per AB1200.**

The Board will be asked to approve a public disclosure document regarding the financial impact of the proposed collective bargaining agreement between GUSD and the Gravenstein Union Teachers Association. This includes percentage increases and a flat amount added to all salary schedule cells to represent the move to ENRICH! District wide and increases to benefits.

Action taken/comments:

Motion _____ Second _____ Vote _____

E. (p. 92) Approve Tentative Agreement with GUTA as a conclusion to negotiations for 2018-19.

The Board will be asked to approve the contract language in the Tentative Agreement between GUSD and GUTA.

Action taken/comments:

Motion _____ Second _____ Vote _____

F. (p. 95) Approve MOU with GUTA regarding Supplemental Activity Instruction for 1st through 8th grade ENRICH! students and a stipend for full-time ENRICH! Homeroom Teachers.

The Board will be asked to approve the MOU.

Action taken/comments:

Motion _____ Second _____ Vote _____

G. (p. 97) Approve the Public Disclosure Document AB1200 for the Proposed increase in salary and benefits for unrepresented employees who are not GUTA members, excluding Principals, Superintendent and CBO.

The Board will be asked to approve the increases proposed for the named unrepresented groups as shown in the AB1200.

Action taken/comments:

Motion _____ Second _____ Vote _____

H. Approve Salary Increase for Unrepresented Groups.

The Board will be asked to approve increases in salary and benefits for all unrepresented employees who are not GUTA members, excluding Principals, Superintendent and CBO, with the same percentages as agreed to for certificated employees as detailed in the AB1200 document.

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) Employee request for review of position duties and salary placement.

2) Public Employee Hiring:

1. Counselor 60% at Hillcrest and 40% at Gravenstein

3) Discussion of Compensation for Principals and CBO Related to Superintendent Transition.

The Board will be asked to discuss and approve additional compensation for Principals and CBO reflecting extra duties and time due to Superintendent transition.

Action taken/comments:

Motion _____ Second _____ Vote _____

4) Discussion of Salary Schedules for the Principals and the CBO.

The Board will be asked to discuss salary schedule for Principals and CBO.

OPEN SESSION

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

VIII. FUTURE BOARD MEETINGS

A. Special Board meeting to be held April 18, 2019 at 5pm.

Next Regular Board Meeting: _____ Tuesday, May 14, 2019—5 p.m.

IX. 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.

Gravenstein Union Teachers Association

III. A 1

April 2nd, 2019

Superintendent Eric Hoppes
GUSD School Board
3840 Twig Avenue
Sebastopol, CA 95472

Dear Superintendent Hoppes and GUSD School Board Trustees:

This letter serves as the Gravenstein Union Teachers Association's notice of its intent to negotiate the following contractual provisions of its Collective Bargaining Agreement with the District for the 2019-2020 school year.

Article VII – Grievance Procedures

Article VIII – Working Conditions

Per Article 17.1: Duration

The Agreement shall become effective upon ratification by both parties. It shall remain in full force and effect up to and including June 30, 2020. For each of the years, 2018-19 and 2019-20, the Association and the District may reopen negotiation for salary, benefits and two unspecified articles pursuant to Article XV of this agreement.

Article XII – Salary

Article XIII– Health and Welfare Benefits

Respectfully submitted,

Beth Timunovic, co-president
Simie Otterson, co-president
GUTA Negotiation Team

cc: Erik Olson Fernández, CTA

III. E

Gravenstein Union School District
April Facilities Report
Draft Copy, created on 4/5/19
Prepared by Brian Sposato, Facilities Manager

Gravenstein Elementary School

Phase III Modernization

Our siding project an extension of the phase III modernization has started. Most of the siding has been removed from the MPR and Learning Lab. We have discovered, drywall that has taping compound that has tested positive for asbestos. Due to this the general contractor (GCCl) will be using a certified abatement contractor to remove all the drywall and finish the remainder of the demolition. Once the demolition is complete, the building team will examine any dry rot areas and repair, before the hardie panel siding is installed on the building.

Gravenstein Solar

We have been granted an extension by DSA, for review and approval of the rooftop solar arrays. We made the choice to tilt the panels 10 degrees as opposed to a "flat" system, for better return on solar investment. We have a contract with Sunworks already in place to install the system. DSA has the viewpoint that this tilting the panels should qualify as a "new project. Our standpoint is that this is a minor change and it doesn't warrant radical change in being classified as a different project. Axia has been working with DSA to get this project approved so we can get this project completed.

Gravenstein Window Coverings

We have received three very competitive bids for roller shades at Gravenstein. At the time of writing this we are considering Drapes and More out of Santa Rosa for providing best value for the Gravenstein campus as they can provide cassettes with the shades. Lead time on the material has been stated to take about six weeks once the winning vendor gets their deposit. Timeline would be putting us in the summer for install.

Hillcrest Middle School

Hillcrest Window Coverings

Hillcrest window coverings were slated for install during the spring break, but a manufacturing defect in the production process was discovered, and had delayed getting the shades to the installation contractor Creative Window Fashions. At the time of writing this they are scheduled to be installed on Saturday April 6th and 7th.

Hillcrest E Rate Project

At the last special board meeting the board passed approval for IT infrastructure upgrades at Hillcrest in the amount of \$120,000. With the E-rate funding we are getting a \$45,000 discount. So the district will be contributing the remainder \$75,880.13. With this project we will be upgrading our fiber connections, data cabinets, wifi connectivity to the Gym rooms P1 and P2, as well as upgrading much of our inside wiring to category 6 and 6a cable.

III. F

Board Report From Hillcrest Middle School

by

Mr. Deeths, Principal

April 2019

One program- PowerPoint presentation will be made sharing the Hillcrest plan for Enrich! For All.

19-20 Enrollment- Accepted 35 students from outside of our District- will bring total enrollment up to almost 300.

19-20 Certificated Evals

Incoming Family Night- Hillcrest Middle School hosted Incoming Family Night on Wednesday March 27th at 6:00 pm. More than 135 students and families came to tour the campus, meet the teachers and learn why Hillcrest Middle School is the best 6th-8th grade option in Sonoma County!

Spelling Bee- 7th Grader Paul Koo won the Sonoma County Spelling Bee that was held on Tuesday April 2nd. Paul beat out more than 30 other students from around the county to win the title. On May 4th, Paul will represent Sonoma County at the California State Spelling Bee.

Hillcrest News- Hillcrest News is back on the air and filming in the STREAM Lab on Wednesday mornings! Thank you to the GUSD Board for funding Hillcrest TV!

Color Run—Hillcrest Middle School- Mark your calendars- the 1st Annual Hillcrest Color Run is coming April 26th!

Cardboard Carnival- 6th Grade STEAM (Science Technology Engineering Art & Math) students put their skills to the test and created a roomful of Carnival games made completely out of cardboard! They planned, built, tested, rebuilt and finally shared their games with others! Next Generation Science Standards in action at Hillcrest!

Romeo & Juliet—On Friday March 15th, Hillcrest students were treated to a performance of Romeo & Juliet put on by the Marin Shakespeare Teen Touring Company! This modern day telling of the classic play, complete with a punk rock twist, was an excellent way to end another great week at Hillcrest Middle School!

Monterey- The entire 7th grade class traveled to Monterey for an overnight field trip! The students were able to visit the San Jose Tech Museum, visit Historic Salina and even sleep overnight in the Monterey Bay Aquarium! Thank you to Mr. Blanco, Ms. Clements and Mr. Collins for all their hard work organizing the trip and to all the parent chaperones who took time off to be a part of the trip!

CBO Report for Board Meeting 4/9/19

I. Benefits change request by GUTA in email from Beth Haas:

After extensive research into the available health and dental plans, the pros and cons of each option were thoroughly explained to membership, and GUTA elected to have membership vote on their preferences.

The final results were as follows:

- 1) 65.6 % (32 out of 47 members) voted to change the health coverage from CVT to CalPERS. CalPERS has excellent rates, and it allows members to opt out of coverage at no cost to the district, which will save the district a considerable amount of money.*
- 2) 65.8% (38 out of 47 members) of membership voted for a change to the dental benefits to a \$2,600 annual benefit with \$1,000 orthodontic coverage at \$29.32/month. That is an increase of \$6.44/month from what we currently are paying, with a much higher benefit.*

I am currently researching the next steps for moving forward with these changes in the 2019-20 school year.

- II. GUSD Erate Application was submitted before the deadline. This application will allow the District to receive a discount of \$45,119.87 toward the Hillcrest Infrastructure Project. At this point we are waiting for our Funding Commitment Decision Letter.
- III. Food Service auditor visit is complete with report to follow. Auditor was complimentary and provided helpful feedback for moving forward. Some changes have already been implemented at both sites. The Food Service Staff should be commended for their efforts.
- IV. CALPADS Fall II Certification completed by Eva Perez-Atwell
- V. Civil Rights Data Collection nearly complete- Melacha has made great progress and the deadline is April 26th.

Gravenstein Union School District

III, K6

April	2019	TK	K	1	2	3	4	5	6	7	8	Totals
Tomsky		21										21
Trivunovic			20									20
Redfern			20									20
Crandall			19									19
Briggs			19									19
Dellosa				19								19
Clement				18								18
Candau	ENRICH!			18								18
Lannon	ENRICH!			18								18
Otterson					17							17
Sprinkle					19							19
DeBolt	ENRICH!				18							18
Basque	ENRICH!				20							20
Barrera						15						15
Haas						15						15
Mattish	ENRICH!					24						24
Nordstrom	ENRICH!					23						23
Martinez							19					19
Carey							20					20
Sully	ENRICH!						22					22
Brown	ENRICH!						21					21
Grimm								21				21
Squires								23				23
Gorman	ENRICH!							26				26
Hansen	ENRICH!							24				24
Helton									12			12
Kinman									12			12
Dexter	ENRICH!								24			24
Rich	ENRICH!								23			23
McDowell										20		20
Sotiras										20		20
Collins	ENRICH!									27		27
Clements	ENRICH!									25		25
Cole											19	19
Jex-Lewis											4	4
Blanco											26	26
Johnson	ENRICH!										20	20
Sporrer	ENRICH!										17	17
Parsons CDS					2							2
Home & Hospital												
Community Day School					2							2
Gravenstein Campus		21	78	73	74	77	82	94				499
Hillcrest Campus									71	92	86	249
April	2019	21	78	73	76	77	82	94	71	92	86	750
April	2018	22	61	79	82	81	93	75	86	93	78	750
April	2017	15	75	82	78	79	78	73	79	83	81	741
April	2016	21	77	78	83	73	78	74	88	83	83	738
April	2015	20	76	78	71	70	68	74	70	84	115	726
April	2014	21	79	64	69	65	71	66	73	103	104	715
April	2013		81	68	68	61	69	69	85	107	101	709
April	2012		79	71	61	65	63	85	89	95	79	687
April	2011		67	57	61	51	84	74	84	77	93	648
April	2010		56	60	49	6	76	70	71	66	84	628

2018
1
492
257
750



GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

IV. A

REGULAR GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Tuesday, March 12, 2019
5:00 PM

I. CALL TO ORDER

Steven Schwartz, President
Gregory Appling, Clerk
Jim Horn, Trustee
Alexander Kahn, Trustee
Jennifer Koelemeijer, Trustee

Jennifer Koelemeijer
(J Koelemeijer will be attending remotely from 1394 Limantour Rd. Pt. Reyes Station, CA)

Meeting called to order at 5:06pm by SS all present except Jim Horn

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.

No public comments

III. REPORTS, AND ORAL COMMUNICATIONS

- A. Gravenstein Union Teachers' Association
- B. GSF/MPF
- C. Trustee Reports
 - 1. Trustee Committee Reports
- D. Facilities Report
- E. Hillcrest Principal Report
- F. Gravenstein Principal Report
- G. CBO Report
- H. Enrollment Report

GUTA provided a written report during the meeting.
GSF provided minutes of their most recent meeting.
GSF, MPF, and adhoc Board committee reported on progress to merge the two foundations and hold elections in April for new officers. Meetings have been very productive towards creating one viable foundation for next year.
MPF did not provide a separate report.
Trustee Kahn reported on that GUSD students artwork was put on display during his recent concert at Sonoma Sate University.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

Committee Reports:

- Transition Committee meet with Teachers at both schools to discuss transition
- Marketing Committee planning to have a proposal soon
- Negotiation Committee reached impasse and will be meeting with mediator on March 26, 2019
- Single Program Committee attend the Gravenstein ERD meeting
- Foundation Committee met with GSF and MPF working towards one parent foundation.

Hillcrest Principal provided written report working on draft contract with families for the upcoming school year and would not replace the existing contracts with parents

JK call dropped at 5:28pm

Gravenstein Principal report provided in packet will be looking to update the lottery process for TK

CBO reported new nurse to start after spring break.

JK returned to call at 5:50pm

IV. CONSENT AGENDA

ACTION ITEM

- A. Minutes of Regular Meeting Feb 12, 2019
- B. Minutes of Special Board Meetings Feb 20, 2019 & Feb 27, 2019
- C. Warrants/Payroll
- D. Vote for CSBA Region Delegate
- E. Approve contracts with enrichment providers:
 - 1. Mark Bradski (Mr. Science) Tri 3 \$16,200
 - 2. Spencer Burrows (Music) Tri 3 \$5,499.56
 - 3. Christine Cramer (Art) Tri 3 \$7,140
 - 4. Kristina Dorman (Visual Arts) Tri 3 \$1,760.00
 - 5. Paige Dumont (Coach Paige/Athletic movement) Tri 3 \$5,049.98
 - 6. Margo Perin (Poetry) Tri 3 \$5,400.00
 - 7. Nancy Prebilich (Drama) Tri 3 \$5,040.00
- F. Approve Individual Service Agreement with ANOVA Center for Education

Removed Feb 20, 2019 board minutes to allow for a correction.

Motion to approve Consent agenda: Motion AK Second JK vote 4-0

Motion to approve corrected Feb 20, 2019 board minutes Motion GA Second AK vote 4-0

V. GENERAL

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

A. Consider Next Steps in Rollout of Enrich! to All District TK-8th in 2019-20

Background:

At the Dec 12, 2018 GUSD Board meeting, the Board took action to approve the expansion of the Enrich! program to all District students, TK-8th grades, beginning in 2019-20.

The Board will receive reports from staff and input from stakeholders as we prepare for the rollout of the Enrich! program to all GUSD students beginning in 2019-20. The Board may give staff direction and take action on items that require Board approval (e.g. marketing; hiring; purchases of curriculum or equipment over \$15,000).

-Principal. reports on staff collaboration (e.g. ERD, Staff mtgs)

Board will be asked to give direction on marketing next steps

Discussion was held on status of Enrich! For all rollout. No action taken at this time.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Discuss and Consider Approval for Hiring of Interim Superintendent

Discuss steps to be taken and process for the selection of an Interim Superintendent for the GUSD to serve until June 30, 2019.

Administration provided updated proposal with two options. Board went into closed session at 6:58 and returned to open session at 7:10

Discussion was held regarding the two different options Teachers present supported Option A and Administration supported option A as well.

Motion to approve option A and hire an Interim Superintendent

Action taken/comments:

Motion JK Second AK Vote 4-0

JK left meeting to return to GUSD field trip 7:40

Discussion regarding interim candidates to be held during closed session.

C. Approve creation and posting of a job description for the hiring of the next Superintendent of the Gravenstein Union School District

Approve the posting of a job description and create a timeline. Discuss the creation of a hiring committee to lead the search for the new Superintendent of the GUSD.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

SS provided handout on services provided by SCOE.

Motion to move forward with the creation and posting of a job description and to secure a bid from SCOE to lead the hiring process.

Action taken/comments:

Motion __SS__ Second __AK__ Vote __3-0__

D. Review & Approve Second Interim Budget

The Board is asked to approve the Second Interim Budget as presented by the District CBO.

CBO provide a presentation on the Second Interim Budget

Action taken/comments:

Motion __SS__ Second __GA__ Vote __3-0__

E. Approve Single Plan for Student Achievement (SPSA)

The Board will be asked to approve the Single Plan for Student Achievement for the 2018-2019 school year. The SPSA includes grade level goals and strategies developed by the certificated staff and approved by the School Site Council, intended to increase student proficiency in Language Arts and Math.

Board requested consistency in the display of grades, goals, and achievements.

Action taken/comments:

Motion __SS__ Second __GA__ Vote __3-0__

F. Approval of Consolidated Application

The Board will be asked to Approve the Consolidated Application as presented by CBO Wanda Holden.

Action taken/comments:

Motion __SS__ Second __AK__ Vote __3-0__

G. Approval of the District Safety Plan

The Board will be asked to approve the District Safety Plan that was created and approved by the GUSD School Site Council in February 2019.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

Board raised concerns around the active shooter drill and are we proactive enough with speaking with students and parents.

Administration affirmed that we are proactively engaging students and providing information to parents. Assured the board that school safety professionals are working directly with the school on the plan.

Action taken/comments:

Motion __SS__ Second __GA__ Vote __3-0__

H. Consider Adoption of Board Policy – BP 3050 Student Wellness

The board is asked to consider adopting Board Policy 3050, using the latest CSBA template

CBO requested adoption to support our free and reduced lunch as well to prepare for our food services adult.

Action taken/comments:

Motion __SS__ Second __AK__ Vote __3-0__

I. Approve Increase in Substitute Teacher Pay Scale and job classifications that require a substitute

To keep the GUSD competitive with surrounding districts and to deal with the lack of substitutes available to our schools, the Board will be asked to approve an increase in the substitute teacher daily rate. The Board will also be asked to approve the use of certificated substitutes for vital classified jobs when there are absences.

Discussion over amounts needed to keep GUSD competitive in acquiring substitutes.

Motion to approve Full Day \$155, Half Day \$80, and Long Term rates \$160/\$180/\$200

Action taken/comments:

Motion __AK__ Second __GA__ Vote __3-0__

VI. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

GUTA requested we approve item #9 KP to provide the information to the board.

Parent requested that the board look into better ways of reporting items from 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) Conference with Labor Negotiator
District Negotiator: Jim Horn / Gregory Appling
Represented Employees: Gravenstein Union Teachers Assoc.

No action was taken

- 2) Public Employee- Hiring:
1) Teaching Assistant – 1.0 FTE (M. Young)
2) Increase hours of M. Quirke to a 1.0 FTE

Motion to approve 1) Motion SS Second AK vote 3-0

Motion to approve 2) Motion GA Second AK vote 3-0

- 3) Further discussion regarding salary for Gravenstein Principal percentage increase to a 1.0 FTE on the administrative salary schedule that was approved at the February 20th, 2019 GUSD Board Meeting

Motion to make Gravenstein Principal percentage increase to 1.0 FTE affective July 1st 2018. Motion AK Second GA 3-0

- 4) Consider increasing Gravenstein School / District Secretary salary to be commensurate to the employee's job duties and experience
Motion to increase salary retro to beginning of school year Motion AK Second GA Vote 3-0

- 5) Consider increasing Gravenstein School / District Secretary Substitute Stipend
Motion to increase Secretary stipend as requested by Administration
Motion AK second GA Vote 3-0

- 6) Acceptance of Employee Resignations

- 7) Public Employee – Discipline/Dismissal/Release
-Resolution #191203-01- Release Temporary Certificated Staff
-Resolution #191203-02- Non-Reelection of Probationary Certificated Employees

Motion to approve release of Temporary Certificated Staff Motion AK second GA Vote 3-0

Motion to approve non-reelection of Probationary Certificated Employees

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472
Employee #1 Motion GA Second AK Vote 3-0
Employee #2 Motion AK Second GA Vote 3-0

8) Student Discipline Issue

9) Approve MOU with GUTA for approval of Bargaining Unit Members for retroactive approval and acceptance of units
Motion to approve for Employee A Motion AK Second SS vote 3-0
Motion to approve for Employee B Motion GA Second AK vote 3-0

10) Appointment of Interim Superintendent for the remainder of the 2018-2019 school year.

Motion to direct the Board President to speak to the candidates and bring one to the board for a vote following spring break

Motion GA Second AK Vote 3-0

VIII. OPEN SESSION

Returned to open session 9:26pm

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

Listed Above

IX. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: Tuesday, April 9, 2019—5 p.m.

X. ADJOURNMENT

Meeting Adjourned at 9:30pm

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 Keri Pugno, Principal, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

REGULAR GOVERNING BOARD

Monday, March 25, 2019

MEETING AGENDA

5:00 PM

Gravenstein Elementary, Superintendents Office

I. CALL TO ORDER

Steven Schwartz, President
Gregory Appling, Clerk
Jim Horn, Trustee
Alexander Kahn, Trustee
Jennifer Koelemeijer, Trustee

Jennifer Koelemeijer
(J Koelemeijer will be attending remotely at 1756 South St. Anderson, CA 09007 –
Conference Room 1)

Call to order at 5:03pm all present except Alexander Kahn

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. GENERAL

A. Discuss and Consider Approval of the Hillcrest Middle School IT Infrastructure Upgrades

The District Site Committee has reviewed the Proposal from KS Telecom, Inc. and is recommending that the Board approve awarding the project to KS Telecom with the conditions listed in the award letter. The approved award letter is necessary for our application for E-rate funding. The total project cost is \$121,000.00 and E-rate will discount \$45,119.87 for the project. The District expense will be \$75,880.13.

Discussion was held and concerns raised over gear at end points was raised by a parent. Parent directed to speak directly with the school to address concerns and if needed bring to the board at the regularly scheduled board meeting.

Motion to approve proposal from KS at a cost not exceed \$121,000 with understand that we qualify for e-rate \$45,119.87

Action taken/comments:

Motion _JH_____ Second _SS_____ Vote _4-0_____

B. Discuss and Consider Approval of the MOU with the Sonoma County Office of Education for Superintendent Search Services

Updated proposal was provided by SCOE to Board President. Board discussed pros and cons and concerns about confidentiality, the surveys, and listing of the adds.

Motion to approve the MOU including the services as listed in email from John Laughlin dated (Feb 26, 2019) and 10 hours of coaching advertising to emails

Action taken/comments:

Motion SS Second JK Vote 4-0

C. Discuss and Consider Approval of the Superintendent Vacancy Announcement provided by SCOE

Discussion was held over the content of the announcement and timing. GUSD will continue forward with a full-time Superintendent.

Motion to approve the Interim Superintendent to work with board and staff to produce a job announcement to be listed by April 1, 2019 with a close of April 26, 2019

Action taken/comments:

Motion GA Second JK Vote 4-0

Closed session at 6:15

IV. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

V. 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: Discuss and Consider Approval of Employment Contract with Eric Hoppes for Interim Superintendent

Motion to approve contract affective March 25, with edits for grammar add SED and JPA

Action taken/comments:

Motion JH Second JK Vote 4-0

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

- 2) Public Employee- Discuss and consider temporary additional compensation for Principals for assuming various administrative duties previously performed by Superintendent.

Motion to Table

Action taken/comments:

Motion SS Second GA Vote 4-0

Returned to open session 6:52pm

VI. OPEN SESSION

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

VII. FUTURE BOARD MEETINGS:

- I. Next Regular Board Meeting: Tuesday, April 9, 2019—5 p.m.**

VIII. ADJOURNMENT 6:54pm

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 Keri Pugno, Principal, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

Checks Dated 03/01/2019 through 03/31/2019

Board Meeting Date April 9, 2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1700819	03/01/2019	Amanda Curtis	12-8689	Daycare refund		50.00
1700820	03/01/2019	Schwinn, Jennifer P	01-5200	Reimb. Mileage	9.63	
			03-4390	Reimb. imaginary play items	34.76	
			03-5200	Reimb. Mileage	115.53	
			04-5200	Reimb. Mileage	67.40	227.32
1700821	03/01/2019	Parks, Jerie L	04-5950	Reimb.Certified Mail		11.33
1700822	03/01/2019	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2018-19		22.00
1700823	03/01/2019	Office Depot	03-4310	Class supplies Grav and Hillcrest office supplies	42.91	
				Class Supplies-Gorman, Sully and Parks	142.35	
			04-4350	Class Supplies-Gorman, Sully and Parks	69.94	
			04-4390	Class supplies Grav and Hillcrest office supplies	39.03	
				Class Supplies-Gorman, Sully and Parks	37.53	331.76
1701355	03/06/2019	Stephanie Barclay	03-5830	2018-19 Dance Enrichment Tri 2		1,500.00
1701356	03/06/2019	Mark Bradski	03-5830	Science/STEM Classes Instruction Tri 2		3,933.34
1701357	03/06/2019	Christine A. Cramer	03-5830	Art Enrichment Instructor at GES & HMS		510.00
1701358	03/06/2019	Nancy Prebilich	03-5830	2018-19 Drama Enrichment Tri 2		840.00
1701359	03/06/2019	Nancy Ricciardi	03-5830	2018-19 Art Enrichment		4,930.00
1701360	03/06/2019	School and College Legal	01-5200	Review of New Legislation- Workshop	2.50	
			03-5200	Review of New Legislation- Workshop	30.00	
			04-5200	Review of New Legislation- Workshop	17.50	50.00
1701361	03/06/2019	The Great Burro Studios	03-5830	2018-19 Music Enrichment Tri 2	1,399.90	
				2018-19 Music Enrichment Tri 3	66.66	1,466.56
1701362	03/06/2019	The Program, Youth Skill Dev	03-5830	2018-19 Athletic Enrichment Tri 2	2,133.28	
				2018-19 Athletic Enrichment Tri 3	150.00	2,283.28
1701363	03/06/2019	Pugno, Kerilee C	01-4390	"Breakfast Program" food	1.11	
			03-4390	"Breakfast Program" food	12.80	13.91
1701364	03/06/2019	Ally Technology Consulting LLC	01-5840	IT Consultant 2018-19	137.50	
			03-5840	IT Consultant 2018-19	1,650.00	
			04-5840	IT Consultant 2018-19	962.50	2,750.00
1701365	03/06/2019	Peter Bergen	03-5826	4th Grade Enrich! field trip # 0031912		300.00
1701366	03/06/2019	Brookhaven School	04-5828	8th Grade Boys Basketball Tournament		140.00
1701367	03/06/2019	Empire Mine St. Historic Park	03-5826	Empire Mine 4E! Grade FT 4/16-18/2019		80.00
1701368	03/06/2019	Fishman Supply Company	01-4370	District Wide Custodial Supplies	152.59	
			03-4370	District Wide Custodial Supplies	1,831.04	
			04-4370	District Wide Custodial Supplies	1,068.11	3,051.74
1701369	03/06/2019	GCCI INC.	40-6200	Gravenstein Elementary School Phase III		27,665.19

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

ESCAPE ONLINE

Checks Dated 03/01/2019 through 03/31/2019

Board Meeting Date April 9, 2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1701370	03/06/2019	Pacific Gas & Electric	01-5520	Electric and Gas for 2018-19 Gravenstein	274.51	
			03-5520	Electric and Gas for 2018-19 Gravenstein	3,159.73	
			04-5520	Electric and Gas for 2018-19 @ Hillcrest	3,127.47	
				Electric and Gas for 2018-19 Gravenstein	39.51	6,601.22
1701371	03/06/2019	Ane Carla Rovetta	03-5826	Story Teller for Clem Miller ED Center-Brown		225.00
1701372	03/06/2019	Sonoma County Office Of Ed.	01-5812	Envelopes and Visitor Stickers	8.59	
			01-5840	Dark Fiber Install & Maintenance 4 Year Agreement	48.96	
				Schools Connect Consortium 2018-19	597.15	
			01-6400	Dark Fiber Install & Maintenance 4 Year Agreement	720.00	
			03-5812	Envelopes and Visitor Stickers	103.15	
			03-5840	Dark Fiber Install & Maintenance 4 Year Agreement	587.52	
				Schools Connect Consortium 2018-19	7,165.80	
			03-6400	Dark Fiber Install & Maintenance 4 Year Agreement	8,640.00	
			04-5812	Envelopes and Visitor Stickers	60.18	
			04-5840	Dark Fiber Install & Maintenance 4 Year Agreement	342.72	
				Schools Connect Consortium 2018-19	4,180.05	
			04-6400	Dark Fiber Install & Maintenance 4 Year Agreement	5,040.00	27,494.12
1701373	03/06/2019	SyTech Solutions	01-5830	Document Management Services 2018-19	12.53	
			03-5830	Document Management Services 2018-19	150.30	
			04-5830	Document Management Services 2018-19	87.67	250.50
1701374	03/06/2019	U.S. Bank Equipment Finance	01-5631	Copier Lease for Schools and DO for 2018-19	35.28	
			03-5631	Copier Lease for Schools and DO for 2018-19	423.38	
			04-5631	Copier Lease for Schools and DO for 2018-19	246.97	705.63
1702388	03/08/2019	Pugno, Kerilee C	01-4390	"Breakfast Program" food	2.98	
			03-4390	"Breakfast Program" food	34.32	37.30
1702389	03/08/2019	AT&T Calnet 3	01-5911	Gravenstein AT&T CALNET 3 Charges 2018-19	24.56	
			03-5911	Gravenstein AT&T CALNET 3 Charges 2018-19	292.88	

18

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

ESCAPE ONLINE

Checks Dated 03/01/2019 through 03/31/2019

Board Meeting Date April 9, 2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1702389	03/08/2019	AT&T Calnet 3	04-5911	Gravenstein AT&T CALNET 3 Charges 2018-19	145.98	
				Hillcrest AT&T CALNET 3 Charges 2018-19	59.25	522.67
1702390	03/08/2019	BorderLAN, Inc.	03-4340	Border LAN		2,623.00
1702391	03/08/2019	Christine A. Cramer	03-5830	Art Enrichment Instructor at GES & HMS		1,020.00
1703063	03/13/2019	Sposato, Brian H	01-4365	District Fuel	.94	
			03-4365	District Fuel	11.21	
			04-4365	District Fuel	6.54	
			04-4380	Reimb. for Basketball nets	34.72	
			04-4400	Replacement Scoreboard	395.00	448.41
1703064	03/13/2019	AXIA	40-6210	Modernization - Hillcrest Middle Improvements		937.81
1703065	03/13/2019	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2018-19		52.00
1703066	03/13/2019	Nature Bridge	04-5826	All 6th Grade Outdoor Education 2018-19		16,712.25
1703067	03/13/2019	Protech Projection Systems	03-4440	ELMO Teacher Special Combo	950.42	
				Unpaid Tax	71.42-	879.00
1703068	03/13/2019	Recology Sonoma Marin	01-5560	Recology-Gravenstein	31.05	
			03-5560	Recology-Gravenstein	357.06	
			04-5560	Recology-Hillcrest	216.72	604.83
1703069	03/13/2019	School Nurse Supply, Inc	04-4390	School Nurse Supplies- Hillcrest		17.15
1703070	03/13/2019	Verizon	01-5912	Sup't Phone & Tablet Service for 2018-19	5.06	
			03-5912	Sup't Phone & Tablet Service for 2018-19	60.74	
			04-5912	Sup't Phone & Tablet Service for 2018-19	35.43	101.23
1703071	03/13/2019	Blanco Navarro, Sergio	04-5826	Food for Monterey Bay Trip		251.36
1703072	03/13/2019	Office Depot	01-4350	District and BTB Supplies	2.27	
				District Office Supplies	5.67	
			01-4359	Instructional Supplies for Grav Elem/Grav First	107.71	
			01-4390	District and BTB Supplies	3.68	
				Ice Packs for Nurse Station	7.44	
			03-4310	Class supplies- GSF funds	92.85	
			03-4350	District and BTB Supplies	27.30	
				District Office Supplies	68.12	
			03-4390	District and BTB Supplies	43.97	
				Ice Packs for Nurse Station	85.53	
			04-4310	Class supplies- GSF funds	85.27	
				STEAM Supplies- Hillcrest-Rich	403.28	
			04-4350	District and BTB Supplies	15.92	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

ESCAPE ONLINE

Checks Dated 03/01/2019 through 03/31/2019

Board Meeting Date April 9, 2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1703072	03/13/2019	Office Depot		District Office Supplies	39.73	
			04-4390	District and BTB Supplies	25.64	
			12-4390	District and BTB Supplies	26.41	
			13-4390	Lunch Room Supplies	467.28	1,508.07
1704025	03/15/2019	Luci Stone	04-5826	Refund- Did not go on trip		150.00
1704026	03/15/2019	Candau, Deborah A	03-4310	Adaptive Learning -Reimb		160.00
1704027	03/15/2019	All-Guard Alarm Systems, Inc	03-5800	Install loop extender at Grav.		374.37
1704028	03/15/2019	Ernesto Aubin	04-5880	Referee 7/8 Grade Boys Basketball		70.00
				3/4/2019		
1704029	03/15/2019	Fishman Supply Company	01-4370	Gravenstein Custodial Supplies	5.60	
			03-4370	Gravenstein Custodial Supplies	64.03	69.63
1704030	03/15/2019	Monterey Bay Aquarium	04-5826	7th Grade Monterey Field Trip		285.00
1704031	03/15/2019	Pepperwood Foundation Attn: Finance	03-5826	All 3rd Grade Pepperwood Preserve		1,900.00
1704032	03/15/2019	Pitney Bowes	01-5950	Postage for Postage Meter	42.56	
			03-5950	Postage for Postage Meter	510.58	
			04-5950	Postage for Postage Meter	297.84	850.98
1704033	03/15/2019	Recology Sonoma Marin	04-5560	Recology-Hillcrest debris box		149.93
1704034	03/15/2019	School and College Legal	01-5823	2018-19 Legal Services Beyond Retainer Jan-June	110.00	
			03-5823	2018-19 Legal Services Beyond Retainer Jan-June	1,320.00	
			04-5823	2018-19 Legal Services Beyond Retainer Jan-June	770.00	2,200.00
1704035	03/15/2019	Southern Oregon University	04-5826	Lodging/Meals for Shakespeare Festival 2018		17,897.00
1704036	03/15/2019	Exploratorium	03-5826	All 5th Gr FT on 3/27/2019		935.00
1704037	03/15/2019	West County Transportation	01-5804	Special Ed RSY Transportation 2018-2019		1,723.25
1704038	03/15/2019	Sposato, Brian H	01-4380	Reimb. maintenance materials	4.85	
			03-4380	Reimb. maintenance materials	58.22	
			04-4380	Reimb. maintenance materials	33.96	97.03
1704039	03/15/2019	Blanco Navarro, Sergio	04-5826	Reimb. Hometown Buffet		1,150.50
1704040	03/15/2019	Perez-Atwell, Eva A	01-5201	Mileage	3.73	
			03-5201	Mileage	44.75	
			04-5201	Mileage	26.01	74.49
1704041	03/15/2019	Alpha Analytical Laboratories,	01-5630	Water testing for Gravenstein	2.56	
			03-5630	Water testing for Gravenstein	29.44	
			04-5630	Water testing for Hillcrest	32.00	64.00
1704042	03/15/2019	Clover-Stornetta Farms Inc.	13-4700	Milk Purchases 2018-19		121.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

Checks Dated 03/01/2019 through 03/31/2019

Board Meeting Date April 9, 2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1704043	03/15/2019	Empire Mine St. Historic Park	03-5826	Empire Mine 4E! Grade FT 4/16-18/2019		208.00
1704044	03/15/2019	Office Depot	01-4359	Instructional Supplies for Grav Elem/Grav First	62.50	
			04-4310	STEAM Supplies- Hillcrest-Rich	45.09	
1704045	03/15/2019	Weeks Drilling & Pump Co. Inc.	04-4350	School Secretary Supplies-Hillcrest	59.15	166.74
1704653	03/20/2019	Kim Bradley	04-5530	Hillcrest Water Service for 2018-19		388.93
1704654	03/20/2019	Alpha Analytical Laboratories,	04-8699	Refund-Monterey Trip		160.00
			01-5830	Water testing for Gravenstein	6.56	
			03-5830	Water testing for Gravenstein	75.44	
			04-5830	Water testing for Hillcrest	109.00	191.00
1704655	03/20/2019	MCI Comm Service	12-5911	Daycare Phone Line for 2018-19		13.71
1704656	03/20/2019	Office Depot	01-4359	Instructional Supplies for Grav Elem/Grav First	169.58	
			04-4310	Instructional Supplies for Hillcrest	241.59	411.17
1704657	03/20/2019	Safeway	12-4390	Daycare Supplies & Snacks for 2018-19		209.15
1704658	03/20/2019	ACSIG	01-9573	Employee's Dental Plan Coverage 2018-19		8,013.20
1704659	03/20/2019	Anova Education		Cancelled Special Ed Services		7,733.49 *
		Cancelled on 03/27/2019				
1704660	03/20/2019	Business Card	01-4310	Instructional Supplies	171.50	
			01-4362	Fuel for Dist. Maint.	.75	
			01-5560	Waste Disposal	13.80	
			01-5869	Finance Charge	27.63	
			03-4362	Fuel for Dist. Maint.	9.01	
			03-4380	District Maint Supplies	223.84	
			03-5560	Waste Disposal	1.20	
			04-4310	Hillcrest Student Body	138.15	
			04-4362	Fuel for Dist. Maint.	5.26	
			04-4380	District Maint Supplies	54.30	
			13-4390	Dist. Maint. Supplies	11.93	
				District Maint Supplies	19.46	
				Food Service Supplies	78.20	755.03
1704661	03/20/2019	California's Valued Trust	01-9572	Employee's CVT Health Plan Coverage 2018-19		42,878.00
1704662	03/20/2019	Santa Rosa City Schools	13-4710	Lunch Program for 2018-19		7,239.00
1704663	03/20/2019	US Cutter Inc	04-4310	Stream Lab Supplies - McDowell		104.39
1704664	03/20/2019	West County Transportation	03-5826	Bus for K Discovery - Rohnert Park		294.12
				Gymnastics		
1705335	03/22/2019	Michael Iraola	03-5826	Reimb. firewood		108.25

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

Checks Dated 03/01/2019 through 03/31/2019

Board Meeting Date April 9, 2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
1705336	03/22/2019	Richard Giordanella	03-5826	Reimb. food for Fort Ross		
1705337	03/22/2019	Sposato, Brian H	01-4380	Reimb maint. supplies	21.77	424.32
			03-4380	Reimb maint. supplies	261.25	
			04-4380	Reimb maint. supplies	152.39	435.41
1705338	03/22/2019	Anova Education	01-5100	Special Ed Services	1,365.05	
			01-5810	Special Ed Services	3,208.01	4,573.06
1705339	03/22/2019	Tony Corsello	04-5880	Basketball Referee 3/13/2019		70.00
1705340	03/22/2019	GCCI INC.	40-6200	Gravenstein Elementary School Phase III		9,221.73
1705341	03/22/2019	Sunworks	01-6200	Solar Photovoltaic Design & Installation Contract	1,019.33	
			03-6200	Solar Photovoltaic Design & Installation Contract	3,362.04	
			04-6200	Solar Photovoltaic Design & Installation Contract	3,648.81	
			40-6200	Solar Photovoltaic Design & Installation Contract	6,172.32	14,202.50
1705342	03/22/2019	Rourke Theiller	04-5880	Referee for Basketball 3/11/2019		70.00
1705343	03/22/2019	Weeks Drilling & Pump Co. Inc.	01-5530	Gravenstein Elem Water Service for 2018-19	18.40	
N			03-5530	Gravenstein Elem Water Service for 2018-19	211.60	230.00
N						

Total Number of Checks 81 237,521.36

	Count	Amount
Cancel	1	7,733.49
Net Issue		229,787.87

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	32	61,060.34
03	Gravenstein Elementary Charter	48	56,400.31
04	Hillcrest Middle Charter	41	60,091.45
12	Child Development Fund	4	299.27
13	Cafeteria Fund	6	8,010.87
40	Special Reserve-capital Proj	4	43,997.05

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

Checks Dated 03/01/2019 through 03/31/2019 Board Meeting Date April 9, 2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
			Total Number of Checks	80	229,859.29	
			Less Unpaid Tax Liability		71.42	
			Net (Check Amount)		<u>229,787.87</u>	

Includes checks for only Bank Account COUNTY

23

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. (Limited to Checks issued from the COUNTY bank account.)

Gravenstein Union School District
March Payroll Report

April 9, 2019 Regular Board Meeting

Certificated Salary & Benefits

Regular: \$	424,863.85
Supplemental: \$	13,138.55

Classified Salary & Benefits

Regular: \$	105,497.04
Supplemental: \$	8,965.27

Total Salary & Benefits

\$	552,464.71
----	------------

Changes Since Second Interim

FUND: General Fund 01, 03 & 04
Combined

		Second Interim	Budget Revisions since 2nd Interim	1st Interim to Second Interim
		2018-2019	2018-2019	Change
Revenue				
	Object Codes			
				-
LCPF Sources	8010-8099	6,524,253	6,524,253	-
Federal	8100-8299	176,030	176,030	-
Other State	8300-8599	579,938	579,938	-
Other Local	8600-8799	574,755	574,755	-
Total Revenue		7,854,976	7,854,976	-
Expenditures				
Certificated Salaries	1000-1999	3,889,038	3,911,508	22,470
Classified Salaries	2000-2999	649,297	667,028	17,731
Employee Benefits	3000-3999	1,716,955	1,717,799	844
Books and Supplies	4000-4999	449,975	449,975	-
Services and other operating expenses	5000-5999	1,357,682	1,367,682	10,000
Capital Outlay	6000-6999	461,966	461,966	-
Other Outgo	7100-7499	16,500	16,500	-
Total Expenditures		8,541,413	8,592,458	51,045
Excess (Deficiency)		(686,436)	(737,482)	51,045
Transfers In	8910-8929			-
Transfers Out (enter as negative)	7610-7629	(960,004)	(960,004)	-
Other Sources	8930-8979	-	-	-
Other Uses (enter as negative)	7630-7699	-	-	-
Total Transfers/Other Uses		(960,004)	(960,004)	-
Net Increase (Decrease)		(1,646,440)	(1,697,486)	(51,045)
Fund Balance				
Beginning Balance		8,144,404	8,144,404	
Audit Adjustment(s)				
Net Ending Balance		6,497,964	6,446,918	(51,045)

*Hire Interim Superintendent, Change FTE for Principal, Adj Stipends
District Secretary step placement, subcaller stipend, classified subs
Change due to salary adjustments*

MOU for Supt Search & Mentoring Services

IV.C

**MEMORANDUM OF UNDERSTANDING
SPECIAL EDUCATION SERVICES**

This Memorandum of Understanding ("MOU") is dated for identification purposes as of March 26, 2019 and is entered into by and between Gravenstein Union School District (GUSD) and West Sonoma County Union High School District (WSCUHSD).

RECITALS

1. By means of this MOU, the parties wish to establish a fee for speech services provided by a WSCUHSD Credentialed School Nurse to be delivered at GUSD.

GENERAL PROVISIONS

1. Services. School Nurse services to be delivered in accordance with the health and IEP needs at GUSD. This service will include student screening, assessment, direct and consultation service, report writing and IEP attendance as assigned by the GUSD administrators.

2. Term. Provider shall commence providing services under this MOU March 26, 2018 and will continue through June 6, 2019. This MOU may be renewed for an additional term upon written agreement by all parties.

3. Cost agreements:

GUSD agrees to pay a fee of **\$567.00** per day for 19 school days for a total not to exceed **\$10,773.00**. One school day is 7.5 hours.

4. Termination. This MOU is subject to termination upon thirty (30) days written notice to the either party. Each agency (district or GUSD) shall notify the other of termination in writing.

5. Hold Harmless: GUSD agrees to and does hereby indemnify, hold harmless and defend WSCUHSD and its officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct of WSCUHSD or its officers, employees or agents.

WSCUHSD agrees to and does hereby indemnify, hold harmless and defend GUSD and its officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of

any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct of GUSD or its officers, employees or agents.

7. Compliance with Applicable Laws. WSCUHSD agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to WSCUHSD or its business, equipment, and personnel engaged in operations covered by this MOU or accruing out of the performance of such operations.

8. Entire Agreement/Amendment. This MOU and any attachments constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties.

9. Notice. All notices or demands to be given under this MOU by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

GUSD
3840 Twig Avenue
Sebastopol, Ca. 95472

WSCUHSD/Consortium
462 Johnson Street
Sebastopol, Ca. 95472

10. Severability. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

11. Governing Law. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Sonoma County, California and no other county.

12. Authority. Each individual executing this MOU, or its counter part, on behalf of the respective party thereto, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she represents.

Attached Memorandum outlines specific details of service and cost estimate.

THIS AGREEMENT IS ENTERED INTO THIS DAY OF May 15, 2018

GUSD

By: 
Signature

Eric Hoppes

~~Jennifer Schwinn~~

Interim Superintendent

Title

WSCUHSD/Consortium

By: 
Signature

Kathryn Davy

3/26/19

Director

Measure M Bond
\$3,000,000
Issued
May 2013

And

Measure M Bond
\$3,000,000
Issued May 2015

Continuing Disclosure Annual Report

Fiscal Year ended
June 30, 2018

Table of Contents

I.	Introduction	3
II.	Audited Financial Statements	3
III.	Adopted Budget	3
IV.	Average Daily Attendance	3
V.	Pension Plan Contributions	4
VI.	Short-Term Borrowing	4
VII.	Lease Obligations	4
VIII.	Long-Term Obligations	4
IX.	General Fund Revenues and Expenditures from Audited Financial Statements	6
X.	General Fund Revenues and Expenditures from Adopted Budget 2018-19	7
XI.	Secured Tax Charges and Delinquencies	8
XII.	Assessed Valuation and Largest Local Secured Taxpayers	8

I. Introduction

The Gravenstein Union School District (“District”) hereby provides its continuing disclosure annual report pursuant to the Continuing Disclosure Agreements in connection with the following financing for the fiscal year ended June 30, 2018 (“Annual Report”):

Exhibit 1 Financings Gravenstein Union School District	
Base CUSIP	Financing
389062	General Obligation Bonds, Election of 2012, Series A
	General Obligation Bonds, Election of 2012, Series B

II. Audited Financial Statements

The District’s audited financial statements for the fiscal year ended June 30, 2018 have been submitted separately to EMMA (Electronic Municipal Market Access).

III. Adopted Budget

The District’s adopted budget for fiscal year 2018-19 has been submitted separately to EMMA (Electronic Municipal Market Access).

IV. Average Daily Attendance

The following exhibit displays Average Daily Attendance for the District.

Exhibit 2 Average Daily Attendance Gravenstein Union School District	
Fiscal Year	Average Daily Attendance
2017-18	703.39

⁽¹⁾ Second Period Report, does not include the County supplement
Source: Gravenstein Union School District, Audited Financial Statement dated June 30, 2018

V. Pension Plan Contributions

See the District’s audited financial statements for fiscal year ended June 30, 2018, which have been submitted separately to EMMA, for information regarding pension plan contributions to California State Teachers’ Retirement System (CalSTRS) and California Public Employees’ Retirement System (CalPERS) for the preceding fiscal year.

VI. Short-Term Borrowing

During the year ended June 30, 2018, the District did not have any short term borrowing.

Source: Gravenstein Union School District Audited Financial Statements dated June 30, 2018.

VII. Lease Obligations

The District has entered into various operating leases for copiers with lease terms in excess of one year. None of these agreements contain purchase options. All agreements contain a termination clause providing for cancellation after a specified number of days written notice to lessors, but it is unlikely that the District will cancel any of the agreements prior to the expiration dates.

Source: Gravenstein Union School District Audited Financial Statements dated June 30, 2018.

VIII. Long-Term Obligations

Changes in Long-Term Debt

The following is a summary of changes in long-term debt:

Exhibit 5					
Changes in Long Term Debt					
Gravenstein Union School					
	Balances July 1, 2017	Additions	Deductions	Balances June 30, 2018	Due within One Year
General Obligation Bonds	\$6,422,000		\$ 170,000	\$ 6,252,000	\$ 108,000
Bond Premium	252,080		10,050	242,030	10,050
Compensated Absences	13,325	20,515	13,252	20,515	20,515
Other Post Employment Benefits	1,812,843	283,473	25,350	2,070,966	
Net Pension Liability-CalSTRS	5,505,293	339,616		5,844,909	
Net Pension Liability – CalPERS	943,044	180,524		1,123,568	
Totals	<u>\$14,948,585</u>	<u>\$ 824,128</u>	<u>\$218,725</u>	<u>\$15,553,988</u>	<u>\$ 138,565</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2018, Note 10, page 52.

Bonded Debt

The outstanding general obligation bonded debt is as follows:

Exhibit 6							
Bonded Debt							
Gravenstein Union School District							
Issue Date	Interest Rate %	Maturity Date	Amount of Original	Outstanding July 1, 2016	Issued in Current Year	Redeemed in Current Year	Outstanding June 30, 2018
2012	3.20	2024	1,105,000	732,000	0	95,000	637,000
2013	2.00-4.00	2044	3,000,000	2,690,000	0	5,000	2,685,000
2015	2.00-5.00	2043	3,000,000	<u>3,000,000</u>	<u>0</u>	<u>70,000</u>	<u>2,930,000</u>
Totals			<u>\$7,105,000</u>	<u>\$6,422,000</u>	<u>\$ 0</u>	<u>\$ 170,000</u>	<u>\$6,252,000</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2018, Note 6, page 37.

IX. General Fund Revenues and Expenditures from Audited Financial Statements

**Exhibit 7
General Fund Revenues and Expenditures
from FY 2017-18 Audited Financial Statements
Gravenstein Union School District**

	<u>Actual</u>
REVENUES	
LCFF Sources	
State Apportionment	\$ 4,693,216
Local Sources	<u>2,925,098</u>
Total LCFF Sources	7,618,314
Federal Source	184,747
Other State Sources	1,014,560
Other Local Sources	<u>614,422</u>
Total Revenues	<u>9,432,043</u>
EXPENDITURES	
Certificated Salaries	3,856,510
Classified Salaries	635,156
Employee Benefits	1,601,618
Books and Supplies	189,785
Services and Other Operating Expenditures	905,194
Capital Outlay	11,910
Other Outgo	<u>11,800</u>
Total Expenditures	<u>7,211,973</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,220,070
Net Financing Sources (Uses)	<u>(2,087,656)</u>
Net Increase (Decrease) in Fund Balance	132,414
Fund Balance – Beginning	9,342,526
Fund Balance – Ending	<u>\$ 9,474,940</u>

Source: Gravenstein Union School District Audited Financial Statement dated June 30, 2018, page 57

X. General Fund Revenues and Expenditures from Adopted Budget

**Exhibit 8
FY 2018-19 General Fund Adopted Budget
Gravenstein Union School District**

	Adopted Budget
REVENUES	
LCFF Sources	\$ 6,243,919
Federal Source	163,519
Other State Sources	632,250
Other Local Sources	<u>379,797</u>
Total Revenues	<u>7,419,485</u>
EXPENDITURES	
Certificated Salaries	3,792,453
Classified Salaries	623,990
Employee Benefits	1,663,196
Books and Supplies	231,209
Services and Other Operating Expenditures	1,440,882
Capital Outlay	25,000
Other Outgo	<u>16,500</u>
Total Expenditures	<u>7,793,230</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(373,745)
Net Financing Sources (Uses)	<u>(44,937)</u>
Net Increase (Decrease) in Fund Balance	(418,682)
Fund Balance – Beginning	<u>6,205,440</u>
Fund Balance – Ending	<u>\$ 5,786,758</u>

Source: Gravenstein Union School District 2018-19 Adopted Budget

XI. Secured Tax Charges and Delinquencies

Sonoma County does not report secured tax charges and delinquencies for individual districts. The County operates a Teeter Plan and it has not changed.

XII. Assessed Valuation

The exhibit below shows the assessed valuation of taxable properties in the District.

Exhibit 11			
Assessed Valuations			
Gravenstein Union School District			
Fiscal Year	Local Secured	Unsecured	Total
2018-19	\$922,274,230	\$12,524,117	\$934,798,347

Source: California Municipal Statistics, Inc.

Exhibit 12			
Largest 2018-19 Local Secured Taxpayers			
Gravenstein Union School District			
Property Owner	Primary Land Use	Assessed Valuation	% of Total (1)
1. Hall Sonoma Vineyard, LP	Vineyard	\$ 7,644,068	0.83%
2. Vidinsky Gravenstein LLC	Warehouse	\$ 6,002,948	0.65
3. Pinot Hill LLC	Vineyards	\$ 3,925,679	0.43
4. Edward A. & Jessica Green	Residence	\$ 3,058,980	0.33
5. Michael W. & Linda Sutliff	Residence	\$ 2,851,625	0.31
6. William D. Grasse, Trust	Residence	\$ 2,753,973	0.30
7. Steven T. & Helen C. Mosiman, Trust	Residence	\$ 2,229,589	0.24
8. Kate R. Schaffner, Trust	Residence	\$ 2,187,040	0.24
9. Susan Jean & William Louis Wenks, Jr., Trust	Residence	\$ 2,183,357	0.24
10. Carol Ann Molln	Residence	\$ 2,100,000	0.23
11. Dara Rip Trust	Residence	\$2,097,287	0.23
12. Hunter Wade	Residence	\$1,938,000	0.21
13. Giel & Marie Witt	Residence	\$1,927,581	0.21
14. Grow Gardens LLC	Residence	\$1,832,470	0.20
15. Gus R. & Tina L. Golobe	Residence	\$1,831,159	0.20
16. Barbara Anne Buck, Trust	Residence	\$1,825,677	0.20
17. Guggiana Family	Vineyards	\$1,766,883	0.19
18. Steven O. Sidener	Residence	\$1,766,239	0.19

19. Christopher M. and Elizabeth Lewis Hall	Residence	\$1,683,000	.18
20. Jerri and Robin McNeill	Residence	\$1,651,676	.18

(1) 2018-19 Local Secured Assessed Valuation: \$922,274,230

Source: California Municipal Statistics, Inc.

38

Williams Settlement Quarterly Uniform Complaint Report - January 1, 2019 - March 31, 2019

Education Code §35186(d): A school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

* Required

Name of District

Gravenstein Union School District



ING

Name and Title of Person Reporting *

Renee Lott District Secretary

Phone Number *

7078235361

Email Address *

rlott@grav.k12.ca.us

INSTRUCTIONAL MATERIALS

- There were 0 complaints received during this quarter.
- YES, there were complaints, there were complaints resolved and/or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

39



TEACHER VACANCY AND/OR MISASSIGNMENT *

There were 0 complaints received during this quarter

YES, there were complaints, there were complaints resolved and/or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

FACILITIES *

There were 0 complaints received during this quarter

YES, there were complaints, there were complaints resolved and/or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

CAHSEE Intensive Instruction and Services *

There were 0 complaints received during this quarter

YES, there were complaints, there were complaints resolved/and or there were complaints unresolved - please give detailed information below by listing each complaint and associated solution

INSTRUCTIONAL MATERIALS

Complaint Details

Your answer



TEACHER VACANCY AND/OR MISASSIGNMENT

Complaint Details

Your answer

FACILITIES

Complaint Details

Your answer

CAHSEE Intensive Instruction and Services

Complaint Details

Your answer

SUBMIT

Never submit passwords through Google Forms.

This form was created inside of Sonoma County Office of Education. [Report Abuse](#) - [Terms of Service](#)

Google Forms

41



**Gravenstein Union School District
Board Policy 5144.1c - Charters
Temporary Removal and Removal of Students from
Gravenstein Elementary and Hillcrest Middle Charter
Schools**

Students

The Governing Board desires to provide charter school students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the Standards of Behavior expected of charter school students and the processes and procedures for temporary removal and removal of students from the charter schools.

To correct the behavior of any student who is subject to temporary removal or removal, the Superintendent or designee, to the extent reasonably possible, shall first use alternative disciplinary strategies except in cases of chronic violations or a serious violation of the Standards of Behavior.

A "serious violation" means any violation of the Standards of Behavior that is grounds for a mandatory expulsion recommendation, imminently threatens the safety of students or staff, or substantially disrupts the learning/teaching process for students and teachers within the classroom and/or school.

District staff shall enforce the Standards of Behavior fairly, consistently, and in accordance with the District's nondiscrimination policies.

The Governing Board shall provide for the fair and equitable treatment of students facing removal from school. The decision to remove a student from the charter conversion schools will be made by the Superintendent and, as provided by regulation, may be appealed to the Governing Board.

ADOPTED: January 8, 2014

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, CA**

Gravenstein Union School District Administrative Regulation 5144.1c – Charters Temporary Removal and Removal of Students from Gravenstein Elementary and Hillcrest Middle Charter Schools

DEFINITIONS

Board means the Governing Board of the Gravenstein Union School District

Day means a calendar day unless otherwise specifically provided.

District means Gravenstein Union School District

Expulsion means permanent, indefinite dismissal of a student from Gravenstein Union School District pursuant to BP/AR 5144.1.

Parent means a student's parent(s) or legal guardian(s).

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated employee specifically designated by the superintendent or principal, verbally or in writing, to assist with disciplinary procedures.

Removal means indefinite dismissal of a student from Gravenstein Elementary and Hillcrest Middle Charter Conversion Schools.

School(s) means Gravenstein Elementary and/or Hillcrest Middle Charter Conversion Schools.

School Day means a day upon which the Schools are in session or weekdays during the summer recess.

Standards of Behavior mean the "Grounds for Temporary Removal and Removal" specified in this AR 5144.1 and any school rules established by the Board.

Temporary Removal means dismissal of a student from School for a specified amount of time, but less than 3 trimesters.

School property includes, but is not limited to, electronic files and databases.

NOTICE OF STANDARDS OF BEHAVIORS AND DISCIPLINE PROCEDURES

At the beginning of each school year, the principal of each School shall ensure that all students and parents are notified in writing of all Standards of Behavior and related disciplinary

procedures. The School/Family Compact shall be sent home to families at the beginning of each school year and upon any student's initial enrollment. Beginning with the 2014-15 school year, the School/Family Compact shall include the link to the District's website where all policies and regulations concerning student discipline are posted. Upon request, a copy of AR 5144.1, AR 5144.1 – Charters, and any other student discipline policy or regulations shall be provided to any parent.

STANDARDS OF BEHAVIOR - GROUNDS FOR TEMPORARY REMOVAL AND REMOVAL

Any student, including a student with disabilities, shall be subject to temporary removal and removal for violation of the Standards of Behavior below; however, paragraphs 20, 21, and 22 shall apply only to a student in any of grades 4 to 12.

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell a controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5.

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

12. Knowingly received stolen school property or private property.

13. Possessed an imitation firearm. Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

14. Committed or attempted to commit a sexual assault as defined in Penal Code section 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code section 243.4.

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purposes of preventing that student from being a witness and/or retaliating against that student for being a witness.

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

17. Engaged in, or attempted to engage in, hazing. Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.

18. Made terrorist threats against school officials and/or school property, A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.

19. Engaged in "bullying" which means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in paragraphs 20, 21, or 22, below, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Electronic act” means the creation and transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- (A) A message, text, sound, or image.
- (B) A post on a social network Internet Web site including, but not limited to:
 - (1) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed above.
 - (2) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (3) Creating a false profile for the purpose of having one or more of the effects listed above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- (C) An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

“Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

20. Committed sexual harassment. Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment.

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, Hate violence means any act punishable under Penal Code section 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's statutory rights or state or federal constitutional rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics.

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment,

23. Any ground for suspension or expulsion as specified in the California Education Code as from time-to-time amended.

24. Excessive tardiness or absenteeism which is not the result of student's illness or injury or other excusable reason as determined by the Principal or designee. Excessive tardiness means 15 or more late arrivals, of 30 minutes or more, to school or class per trimester. Excessive absenteeism means 15 or more absences from school or class per trimester. After a student has been tardy 10 times, in excess of 30 minutes or more, or had 10 unexcused absences during a trimester, an attempt will be made to have a parent-teacher-administrator conference.

25. Any chronic violation or a serious violation of the Standards of Behavior or rules specified in the GUSD School/Family Compact or GUSD Student Handbook.

SCHOOL OR SCHOOL ACTIVITIES

A student may be temporarily removed or removed for any violation of the Standards of Behavior if the violation is related to school activity or school attendance occurring within any school in the District or within any other school district, at any time, including, but not limited to, the following:

1. While on school grounds,
2. While going to or coming from school,
3. During the lunch period, whether on or off the school campus, and
4. During, going to, or coming from a school-sponsored activity.

TEMPORARY REMOVAL FROM CLASS

A teacher may temporarily remove any student from his/her class for the remainder of the day and the following day for any violation of the Standards of Behavior.

The teacher shall promptly report in writing the temporary removal to the principal or designee, specifying the reason(s) for and length of the removal, and send the student to the principal or designee for appropriate action. If the principal or designee determines that the student shall remain at school, he or she shall arrange appropriate supervision.

The teacher shall promptly ask the student's parent to attend a parent-teacher conference as soon as possible regarding the temporary removal from class. The teacher shall notify the principal or designee upon confirmation of the date and time of the teacher-parent conference. A school administrator shall attend the conference if either the parent or teacher so requests.

The teacher of any class from which a student is removed shall require the student to complete any assignments and tests missed during the removal.

TEMPORARY REMOVAL OR REMOVAL FROM SCHOOL BY SUPERINTENDENT, PRINCIPAL, OR DESIGNEE / RECOMMENDATION FOR EXPULSION

A teacher or other school employee may refer a student to the principal or designee for temporary removal or removal from school for any violation of the Standards of Behavior.

A principal or designee may temporarily remove a student from school for up to ten (10) consecutive school days but not more than 20 school days in any school year for any violation of the Standards of Behavior. The principal or designee shall promptly notify the Superintendent in writing of any temporary removal of a student from school.

A principal or designee may refer a student to the Superintendent for temporary removal in excess of ten (10) consecutive school days or in excess of 20 school days in any school year, removal, or expulsion for any violation of the Standards of Behavior.

The Superintendent may temporarily remove, extend a temporary removal, remove, or recommend a student for expulsion for any violation of the Standards of Behavior.

Temporary removals, extension of temporary removals, removals and recommendations for expulsion shall be in accordance with the following procedures.

1. **Principal/Designee's Informal Conference:** Before a temporary removal, the principal or designee shall conduct an informal conference with the student and, whenever practicable, the teacher or school employee who referred the student. At the conference, the student shall be informed of the reason(s) for the referral, presented with the allegations and supporting evidence against him/her, and given the opportunity to respond.

The informal conference may be omitted if the principal/designee determines that an emergency situation exists involving an imminent danger to the lives, safety, or health of students or school staff. If a student is temporarily removed without an informal conference, both the parent and student shall be notified of the student's right to return to school for the informal conference. The principal/designee shall schedule the informal conference within two school days, unless the student waives the right to an informal conference or is physically unable to attend for any reason. In the case of inability to attend, the conference shall be held as soon as practicable after the student is physically able to return to school or participate by phone.

2. Superintendent's Conference: The Superintendent shall promptly schedule a meeting with the student, the parent, and whenever practicable the principal and/or teacher or school employee who made the original disciplinary referral if:

- a. A student is to be temporarily removed for a period in excess of ten (10) consecutive school days or 20 school days in any school year;
- b. A temporary removal is to be extended to a total period in excess of ten (10) consecutive school days or 20 school days in any school year; or
- c. A student is to be removed from school.

At the conference, the student shall be informed of the reason(s) for the referral, presented with the allegations and supporting evidence against him/her, and given the opportunity to respond. The Superintendent's conference may be conducted concurrently with the principal/designee's informal conference.

3. Notice to Parents/Guardians:

- a. Referral - At the time of the referral for temporary removal or removal, a reasonable effort shall be made to contact the parent by telephone, email, or in person.
- b. Decision - Within two school days after the informal conference or Superintendent's conference, the principal or designee or the Superintendent shall notify the parent in writing of the cause(s) for any temporary removal, extension of temporary removal or removal ("Removal Notice") and, if applicable, the date and time when the student may return to school or, as provided in paragraph 4, below, the right to file a Notice of Appeal within ten (10) days. The Removal Notice shall be mailed to the parent's home address, personally delivered or, at the parent's request, emailed. A student will not be denied readmission solely because the parent failed to attend an informal conference.

4. Other Corrective Measures:

In case of a temporary removal by the principal/designee or the Superintendent, provided the student does not pose a danger or threat to the safety of staff, students, or property, the Superintendent, for all or part of a temporary removal period, may do any one or more of the following in accordance with applicable law, policies and regulations:

1. Direct that specific services be provided to the student,
2. Assign the student to an on-site temporary removal classroom supervised by a teacher or administrator, or
3. Notify the parent of programs designed to help the student correct his/her behavior and be successful in school,

5. Appeal to Board - If the Superintendent extends a temporary removal to a total of eleven (11) or more consecutive school days or 20 or more school days in any school year, or removes a student from school, the student's parent shall be advised in writing of the right to appeal the Superintendent's decision to the Board. Parent shall also be notified in writing that the failure to submit a Notice of Appeal to the Superintendent's office within ten (10) days after the Removal Notice is mailed, personally delivered or, if requested by parent, emailed, whichever is earlier, shall result in the waiver of the right to appeal. If the tenth day falls on a day the Superintendent's office is not open to the public for business, the Notice of Appeal must be received in the Superintendent's office on or before next business day. Upon waiver of the right to appeal, the Superintendent's decision shall be final.
6. Any recommendation for expulsion and related proceedings shall be in accordance with BP/AR 5144.1.

MANDATORY REMOVAL

Unless the Superintendent, principal, or designee determines that removal is not warranted under the circumstances or that an alternative means of correction would address the conduct, he/she shall remove a student for any of the following acts:

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the student.
3. Unlawful possession of any controlled substance as listed in Health and Safety Code sections 11053-11058, except for (a) the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or (b) possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

MANDATORY EXPULSION RECOMMENDATION

The Superintendent shall temporarily remove or suspend a student from school and shall recommend the expulsion of a student for any of the following conduct:

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
2. Brandishing a knife at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058.
4. Committing or attempting to commit a sexual assault as defined in Penal Code section 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code section 243.4.
5. Possessing an explosive as defined in 18 USC 921.

Any suspension or expulsion of a student shall be in accordance with BP/AR 5144.1.

REMOVAL – APPEAL HEARINGS

The parent of any student who is temporarily removed for eleven (11) or more consecutive school days or 20 or more school days in any school year or is removed from school may appeal to the Board. The parent's Notice of Appeal must be received in the Superintendent's office on or before the tenth day after Removal Notice was mailed, personally delivered, or emailed if requested by the parent, whichever is earlier. The Notice of Appeal shall state the basis for the appeal. If the tenth day falls on a day the Superintendent's office is not open to the public for business, the Notice of Appeal must be received in the Superintendent's office on or before next business day.

The Board will determine the date and time of the appeal hearing, which ordinarily will be held within 30 days of the temporary removal or removal. Pending the Board's decision on the appeal, the student will remain on temporary removal from the school, and the Superintendent may refer the student to Community Day School in accordance with BP/AR 6185, or if appropriate and the parent concurs, place the student on Independent Study.

POST- HEARING NOTICE

The Superintendent or designee shall send written notice of the Board's decision on appeal. If the Board does not sustain the temporary removal or removal, the notice shall inform the parent that the student may return to school immediately. If the Board sustains the temporary removal or removal, the notice shall include the following:

1. The specific ground(s) on which the Board sustained the temporary removal or removal.
2. In the case of a temporary removal, the date on which the student may return to school.
3. A referral for placement.
 - a. Upon temporary removal (for 11 or more consecutive school days or 20 or more days in any school year) a student may be referred to the Gravenstein Union Community Day School pursuant to BP/AR 6185 or, if appropriate and the parent concurs, to Independent Study.
 - b. Upon removal from school, a district resident shall be referred to the Gravenstein Union Community Day School pursuant to BP/AR 6185.

- c. Upon removal, a non-district resident student shall be referred to his/her District of residence.
4. The right to enroll the student in another school at the parent's expense.

NOTIFICATION TO LAW ENFORCEMENT AUTHORITIES

Prior to the temporary removal or removal of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code section 245.

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Penal Code section 626.9 and 626.10.

The principal or designee will notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may be involved with the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind.

READMISSION AFTER REMOVAL

After a successful nine-week period of removal without disciplinary incident or unexcused tardiness or absence, at the request of the student's parent, Community Day School teacher, charter schoolteacher, or the administration, a meeting will be convened to discuss the student's placement. The student, the student's parent, current teacher, and charter school teacher, and the charter school principal will be invited to participate in the meeting.

After the meeting, the charter school principal shall confer with the Superintendent to determine whether the student should be permitted to return to the charter school. The Superintendent shall make the final determination and, if deemed appropriate, may place the student on probation upon return to the charter school for a period of up to 30 weeks.

ADOPTED: January 8, 2014

**GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, CA**

Board Policy

BP 5144.1

Students

Suspension And Expulsion/Due Process

The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

(cf. 5144 - Discipline)

Note: The following optional paragraph excludes suspended or expelled students' participation in extracurricular activities.

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.

Zero Tolerance

***Note: Although the term "zero tolerance" does not appear in law, the federal Gun-Free Schools Act (20 USC 7151) requires a district to expel for one year a student who brings a firearm to school. This requirement has commonly been labeled as "zero tolerance." Education Code 48915(c) also requires the mandatory suspension and recommendation for expulsion of students who possess, sell or furnish a firearm, brandish a knife, sell a controlled substance, commit or attempt to commit a sexual assault or sexual battery, or possess an explosive. ***

***Note: The extent to which a district can develop policies mandating a recommendation for expulsion beyond those specified in the Education Code is unclear. In T.H. v. San Diego Unified School District, a court upheld a district's zero tolerance policy that went beyond the requirements for "mandatory recommendation" for expulsion in Education Code 48915(c) because the policy did not interfere with a student's statutory right for due process or conflict with the Education Code. ***

Note: The following optional section provides general language in support of zero tolerance as authorized by California law. Districts that wish to expand the policy to include zero tolerance for offenses beyond those in law should modify the following paragraph to specify grade levels to which the zero tolerance policy applies and the specific offenses which result in suspension and expulsion, beyond those for which the law requires suspension and expulsion. It is also recommended that such districts notify parents/guardians and students about the district's policy. Such districts should also consult legal counsel as appropriate.

The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy, and administrative regulation as cause for suspension or expulsion.

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and/or law. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Supervised Suspension Classroom

Note: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger or who have not been recommended for expulsion, as specified below. Education Code 48911.2 states that if the number of students suspended during the past year exceeds 30 percent of the school's enrollment, the district should consider implementing this program and/or another program of on-campus progressive discipline.

Note: The following optional section is for use by districts implementing a supervised suspension classroom program; such districts may continue to claim apportionments for students so assigned, provided they meet specific criteria which are set forth in the accompanying administrative regulation.

The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

The Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law for students suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, who pose no imminent danger or threat at school, and for whom an expulsion action has not been initiated.

Note: Pursuant to Education Code 48911.2, schools may implement, in place of or in addition to the supervised suspension classroom program of Education Code 48911.1, programs involving progressive discipline using conferences, detention, student success teams, and/or referral to school support service staff.

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

Required Parental Attendance

Note: AB 2855 (Ch. 895, Statutes of 2004) amended Education Code 48900.1 to no longer mandate the Board to adopt a policy on required parental attendance. However, Education Code 48900.1, as amended, provides that if the Board chooses to adopt such a policy, it must contain the components specified in the paragraphs below.

Note: The following section is optional and should be deleted by districts that do not require parental attendance.

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

Whenever a student is suspended from class by a teacher because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities, or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a

school day in the class from which the student was suspended. (Education Code 48900.1)

Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.

The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is pursuant to law. (Education Code 48900.1)

Note: Education Code 48900.1 requires that the notice specify when the parent/guardian must attend the class. The attendance may be either on the day the student is scheduled to return or within a "reasonable period of time," as specified in the district's policy. The following paragraph establishes a one-week deadline for the parent/guardian's attendance. This deadline may be modified to reflect district practice.

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

Note: Pursuant to Education Code 48900.1, the Board's policy must include procedures for contacting parents/guardians who do not respond to the request to attend and also take into account reasonable factors that may prevent the parent/guardian's compliance with a notice to attend. The following paragraph should be revised to reflect district practice.

The principal or designee shall contact a parent/guardian who does not respond to the request to attend school. The Board recognizes that parent/guardian compliance with this policy may be delayed, modified, or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Decision Not to Enforce Expulsion Order

Note: Pursuant to Education Code 48917, a Board may decide to suspend the enforcement of an order for expulsion if the student satisfies specific conditions. See the accompanying administrative regulation for criteria. In addition, the Attorney General opined in 80 Ops.Cal.Atty.Gen. 85 (1997) that a Board may suspend the enforcement of an expulsion, even in those cases where the student has committed an offense for which expulsion must be ordered by law. Legal counsel should be consulted where appropriate.

Note: Option 1 below is for use by Boards that choose not to suspend the enforcement of an order for expulsion in cases where the student has committed an offense for which expulsion is mandatory pursuant to Education Code 48915(c). Option 2 is for use by Boards that, on a case-by-case basis, may determine that an order for expulsion be suspended for any type of offense.

OPTION 1: In cases where expulsion is mandatory pursuant to Education Code 48915(c), the enforcement of an expulsion order shall not be suspended by the Board. In all other cases of expulsion, the order for expulsion may be suspended by the Board, on case-by-case basis, pursuant to the requirements of law.

OPTION 2: On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law.

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

1981 Enrollment of students in community school

17292.5 Program for expelled students

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48660-48667 Community day schools

48900-48927 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

7151 Gun free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County

Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen 146 (2001)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>

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

U.S. Department of Education, Office of Safe and Drug-Free Schools:
<http://www.ed.gov/about/offices/list/osdfs/index.html>

Adopted: May 9, 2007

**Gravenstein Union School District
Sebastopol, California**

Administrative Regulation

AR 5144.1 Students

Suspension And Expulsion/Due Process

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(s))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. (Education Code 48900.1, 48980)

(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid,

substance or material and represented same as controlled substance, alcohol beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

12. Knowingly received stolen school property or private property. (Education Code 48900(l))

13. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription

drug Soma. (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing as defined in Education Code 48900(q). (Education Code 48900(q))

Note: Pursuant to Education Code 48900.7, the making of a terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.

18. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

19. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

(cf. 5145.7 - Sexual Harassment)

20. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

(cf. 5145.9 - Hate-Motivated Behavior)

21. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

4. During, going to, or coming from a school-sponsored activity

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(r))

(cf. 5138 - Conflict Resolution/Peer Mediation)

Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Truancy)

Removal from Class by a Teacher/Parental Attendance

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal or Principal's Designee

The Superintendent, principal or principal's designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possession of an explosive as defined in 18 USC 921

Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons

or property or threatens to disrupt the instructional process. (Education Code 48900.5)

A student may be suspended from school for not more than 20 school days in any school year, unless for purposes of adjustment the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the principal, designee, or the Superintendent with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the principal, designee, or the Superintendent determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee.

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school may be assigned to a separate, supervised suspension classroom for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion."

The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring

about proper conduct

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

Mandatory Recommendation and Mandatory Expulsion

The Gun-Free Schools Act, 20 USC 7151, requires districts and county offices of education to submit to the CDE assurances of compliance with state and federal laws related to incidents on campus involving the possession of firearms. Item #1 below reflects language that must be submitted to the CDE for compliance. For other such language that must be submitted to the CDE, see sections in this regulation entitled "Final Action by the Board" and "Notifications to Law Enforcement Authorities."

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921 Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

Districts that have developed procedures to enable a student to waive his/her right to a hearing in exchange for an agreement as to the term of the expulsion, also known as a stipulated expulsion, may wish to add those procedures here. Because such waivers are not covered in the Education Code, districts should consult legal counsel as appropriate. The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present in the hearing at

the time he/she testifies

3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

In accordance with the Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

a. Any complaining witness shall be given five days' notice before being called to testify.

b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during his/her testimony.

c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted

according to Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision Within 10 School Days: The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

7. Decision Within 40 School Days: If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." (Education Code 48918(d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers and with the student's parent/guardian. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917)

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under “Mandatory Recommendation and Mandatory Expulsion” above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review as well as assessment of the student at the time of review for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, and other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following: (Education Code 48917)

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program.
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct.
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings.
6. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education.
7. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education. (Education Code 48918(j)).

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board of Education. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

Post-Expulsion Placements

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, comprehensive middle, junior or senior high school, expelled students may be referred to the community school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems

2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site

3. Not housed at the school site attended by the student at the time of suspension

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for acts described in items #6-13 and #18-21 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either

to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)

7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125 - Student Records)

Outcome Data

Note: As amended by AB 110 (Ch. 69, Statutes of 2005), Education Code 48916.1 no longer requires that the following data be reported annually to the CDE. However, districts are still required to maintain the data which may be examined during the department's compliance monitoring process.

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

**Adopted: April 9, 2008
March 17, 2009**

**Gravenstein Union School District
Sebastopol, California**

V.D

Sonoma County Office of Education

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Gravenstein Union School District
 Name of Bargaining Unit: Gravenatein Union Teachers Association
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2021
(date) (date)

The Governing Board will act upon this agreement on: April 9, 2019
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2018-19	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2018-19	Year 2 Increase/(Decrease) FY 2019 - 2020	Year 3 Increase/(Decrease) FY 2020 - 2021
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 3,313,232	\$ 165,662	\$ 141,299	\$ 110,278
		5.00%	4.00%	3.00%
2 Other Compensation - Recalculate FTE for part-time employees using 30 periods as divisor instead of 35	\$ -	\$ 36,986	\$ 37,555	\$ 38,134
Description of other compensation: For the 2019-20 an increase of \$1,500 will be added to each salary cell to replace the annual stipend for the additional time for the Enrich! program.		\$ 41,900.00	\$ 70,500.00	\$ 72,615.00
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 611,846.74	\$ 38,390.39	\$ 43,092.36	\$ 38,985.35
		6.275%	6.63%	5.62%
4 Health/Welfare Plans	\$ 383,342	\$ -	\$ 89,028	\$ 89,028
		0.00%	23.22%	18.85%
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 4,308,421	\$ 282,938	\$ 381,474	\$ 349,040
		6.567%	8.31%	7.02%
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ 51,827	\$ 52,626
7 Total Number of Represented Employees (Use FTEs if appropriate)	46.86			
8 Total Compensation <u>Average</u> Cost per Employee	\$ 91,942.40	\$ 6,038	\$ 8,141	\$ 7,449
		6.567%	8.31%	7.02%

Sonoma County Office of Education

Gravenstein Union School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Full year

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

The District calculation for part-time employees will change retroactively from using a divisor of 35 to using a divisor of 30 for year 1. For example, if a teacher instructs 20 periods per week, the FTE is calculated as 20 divided by 30 or 0.67 FTE.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

There is not change to the current year cap. The cap for health benefits is changing to \$700 for single coverage, \$950 for dual coverage, and \$1,100 for family coverage effective for the 2019-2020 school year.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

1) Effective July 1, 2019, teacher's workday definition has been updated. 2) Beginning in the 2019-20 school year, the number of available Personal Leave days will increase to 5 days per year and the number of Personal Necessity days will decrease to 5 days per year. 3) Unit approval procedures have been updated.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The Enrich! Program will be expanded in the 2019-20 school year to all students in the District. Negotiations have progressed in a manner which will help to ensure success.

Sonoma County Office of Education

Gravenstein Union School District

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

NA

E. Will this agreement create or increase deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The District will increase deficit spending in the current year. No additional financing sources are required. The District will still have necessary reserves available for ongoing and one time expenses. A reserve assignment of 30% of the unrestricted General Fund expenditures is in the budget as well as the 4% required reserve. Basic Aid Supplement Funding is not budgeted at this time.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement:

1. Current Year

General Fund -- LCFF

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Year 2 of the agreement includes an increase to the District Cap for benefits at each level of participation, an increase of \$1,500 for each salary cell, and an additional increase of 4% for each cell on the salary schedule. Year 3 of the agreement includes an on schedule 3% increase of salaries.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

General Fund -- LCFF

Sonoma County Office of Education

Gravenstein Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

Gravenstein Union Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1st Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 6,479,439	\$ -	\$ -	\$ 6,479,439
Remaining Revenues (8100-8799)	\$ 391,205	\$ -	\$ -	\$ 391,205
TOTAL REVENUES	\$ 6,870,644	\$ -	\$ -	\$ 6,870,644
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,629,738	\$ 235,415	\$ -	\$ 3,865,153
Classified Salaries (2000-2999)	\$ 613,665	\$ -	\$ -	\$ 613,665
Employee Benefits (3000-3999)	\$ 1,352,993	\$ 36,700	\$ -	\$ 1,389,694
Books and Supplies (4000-4999)	\$ 295,847	\$ -	\$ -	\$ 295,847
Services, Other Operating Expenses (5000-5999)	\$ 731,040	\$ -	\$ -	\$ 731,040
Capital Outlay (6000-6599)	\$ 25,000	\$ -	\$ -	\$ 25,000
Other Outgo (7100-7299) (7400-7499)	\$ 16,500	\$ -	\$ -	\$ 16,500
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 6,664,785	\$ 272,115	\$ -	\$ 6,936,900
OPERATING SURPLUS/(DEFICIT)	\$ 205,860	\$ (272,115)	\$ -	\$ (66,256)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 960,004	\$ -	\$ -	\$ 960,004
Contributions (8980-8999)	\$ 272,162	\$ -	\$ -	\$ 272,162
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,026,306)	\$ (272,115)	\$ -	\$ (1,298,422)
BEGINNING BALANCE	\$ 7,387,151			\$ 7,387,151
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,360,845	\$ (272,115)	\$ -	\$ 6,088,729
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 1,000	\$ -	\$ -	\$ 1,000
Reserved for Economic Uncertainties (9770)	\$ 380,057	\$ 11,318	\$ -	\$ 391,375
Designated Amounts (9775-9780)	\$ 4,459,435	\$ -	\$ -	\$ 4,459,435
Unappropriated Amount (9790)	\$ 1,520,353	\$ (283,433)	\$ -	\$ 1,236,920

* Please see question on page 7.

Sonoma County Office of Education

Gravenstein Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Gravenstein Union Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 1st Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 44,814	\$ -	\$ -	\$ 44,814
Remaining Revenues (8100-8799)	\$ 939,518	\$ -	\$ -	\$ 939,518
TOTAL REVENUES	\$ 984,332	\$ -	\$ -	\$ 984,332
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 259,300	\$ 9,133	\$ -	\$ 268,433
Classified Salaries (2000-2999)	\$ 35,632	\$ -	\$ -	\$ 35,632
Employee Benefits (3000-3999)	\$ 363,962	\$ 1,690	\$ -	\$ 365,651
Books and Supplies (4000-4999)	\$ 154,128	\$ -	\$ -	\$ 154,128
Services, Other Operating Expenses (5000-5999)	\$ 626,641	\$ -	\$ -	\$ 626,641
Capital Outlay (6000-6599)	\$ 436,966	\$ -	\$ -	\$ 436,966
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 1,876,628	\$ 10,822	\$ -	\$ 1,887,450
OPERATING SURPLUS (DEFICIT)	\$ (892,296)	\$ (10,822)	\$ -	\$ (903,118)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 272,162	\$ -	\$ -	\$ 272,162
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (620,134)	\$ (10,822)	\$ -	\$ (630,956)
BEGINNING BALANCE	\$ 757,253			\$ 757,253
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 137,119	\$ (10,822)	\$ -	\$ 126,297
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 137,119	\$ (10,822)	\$ -	\$ 126,297
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ (0)

* Please see question on page 7.

Sonoma County Office of Education

Gravenstein Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

Gravenstein Union Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1st Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 6,524,253	\$ -	\$ -	\$ 6,524,253
Remaining Revenues (8100-8799)	\$ 1,330,723	\$ -	\$ -	\$ 1,330,723
TOTAL REVENUES	\$ 7,854,976	\$ -	\$ -	\$ 7,854,976
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,889,038	\$ 244,548	\$ -	\$ 4,133,586
Classified Salaries (2000-2999)	\$ 649,297	\$ -	\$ -	\$ 649,297
Employee Benefits (3000-3999)	\$ 1,716,955	\$ 38,390	\$ -	\$ 1,755,345
Books and Supplies (4000-4999)	\$ 449,975	\$ -	\$ -	\$ 449,975
Services, Other Operating Expenses (5000-5999)	\$ 1,357,681	\$ -	\$ -	\$ 1,357,681
Capital Outlay (6000-6599)	\$ 461,966	\$ -	\$ -	\$ 461,966
Other Outgo (7100-7299) (7400-7499)	\$ 16,500	\$ -	\$ -	\$ 16,500
Direct Support/Indirect Cost (7300-7399)		\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 8,541,413	\$ 282,938	\$ -	\$ 8,824,350
OPERATING SURPLUS (DEFICIT)	\$ (686,436)	\$ (282,938)	\$ -	\$ (969,374)
Transfer In and Other Sources (8910-8979)		\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 960,004	\$ -	\$ -	\$ 960,004
Contributions (8980-8999)		\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,646,440)	\$ * (282,938)	\$ -	\$ (1,929,378)
BEGINNING BALANCE	\$ 8,144,404			\$ 8,144,404
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,497,964	\$ (282,938)	\$ -	\$ 6,215,026
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 138,119	\$ -	\$ -	\$ 138,119
Reserved for Economic Uncertainties (9770)	\$ 380,057	\$ 11,318	\$ -	\$ 391,375
Designated Amounts (9775-9780)	\$ 4,459,435	\$ -	\$ -	\$ 4,459,435
Unappropriated Amount - Unrestricted (9790)	\$ 1,520,353	\$ -	\$ -	\$ 1,226,097
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ (0)
Reserve for Economic Uncertainties Percentage	20.00%			16.53%

* Please see question on page 7.

Sonoma County Office of Education

Gravenstein Union School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Bargaining Unit: **Combined General Fund**
Gravenatein Union Teachers Association

	Current Year	Year 2	Year 3
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 6,524,253	\$ 6,751,587	\$ 6,912,057
Remaining Revenues (8100-8799)	\$ 1,330,723	\$ 979,137	\$ 979,137
TOTAL REVENUES	\$ 7,854,976	\$ 7,730,724	\$ 7,891,194
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 4,133,586	\$ 4,198,043	\$ 4,230,566
Classified Salaries (2000-2999)	\$ 649,297	\$ 667,639	\$ 686,502
Employee Benefits (3000-3999)	\$ 1,755,345	\$ 1,929,706	\$ 2,001,170
Books and Supplies (4000-4999)	\$ 449,975	\$ 454,475	\$ 459,019
Services, Other Operating Expenses (5000-5999)	\$ 1,357,681	\$ 1,162,961	\$ 1,174,590
Capital Outlay (6000-6999)	\$ 461,966	\$ 25,000	\$ 25,000
Other Outgo (7100-7299) (7400-7499)	\$ 16,500	\$ 16,500	\$ 16,500
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 8,824,350	\$ 8,454,324	\$ 8,593,347
OPERATING SURPLUS (DEFICIT)	\$ (969,374)	\$ (723,600)	\$ (702,153)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 960,004	\$ 44,937	\$ 44,937
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,929,378)	\$ (768,537)	\$ (747,090)
BEGINNING BALANCE	\$ 8,144,404	\$ 6,215,026	\$ 5,446,489
CURRENT-YEAR ENDING BALANCE	\$ 6,215,026	\$ 5,446,489	\$ 4,699,398
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 138,119	\$ 70,482	\$ 1,127
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 391,375	\$ 339,970	\$ 345,532
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts - Unrestricted (9775-9780)	\$ 4,459,435	\$ 4,509,809	\$ 4,352,120
Board Designated Amounts - Restricted (9775-9780)	\$ -	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 1,226,097	\$ 526,228	\$ 620
Unappropriated Amounts - Restricted (9790)	\$ (0)	\$ (0)	\$ (0)

WARNING: 9790 entries must be positive

Sonoma County Office of Education

Gravenstein Union School District

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	Current Year	Year 2	Year 3
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 9,784,354	\$ 8,499,261	\$ 8,638,284
b. State Standard Minimum Reserve Percentage for this District Enter percentage:	4.00%	4.00%	4.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$50,000)	\$ 391,374	\$ 339,970	\$ 345,531

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 391,375	\$ 339,970	\$ 345,532
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 1,226,097	\$ 526,228	\$ 620
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9780)	\$ 520,599	\$ 525,599	\$ 530,599
d. Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 2,138,071	\$ 1,391,797	\$ 876,750
f. Reserve for Economic Uncertainties Percentage	21.85%	16.38%	10.15%

3. Do unrestricted reserves meet the state minimum reserve amount?

Current Year

Yes

No

Year 2

Yes

No

Year 3

Yes

No

4. If no, how do you plan to restore your reserves?

N/A

Sonoma County Office of Education

Gravenstein Union School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

Sonoma County Office of Education

Gravenstein Union School District

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Gravenstein Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30, 2021.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	282,938
\$	(282,938)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

	Budget Adjustment Increase/(Decrease)
\$	
	\$730,514.00
	\$730,514.00

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

_____ District Superintendent
(Signature)

_____ Date

I hereby certify I am unable to certify

_____ Chief Business Official
(Signature)

_____ Date

Special Note: The Sonoma County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Assumptions: Multi-Year Budget Projection

Revenue	
Revenue Sources	
COLAs used	
Gap Funding rates used (Dept. of Finance)	
Unduplicated Count %	
District Funded ADA	
Charter funded ADA	
COE funded ADA	
Deferred Maintenance to Fund 14 (8091)	
Property Taxes % inc/dec	
Basic Aid Supplemental Funding	
Federal	
Other State - Unrestricted	
Other State - Restricted	
Local	
Expenditures	
Certificated Salaries	
Staffing (FTEs)	
Step & Column Costs	
Other Adjustments	
Classified Salaries	
Staffing (FTEs) includes vacancies	
Step & Column Costs	
Other Adjustments	
Employee Benefits	
Statutory Benefits (Fixed)	
Health & Welfare Benefits	
Medical	
Books and Supplies	
Services, Other Oper Exp	
Special Education	
Unrestricted Contribution	
Non-Public School	
Other Spl. Ed Services	
SCOE K-22 Placement	
Transportation	
Capital Outlay	
Other Outgo	
Transfers In (provide detail)	
Transfers (Out)	
Other Uses	
Contribution	

2018-2019 Budget Year
3.70%
100.00%
39.69%
35.09
687.40
5.63
19,507.00
Based on P-I Estimates
\$0
Estimated: \$85k Special Education, \$47k Title I, \$7k Title II, \$11k Title III (LEP), 10k Title IV
\$135K 1X Mand., \$12K MBG, \$96K lottery
\$31K lottery and \$281K STRS on-behalf \$111K interest, \$2.8K RESIG safety dollars, \$45K Sp. Ed. funding,
46.9 FTE Cert, 2.6 FTE Admin Matches Position Control
18.8 FTE Matches Position Control
STRS 16.28% PERS 18.06%, SUI .05%, OASDI 7.65%, WC 99% Includes retiree benefits \$5,000 Matches control
1% increase over PY minus 1x expenses
1% increase over PY minus 1x expenditures
\$137K
41K
5 students in COE Operated Programs Transportation costs \$54K 25K Equipment improvements
Indirect and transfer a apportionment to JPA
\$19,766 cafeteria, \$25,171 Fund 14, 900K Fd 40
RRM \$138K, Spl. Ed. \$137K

2019-20 Year 2 - Projection
3.46%
100.00%
45.60%
35.09
687.40
5.63
19,507.00
Same as Current Year
Same as 18-19
Same as 18-19
\$12K MBG, \$96K lottery
Same as 18-19
Same as 18-19 less 30% Restricted
46.9 FTE Cert, 2.6 FTE Admin 1.65% increase over PY
18.8 FTE 2.5% increase over PY
STRS 17.1% PERS 20.7%, SUI .05%, OASDI 7.65%, WC 99% Includes retiree benefits \$5,000 Same as 18-19
1% increase over PY
1% increase over PY minus 1x expenditures
Same as 18-19
Same as 18-19
5 students in COE Operated Programs Transportation costs \$54K 25K Equipment improvements
Indirect and transfer a apportionment to JPA
\$19,766 cafeteria, \$25,171 Fund 14
RRM \$138K, Spl. Ed. \$137K

2020-2021 Year 3 - Projection
2.86%
100.00%
48.78%
35.09
687.40
5.63
19,507.00
1% over Prior Year
Same as 19-20
Same as 19-20
\$12K MBG, \$96K lottery
Same as 19-20
Same as 19-20 + 1%
46.9 FTE Cert, 2.6 FTE Admin 1.65% increase over PY
18.8 FTE 2.5% increase over PY
STRS 18.1% PERS 23.4%, SUI .05%, OASDI 7.65%, WC 99% Includes retiree benefits \$5,000 Same as 19-20
1% increase over PY
1% increase over PY minus 1x expenditures
Same as 19-20
Same as 19-20
5 students in COE Operated Programs Transportation costs \$54K 25K Equipment improvements
Indirect and transfer a apportionment to JPA
Same as 19-20
RRM \$138K, Spl. Ed. \$137K

Tentative Agreement Between GUSD and GUTA

March 26, 2019

On March 26, 2019, negotiators for the Gravenstein Union School District (“GUSD”) and the Gravenstein Union Teachers Association (“GUTA”) agreed to the following revisions to the existing contract between the parties. Final approval of these revisions is subject to ratification by GUTA membership, the GUSD Board of Trustees, and the Sonoma County Office of Education.

Article VIII – Working Conditions

8.6.7 Effective July 1, 2019, teachers’ workday shall be defined by the length of the longest student day on each campus, not to exceed 7.0 hours. Kindergarten teachers’ length of day will be the same as the 1st and 2nd grade length of day. All unit members shall be present at the school site for a period of time sufficient to carry out all professional duties and responsibilities of their assignment. Professional duties include: attendance at district directed trainings and meetings.

Article XI – Leaves

11.3.2.1 Effective July 1, 2019, personal necessity days of sick leave allowed a regular employee, not to exceed a total of five (5) days in any school year, may be used by the employee at his/her election in cases of personal necessity, for any of the following purposes:

11.3.8 Personal Leave
Effective July 1, 2019, a unit member shall be granted up to five (5) days of personal leave deducted from sick leave. Such leave shall be taken in accordance with 11.2 above.

Article XII—Salary

Add Section 12.9 as follows:

Effective July 1, 2018, part-time Hillcrest staff salary FTE percentage calculation shall be based on 30 teaching periods per week for a full-time teacher. For example, if a teacher instructs 20 periods per week, the FTE is calculated as 20 divided by 30 or 0.67 FTE.

Article XII—Salary

12.8.1 Request for Approval Form - Unit members will fill out “Request for Approval Form,” including required documentation, course description and reason for taking the course. The form will be submitted to the Principal prior to the date of the first class meeting. After review, the Principal will forward the Form and documentation to the Superintendent for approval. Request forms are to be returned within seven (7) days. Only pre-approved classes will be counted for advancement on the salary schedule.

Article XII—Salary

12.5 For the 2018-19 school year, the District will provide an increase to the salary schedule of 5%. This increase shall be retroactive to July 1, 2018.

For the 2019-20 school year, \$1,500 shall be added to each cell on the certificated salary schedule. In addition, the District will provide an increase to the salary schedule of 4%.

For the 2020-21 school year, the District will provide an increase to the salary schedule of 3%.

This change will conclude salary negotiations for the 2018-19, 2019-20 and 2020-21 school years.

Article XIII—Health and Welfare Benefits

13.2 Effective July 1, 2019, the district will fund Health Insurance for certificated employees and qualified dependents according to the following cap options:

Employee only \$700.00 per month District contribution

Employee plus one dependent \$950.00 per month District contribution

Employee plus family \$1,100.00 per month District contribution

The employee shall pay (payroll deduction unless requested otherwise) any monthly premium that exceeds the District's monthly contribution. The District will continue to pay the monthly dental and vision cost at the 2005-06 rate of \$99.18 for dental and \$28.60 for vision.

For GUSD


Eric Hoppes, GUSD Interim Superintendent

Gregory Appling, GUSD Trustee

Jim Horn, GUSD Trustee

For GUTA


Aimee Otterson, GUTA Co-President


Beth Trivunovic, GUTA Co-President

MOU between GUTA and GUSD

Re: Supplemental Activity Instruction for 1-8th grade Enrich! students and a stipend for full-time Enrich! Homeroom Teachers

This MOU is for the 2018-19 school year only, to provide Supplemental Activity Instruction ("SAI") for Enrich! program students in grades 1-8. The MOU shall terminate at the end of the 2018-19 school year, unless the parties agree otherwise in writing.

1. School Day

The 1st-8th grade Enrich! student's day is extended to allow for one 45-minute SAI session per day (or 5 sessions per week). Enrich! Teachers shall use the additional minutes for instructional preparation purposes while their students are participating in a SAI session with another instructor.

2. Preparation Period

Enrich! Teachers must remain on campus and be available if needed. If the SAI Instructor is not credentialed by CTC, the Enrich! Teacher shall provide classroom oversight to the extent required by law.

3. Stipend

1st -8th grade Enrich! Teachers will receive a stipend of \$2,500/yr.) The Enrich! Teacher shall submit a timesheet for the stipend at the end of each trimester, and the stipend will be paid in three equal installments.

4. Provision of Instruction When SAI Instructor Misses a Session

If a SAI instructor does not show up for any regular or make-up session, the Enrich! Teacher shall provide instruction for the class, but is not required to provide instruction in the supplemental activity subject matter.

5. Scheduling Make-Up Sessions

If a SAI instructor does not show up for a session (regular or make-up), the Enrich! Teacher must notify the Principal by email by the next workday following the session or the next workday after receipt of a notice of cancellation, whichever is earlier. The notice shall include the date and time of the session, the SAI instructor's name, and a copy of the notice of cancellation, if any, from the SAI instructor, and the subject line "MISSED SAI SESSION." If the Enrich! Teacher fails to give such notice within three workdays, he/she shall not be eligible for any compensation for the missed session.

The Enrich! Teacher shall exercise due diligence to schedule a make-up session. The make-up session shall be booked as soon as possible within the student year and no later than 45 school days after the date of the missed session.

If the Enrich! Teacher is unable to schedule a make-up session within ten (10) calendar days after the missed session, the Enrich! Teacher shall notify the Principal by email of all efforts to reschedule and provide related documentation of dates, times, efforts to call, email or otherwise schedule the make-up session. Unless the Principal otherwise specifically directs in writing, the Enrich! Teacher shall continue diligent efforts to schedule the make-up session and notify the Principal by email of his/her efforts at least every ten (10) calendar days.

If the District determines it is not possible to schedule a make-up session with the original Supplemental Activity Instructor, the District may elect to schedule an alternative activity and/or instructor within 45 school days of the missed session.

If the Enrich! Teacher cancels a SAI session for any reason, the Enrich! Teacher shall notify the Principal and shall exercise due diligence to schedule a make-up session within 45 school days after the missed session. The notice shall include the date and time of the session, the SAI instructor's name, and the teacher's reason for cancellation. No reimbursement will be due to the teacher if a make-up session is not completed for any SAI session cancelled by the Enrich! teacher.

All email notices to the Principal shall include the subject line "MISSED SAI SESSION."

6. Teacher Attendance at Performances and Foundation Functions

Enrich! teachers shall attend at least one community building or fundraising Magnet Program Foundation (MPF) function during the school year and/or an Arts performance or curriculum expo night (i.e. science fair, math night) when their class is performing or presenting.

7. Compensation for SAI Session Time

Except as specified in paragraph 5, above, if a missed SAI session is not made up within 45 school days after the date of the missed session, the Enrich! Teacher may submit a timesheet requesting 0.75 hours at his/her current hourly rate. The timesheet shall include the date and time of the missed session and the name of the SAI instructor who missed the session.

Gravenstein Union School District

Gravenstein Union Teachers Association

Sumai Attara, co-president

Beth Timunovic, co-president

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Gravenstein Union School District
Name of Bargaining Unit: All Classified Non-Management
Certificated, Classified, Other: Classified, Classified Confidential

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2021
(date) (date)

The Governing Board will act upon this agreement on: April 9, 2019
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2018-19	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2018-19	Year 2 Increase/(Decrease) FY 2019 - 2020	Year 3 Increase/(Decrease) FY 2020 - 2021
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 611,717	\$ 30,586	\$ 26,088	\$ 20,361
		5.00%	4.00%	3.00%
2 Other Compensation -	\$ -	\$ -	\$ -	\$ -
Description of other compensation:		\$ -	\$ -	\$ -
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 151,381	\$ 8,182	\$ 7,667	\$ 6,534
		5.405%	4.81%	3.91%
4 Health/Welfare Plans	\$ 132,377		\$ 13,788	\$ 13,788
		0.00%	10.42%	9.43%
5 Total Compensation - Add Items 1 through 4 to equal 5	\$ 895,476	\$ 38,768	\$ 47,543	\$ 40,682
		4.329%	5.09%	4.14%
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ 16,219	\$ 16,615
7 Total Number of Represented Employees (Use FTEs if appropriate)	18.78			
8 Total Compensation Average Cost per Employee	\$ 47,695.12	\$ 2,065	\$ 2,532	\$ 2,167
		4.329%	5.09%	4.14%

Sonoma County Office of Education

Gravenstein Union School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

Full year

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

NA

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

There is not change to the current year cap. The cap for health benefits is changing to \$700 for single coverage, \$950 for dual coverage, and \$1,100 for family coverage effective for the 2019-2020 school year.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

NA

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

NA

Sonoma County Office of Education

Gravenstein Union School District

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

NA

E. Will this agreement create or increase deficit financing in the current or subsequent year(s)?
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The District will increase deficit spending in the current year. No additional financing sources are required. The District will still have necessary reserves available for ongoing and one time expenses. A reserve assignment of 30% of the unrestricted General Fund expenditures is in the budget as well as the 4% required reserve. Basic Aid Supplement Funding is not budgeted at this time.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement:

1. Current Year

General Fund -- LCFF

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

NA

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

General Fund -- LCFF

Sonoma County Office of Education

Gravenstein Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: **Unrestricted General Fund**
All Classified Non-Management

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1st Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 6,479,439	\$ -	\$ -	\$ 6,479,439
Remaining Revenues (8100-8799)	\$ 391,205	\$ -	\$ -	\$ 391,205
TOTAL REVENUES	\$ 6,870,644	\$ -	\$ -	\$ 6,870,644
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,629,738	\$ -	\$ -	\$ 3,629,738
Classified Salaries (2000-2999)	\$ 613,665	\$ 28,804	\$ -	\$ 642,470
Employee Benefits (3000-3999)	\$ 1,352,993	\$ 7,705	\$ -	\$ 1,360,699
Books and Supplies (4000-4999)	\$ 295,847	\$ -	\$ -	\$ 295,847
Services, Other Operating Expenses (5000-5999)	\$ 731,040	\$ -	\$ -	\$ 731,040
Capital Outlay (6000-6599)	\$ 25,000	\$ -	\$ -	\$ 25,000
Other Outgo (7100-7299) (7400-7499)	\$ 16,500	\$ -	\$ -	\$ 16,500
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 6,664,785	\$ 36,510	\$ -	\$ 6,701,294
OPERATING SURPLUS/(DEFICIT)	\$ 205,860	\$ (36,510)	\$ -	\$ 169,350
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 960,004	\$ -	\$ -	\$ 960,004
Contributions (8980-8999)	\$ 272,162	\$ -	\$ -	\$ 272,162
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,026,306)	\$ (36,510)	\$ -	\$ (1,062,816)
BEGINNING BALANCE	\$ 7,387,151			\$ 7,387,151
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 6,360,845	\$ (36,510)	\$ -	\$ 6,324,335
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 1,000	\$ -	\$ -	\$ 1,000
Reserved for Economic Uncertainties (9770)	\$ 380,057	\$ 1,460	\$ -	\$ 381,517
Designated Amounts (9775-9780)	\$ 4,459,435	\$ -	\$ -	\$ 4,459,435
Unappropriated Amount (9790)	\$ 1,520,353	\$ (37,970)	\$ -	\$ 1,482,383

* Please see question on page 7.

Sonoma County Office of Education

Gravenstein Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
All Classified Non-Management

Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1st Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 44,814	\$ -	\$ -	\$ 44,814
Remaining Revenues (8100-8799)	\$ 939,518	\$ -	\$ -	\$ 939,518
TOTAL REVENUES	\$ 984,332	\$ -	\$ -	\$ 984,332
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 259,300	\$ -	\$ -	\$ 259,300
Classified Salaries (2000-2999)	\$ 35,632	\$ 1,782	\$ -	\$ 37,414
Employee Benefits (3000-3999)	\$ 363,962	\$ 477	\$ -	\$ 364,438
Books and Supplies (4000-4999)	\$ 154,128	\$ -	\$ -	\$ 154,128
Services, Other Operating Expenses (5000-5999)	\$ 626,641	\$ -	\$ -	\$ 626,641
Capital Outlay (6000-6599)	\$ 436,966	\$ -	\$ -	\$ 436,966
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
TOTAL EXPENDITURES	\$ 1,876,628	\$ 2,258	\$ -	\$ 1,878,886
OPERATING SURPLUS (DEFICIT)	\$ (892,296)	\$ (2,258)	\$ -	\$ (894,554)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 272,162	\$ -	\$ -	\$ 272,162
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (620,134)	\$ (2,258)	\$ -	\$ (622,392)
BEGINNING BALANCE	\$ 757,253			\$ 757,253
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 137,119	\$ (2,258)	\$ -	\$ 134,861
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 137,119	\$ (2,258)	\$ -	\$ 134,861
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

Sonoma County Office of Education

Gravenstein Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Combined General Fund All Classified Non-Management			
	Column 1	Column 2	Column 3	Column 4	
	Latest Board- Approved Budget Before Settlement (As of 1st Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)	
REVENUES					
Revenue Limit Sources (8010-8099)	\$ 6,524,253	\$ -	\$ -	\$ 6,524,253	
Remaining Revenues (8100-8799)	\$ 1,330,723	\$ -	\$ -	\$ 1,330,723	
TOTAL REVENUES	\$ 7,854,976	\$ -	\$ -	\$ 7,854,976	
EXPENDITURES					
Certificated Salaries (1000-1999)	\$ 3,889,038	\$ -	\$ -	\$ 3,889,038	
Classified Salaries (2000-2999)	\$ 649,297	\$ 30,586	\$ -	\$ 679,883	
Employee Benefits (3000-3999)	\$ 1,716,955	\$ 8,182	\$ -	\$ 1,725,137	
Books and Supplies (4000-4999)	\$ 449,975	\$ -	\$ -	\$ 449,975	
Services, Other Operating Expenses (5000-5999)	\$ 1,357,681	\$ -	\$ -	\$ 1,357,681	
Capital Outlay (6000-6599)	\$ 461,966	\$ -	\$ -	\$ 461,966	
Other Outgo (7100-7299) (7400-7499)	\$ 16,500	\$ -	\$ -	\$ 16,500	
Direct Support/Indirect Cost (7300-7399)		\$ -	\$ -	\$ -	
Other Adjustments					
TOTAL EXPENDITURES	\$ 8,541,413	\$ 38,768	\$ -	\$ 8,580,180	
OPERATING SURPLUS (DEFICIT)	\$ (686,436)	\$ (38,768)	\$ -	\$ (725,204)	
Transfer In and Other Sources (8910-8979)		\$ -	\$ -	\$ -	
Transfers Out and Other Uses (7610-7699)	\$ 960,004	\$ -	\$ -	\$ 960,004	
Contributions (8980-8999)		\$ -	\$ -	\$ -	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,646,440)	\$ (38,768)	\$ -	\$ (1,685,208)	
BEGINNING BALANCE	\$ 8,144,404			\$ 8,144,404	
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -	
CURRENT-YEAR ENDING BALANCE	\$ 6,497,964	\$ (38,768)	\$ -	\$ 6,459,196	
COMPONENTS OF ENDING BALANCE:					
Reserved Amounts (9711-9740)	\$ 138,119	\$ -	\$ -	\$ 138,119	
Reserved for Economic Uncertainties (9770)	\$ 380,057	\$ 1,460	\$ -	\$ 381,517	
Designated Amounts (9775-9780)	\$ 4,459,435	\$ -	\$ -	\$ 4,459,435	
Unappropriated Amount - Unrestricted (9790)	\$ 1,520,353	\$ -	\$ -	\$ 1,480,125	
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -	
Reserve for Economic Uncertainties Percentage	20.00%			19.51%	

* Please see question on page 7.

Sonoma County Office of Education

Gravenstein Union School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Bargaining Unit: **Combined General Fund**
All Classified Non-Management

	Current Year	Year 2	Year 3
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 6,524,253	\$ 6,751,587	\$ 6,912,057
Remaining Revenues (8100-8799)	\$ 1,330,723	\$ 979,137	\$ 979,137
TOTAL REVENUES	\$ 7,854,976	\$ 7,730,724	\$ 7,891,194
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 3,889,038	\$ 3,948,689	\$ 4,009,539
Classified Salaries (2000-2999)	\$ 679,883	\$ 693,727	\$ 706,863
Employee Benefits (3000-3999)	\$ 1,725,137	\$ 1,819,041	\$ 1,893,479
Books and Supplies (4000-4999)	\$ 449,975	\$ 454,475	\$ 459,019
Services, Other Operating Expenses (5000-5999)	\$ 1,357,681	\$ 1,162,961	\$ 1,174,590
Capital Outlay (6000-6999)	\$ 461,966	\$ 25,000	\$ 25,000
Other Outgo (7100-7299) (7400-7499)	\$ 16,500	\$ 16,500	\$ 16,500
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 8,580,180	\$ 8,120,393	\$ 8,284,990
OPERATING SURPLUS (DEFICIT)	\$ (725,204)	\$ (389,669)	\$ (393,796)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 960,004	\$ 44,937	\$ 44,937
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,685,208)	\$ (434,606)	\$ (438,733)
BEGINNING BALANCE	\$ 8,144,404	\$ 6,459,196	\$ 6,024,590
CURRENT-YEAR ENDING BALANCE	\$ 6,459,196	\$ 6,024,590	\$ 5,585,857
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 138,119	\$ 70,482	\$ 1,127
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 381,517	\$ 326,613	\$ 333,197
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts - Unrestricted (9775-9780)	\$ 4,459,435	\$ 4,509,809	\$ 4,558,120
Board Designated Amounts - Restricted (9775-9780)	\$ -	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 1,480,125	\$ 1,117,686	\$ 693,413
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

WARNING: 9790 entries must be positive

Sonoma County Office of Education

Gravenstein Union School District

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	Current Year	Year 2	Year 3
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 9,540,184	\$ 8,165,330	\$ 8,329,927
b. State Standard Minimum Reserve Percentage for this District Enter percentage:	4.00%	4.00%	4.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$50,000)	\$ 381,607	\$ 326,613	\$ 333,197

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 381,517	\$ 326,613	\$ 333,197
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 1,480,125	\$ 1,117,686	\$ 693,413
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9780)	\$ 520,599	\$ 525,599	\$ 530,599
d. Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 2,382,241	\$ 1,969,898	\$ 1,557,209
f. Reserve for Economic Uncertainties Percentage	24.97%	24.13%	18.69%

3. Do unrestricted reserves meet the state minimum reserve amount?

Current Year	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Year 2	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Year 3	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

Sonoma County Office of Education

Gravenstein Union School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

Sonoma County Office of Education

Gravenstein Union School District

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Gravenstein Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30, 2021.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	38,768
\$	(38,768)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

	Budget Adjustment Increase/(Decrease)
	\$0.00
\$	88,225
\$	(88,225)

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

_____ **District Superintendent
(Signature)**

_____ **Date**

I hereby certify I am unable to certify

_____ **Chief Business Official
(Signature)**

_____ **Date**

Special Note: The Sonoma County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Assumptions: Multi-Year Budget Projection

	2018-2019 Budget Year	2019-20 Year 2 - Projection	2020-2021 Year 3 - Projection
Revenue			
Revenue Sources			
COLAs used	3.70%	3.46%	2.86%
Gap Funding rates used (Dept. of Finance)	100.00%	100.00%	100.00%
Unduplicated Count %	39.69%	45.60%	48.78%
District Funded ADA	35.09	35.09	35.09
Charter funded ADA	687.40	687.40	687.40
COE funded ADA	5.63	5.63	5.63
Deferred Maintenance to Fund 14 (8091)	19,507.00	19,507.00	19,507.00
Property Taxes % inc/dec	Based on P-1 Estimates	Same as Current Year	1% over Prior Year
Basic Aid Supplemental Funding	\$0	Same as 18-19	Same as 19-20
Federal	Estimated: \$85k Special Education, \$47k Title I, \$7k Title II, \$11k Title III (LEP), 10k Title IV	Same as 18-19	Same as 19-20
Other State - Unrestricted	\$135K 1X Mand., \$12K MBG, \$96K lottery	\$12K MBG, \$96K lottery	\$12K MBG, \$96K lottery
Other State - Restricted	\$31K lottery and \$281K STRS on-behalf \$111K interest, \$2.8K RESIG safety dollars, \$45K Sp. Ed. funding,	Same as 18-19	Same as 19-20
Local		Same as 18-19 less 30% Restricted	Same as 19-20 + 1%
Expenditures			
Certificated Salaries			
Staffing (FTEs)	46.9 FTE Cert, 2.6 FTE Admin	46.9 FTE Cert, 2.6 FTE Admin	46.9 FTE Cert, 2.6 FTE Admin
Step & Column Costs	Matches Position Control	1.65% increase over PY	1.65% increase over PY
Other Adjustments			
Classified Salaries			
Staffing (FTEs) includes vacancies	18.8 FTE	18.8 FTE	18.8 FTE
Step & Column Costs	Matches Position Control	2.5% increase over PY	2.5% increase over PY
Other Adjustments			
Employee Benefits			
Statutory Benefits (Fixed)	STRS 16.28% PERS 18.06%, SUI .05%, OASDI 7.65%, WC .99%	STRS 17.1% PERS 20.7%, SUI .05%, OASDI 7.65%, WC .99%	STRS 18.1% PERS 23.4%, SUI .05%, OASDI 7.65%, WC .99%
Health & Welfare Benefits	Includes retiree benefits \$5,000	Includes retiree benefits \$5,000	Includes retiree benefits \$5,000
Medical	Matches control	Same as 18-19	Same as 19-20
Books and Supplies	1% increase over PY minus 1x expenses	1% increase over PY	1% increase over PY
Services, Other Oper Exp	1% increase over PY minus 1x expenditures	1% increase over PY minus 1x expenditures	1% increase over PY minus 1x expenditures
Special Education			
Unrestricted Contribution	\$137K	Same as 18-19	Same as 19-20
Non-Public School	41K	Same as 18-19	Same as 19-20
Other Spl. Ed Services			
SCOE K-22 Placement	5 students in COE Operated Programs	5 students in COE Operated Programs	5 students in COE Operated Programs
Transportation	Transportation costs \$54K	Transportation costs \$54K	Transportation costs \$54K
Capital Outlay	25K Equipment improvements	25K Equipment improvements	25K Equipment improvements
Other Outgo	Indirect and transfer a apportionment to JPA	Indirect and transfer a apportionment to JPA	Indirect and transfer a apportionment to JPA
Transfers In (provide detail)			
Transfers (Out)	\$19,766 cafeteria, \$25,171 Fund 14, 900K Fd 40	\$19,766 cafeteria, \$25,171 Fund 14	Same as 19-20
Other Uses			
Contribution	RRM \$138K, Spl. Ed. \$137K	RRM \$138K, Spl. Ed. \$137K	RRM \$138K, Spl. Ed. \$137K

107

