

# **CANADIAN SCHOOL DISTRICT**

## **STUDENT RESIDENCY POLICY**

The District is established for the purpose of serving the educational interests of resident students.

### **Definitions**

For purposes of this Policy, the terms listed below have the following meanings:

“Residence,” “residency” and “legal residence” mean the student's present place of abode, provided that it is a place where important family activities (such as sleeping, eating, working, relaxing, and playing) take place during a significant part of each day. Mere presence alone is not sufficient to establish residency. Documentary evidence that may be submitted to establish residency is identified below.

“Person having legal custody” means a person who is legally responsible for the care of the child pursuant to the order of a court or governmental agency responsible for making custody determinations and/or placements.

“Permanent care and custody” means a person who has assumed the care and custody of the child on a continuous and ongoing basis with the intent not to relinquish such care and custody until the child reaches the age of majority.

“Major degree of support” means a substantial contribution to the cost of the child's care, but it need not exceed one-half of all monies expended in the care and support of the child.

### **Basic Residency Requirements**

State law provides that a child's residence for school purposes is the District in which the (1) parents, (2) guardian or (3) person having legal custody of the child holds legal residence.

State law also grants school districts the discretion to permit a child to establish residency by residing with an adult who is a legal resident of the District, but is not the child's parent or guardian or the person having legal custody of the child, IF such adult has assumed permanent care and custody of the child.

The Board of Education has determined that it is in the District's best interests to allow a child to establish residency in the District by residing with an adult who is a legal resident of the District and has assumed permanent care and custody of the child, but is not the child's parent or guardian or the person having legal custody of the child.

For a child to establish residency in the District by residing with an adult who is a legal resident of the District and has assumed permanent care and custody of the child, but is not the child's parent or guardian or the person having legal custody of the child, the following criteria must be met:

A. The adult with whom the child is residing must file a request for determination of residency with the District's Residency Officer. The request must include an affidavit in which the adult attests, under oath, that he or she has assumed permanent care and custody of the child and states the reasons for assuming permanent care and custody of the child.

B. The Residency Officer shall make an initial residency determination pursuant to the procedures outlined below. The person seeking to establish the child's residency in the District shall have the right to request that the Board of Education review the Residency Officer's determination as provided below.

C. The Residency Officer and Board of Education shall consider the facts and unique concerns of each case and shall approve residency only if the information provided demonstrates that the adult has assumed permanent care and custody of the child and contributes the major degree of support to the child.

Pursuant to Oklahoma law, knowingly filing a false affidavit of residency is a misdemeanor punishable by imprisonment in the county jail for not more than one (1) year or a fine of not more than \$500.00, or both.

### **Procedure for Resolving Residency Disputes**

The District recognizes that there may be occasions when there is a dispute regarding residency. Upon enrollment in the school system, the District will verify that the student is a resident of the District or is otherwise entitled to attend school in the District for any reason authorized by law. As a part of this verification process, the District will obtain an address from each student or the student's parent, guardian, or person having legal custody of the child. In providing an address to the District that is within the District's boundaries, the student and student's parent, guardian, or person having legal custody of the child represent that this address is the student's residence. The District may also require, in order to verify residency, certified copies of court orders, guardianship documents, written agreements and affidavits relating to the care, custody and control of the student and any other information the District deems relevant.

If at any time a District administrator has a reasonable belief that the reported residence may not be the residence of the child for purposes of school attendance, the administrator shall notify the student's parent, guardian, or person having legal custody of the child that there is a question regarding the student's legal residency. The student's parent, guardian, or person having legal custody of the child shall be given an opportunity to submit information regarding the student's residency to the District's Residency Officer. All notices required by this policy shall be in writing. Additionally, reasonable alternative arrangements for documenting communications will be made for those persons who are visually impaired or otherwise unable to communicate in writing.

Information or documentation to prove student residency in the District shall include, but not be limited to, proof of provision of utilities, payments of ad valorem taxes, local agreements or contracts

for purchasing/leasing housing, driver's licenses, income tax returns, notes, mortgages, contracts and any other source of proof that is not in conflict with statutory provisions relating to the residence of students.

Any question or dispute as to the residence of a student shall be determined by the Residency Officer and the Board of Education pursuant to the following procedures:

A. The student's parent, guardian, or person having legal custody of the child must notify the Residency Officer, in writing, of the review request within three (3) school days from the date of written denial of admittance or from the date of written notification that the student is considered not to be a resident of the District. Upon receipt of a request for review, the Residency Officer shall allow the parent, guardian, or person having legal custody to provide additional pertinent information in accordance with the District's criteria and the statutory provisions regarding residency. This information must be submitted with the request for review.

B. The Residency Officer must render a decision and notify the student's parent, guardian, or person having legal custody of the child of the decision and reasoning therefore, in writing, within three (3) school days of receipt of the request for review.

C. If the student's parent, guardian, or person having legal custody of the child disagrees with the Residency Officer's decision, such person shall notify the Residency Officer, in writing, within three (3) school days of his or her receipt of the Residency Officer's decision. The Residency Officer will submit his or her findings and all documents reviewed to the Board of Education. The Board of Education will review the decision and the documents submitted on behalf of the District and the student and will render a decision at the next Board Meeting. The decision of the Board of Education shall be the final administrative decision.

D. In an effort to place students in school as quickly as possible, timelines shall be followed unless due to emergency circumstances both parties agree to an extension of timelines.

### **Miscellaneous Policy Provisions**

Hearings involving more than one student where students are related or residing in the same household may be consolidated at the discretion of the Residency Officer and the Board of Education.

If the residency dispute involves an 18-year-old student, all notices will be delivered to the student.

If already enrolled and attending school in the District, a student or students involved in a dispute related to the student's residency may remain in school until available appeals are exhausted when the student or the student's parent, guardian, or person having legal custody of the child has filed an appeal in the manner and within the time permitted by this Policy.

The Residency Officer shall be in charge of maintaining the files related to a residency dispute, ensuring that the principals or others directly involved in such a dispute forward their records of the dispute following their involvement, and otherwise keeping all communications involving the dispute intact.

The District's Residency Officer is: Michael Broyles, Superintendent [mbroyles@canadian.k12.ok.us](mailto:mbroyles@canadian.k12.ok.us) or 918-339-2705.

The Board of Education understands that there may be some instances where residency may be established on a date other than the date the student was enrolled in the District. For any period during which a student is enrolled in the District, but is not a resident of the District, the District may charge tuition if it is established that the student's parent, guardian, or person having legal custody of the child knew or should have known that the child or children who are the subject of the residency dispute were not residents of the District. The tuition shall be based on a per capita cost of educating a student in the District during the preceding year. This issue may be raised along with other issues related to the residency dispute and shall be heard in the same manner.

The District shall provide for educational services for homeless children as required by law.

The District reserves the right to require re-verification of student residency at the beginning of each school term.

A copy of this Policy shall be provided to the student's parent, guardian, or person having legal custody of the child as soon as possible following the inception of any residency dispute.

### **Special Definitions and Procedures Applicable to Homeless Children and Youth**

"Homeless children and youth" means students who lack fixed, regular and adequate nighttime residence, and includes:

- A. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
- B. Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- C. Children and youths who are living in cars, parks, public spaces, buildings, substandard housing, bus or train stations, or similar settings; and
- D. Migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in A. through D.

### **Enrollment, Records and Immunizations**

Federal law provides that homeless children and youth, individually or through a parent or guardian, may choose to attend the school in the area in which they are currently living. The District's Residency Officer will determine whether a student is a homeless child or youth for purposes of

establishing residency and promptly advise the parent, guardian or person having legal custody of the child of the decision, both orally and in writing, if possible. If there is no such person, the Residency Officer will advise the student. The District will enroll each homeless student and permit his or her full participation in all school programs, whether or not the student is accompanied by a parent, guardian or person having custody of the child, and without proof of residence, current immunizations and traditional enrollment documentation, such as school records and medical/immunization records. The District's homeless liaison may assist the student and school in obtaining those items. A parent, guardian or person having legal custody of the child who disagrees with the Residency Officer's determination may appeal the decision to the Board of Education under the procedure identified below. If there is no parent, guardian or person having legal custody of the child available, the student may appeal the decision.

### **Special Definitions and Procedures Applicable to Transitioning Military Children**

"Children of military families" means a school-aged child(ren), enrolled in kindergarten through twelfth grade, in the household of an active duty member.

"Active duty" means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Military Reserve on active duty orders pursuant to Title 10, Sections 1209 and 1211 of the United States Code.

"Military student" means the child of a military family for whom the local education agency receives public funding and who is formally enrolled in kindergarten through twelfth grade.

"Transition" means (a) the formal and physical process of transferring from school to school or (b) the period of time in which a student moves from one school in the sending state to another school in the receiving state.

"Sending state" means the state from which a child of a military family is sent, brought, or caused to be sent or brought.

"Receiving state" means the state to which a child of a military family is sent, brought, or caused to be sent or brought.

"Uniformed service(s)" means the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration and Public Health Services.

### **Establishing Residency**

State law provides that transitioning military children placed in the care of a noncustodial parent or other person standing in *loco parentis*, may attend school in the District in which the noncustodial parent or person standing in loco parentis to the transitioning military child holds legal residence. Similarly, transitioning military children placed in the care of a noncustodial parent or other person standing in loco parentis may continue to attend the school in which the student was enrolled while residing with the custodial parent. A special power of attorney relating to the guardianship of a

military child and executed under applicable law shall be sufficient for purposes of enrollment and all other actions requiring parental participation and consent.

### **Enrollment**

The District will promptly accept unofficial or “hand-carried” educational records and transcripts in lieu of official education records and transcripts for transitioning military children. Upon receipt of such records, the District will promptly enroll the transitioning military child. However, upon enrollment, the District will request official educational records and transcripts from the school in the sending state. The District’s Residency Officer will determine whether a student is a transitioning military student for purposes of establishing residency and promptly advise the parent or other person standing in loco parentis of the decision, both orally and in writing, if possible. A parent or other person standing in loco parentis who disagrees with the Residency Officer’s determination may appeal the decision to the Board of Education under the procedure identified above.

### **Grade Level Placement**

Transitioning military children, including children entering kindergarten, shall be able to enroll in the same grade level in which they were enrolled in the sending state, regardless of age, time of transfer or age requirements of the receiving state.

### **Course Level and Educational Program Placement**

To the extent that this District is in a receiving state, the District may subsequently perform course placement and educational program evaluations of a transitioning military student. However, the District will initially place the transitioning military student in courses and programs comparable to those in which the student was a participant while in the sending state, including, but not limited to, Honors, International Baccalaureate, Advanced Placement, Gifted and Talented, English as a Second Language, Special Education and vocational, technical and career pathway courses. The District will make these accommodations whether or not the student has fulfilled the necessary prerequisites in the District or receiving state.

### **Extracurricular Activities**

When appropriate, the District will provide transitioning military children the opportunity to participate in extracurricular participation, regardless of application deadlines.

### **Immunizations**

Transitioning military children shall have thirty (30) days from the date of enrollment to obtain any immunizations required by Oklahoma law. For a series of immunizations, such children must obtain initial vaccinations within thirty (30) days.

### **Tuition**

The District may not charge tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a District other than that of the custodial parent if the parent or other person standing in *loco parentis* lives within the boundaries of this District.

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ADOPTED this 5th day of November, 2018 by the Canadian Board of Education

**AFFIDAVIT OF PERSON WHO HAS  
ASSUMED PERMANENT CARE AND CUSTODY OF STUDENT**

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The undersigned, being of lawful age and after being duly sworn upon oath, state as follows;

I presently reside at: \_\_\_\_\_,  
which is within the geographical boundaries of the **Canadian School District**.

I have assumed the permanent care and custody of \_\_\_\_\_,  
a minor, and I desire to enroll him/her in the District. I understand that “permanent care and custody” means  
that I have assumed responsibility for the care and custody of the above-named minor on a continuous and  
ongoing basis, and I do not intend to relinquish such care and custody until the above-named minor reaches the  
age of majority.

The detailed reason(s) that I have assumed the permanent care and custody of the above named minor are as  
follows (**print clearly**):

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I contribute the major degree of support to and for the above-named minor.

I understand that the statements made herein are made under oath and that knowingly filing a false Affidavit of  
Residency is a misdemeanor, punishable by imprisonment in the county jail for not more than one (1) year or a  
fine of not more than \$500.00, or both.

\_\_\_\_\_  
**Print Full Name**

\_\_\_\_\_  
**Sign Full Name**

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public Signature**

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