

Lindhurst High School
Presentation to the Board of Trustees
10/9/12

The first days of the 2012-13 school year have been charged with energy, focus, and a new optimism that the students of Lindhurst High School can and will succeed both socially and academically. The new format for freshman orientation saw hundreds of parents on campus with their children clearly dedicated to supporting the educational experience of their children. This was spearheaded by our Associated Student Body. This year's ASB hit the ground running in the middle of summer with their summer retreat. They have brought new ideas and enthusiasm to LHS. We had our first outside dance which saw huge success and attendance for our first home football game. It was a powerful and encouraging beginning for our new school year.

Academically, we are off to a good start. We have received our rough numbers from the STAR testing that took place in the spring of 2012. The data shows that in most areas, we have maintained or increased our level. As of today, September 17, 2012, we are anxiously awaiting the tabulated results for our API. We are confident with the efforts we have made and expect to see a continuation of our increasing scores despite the cuts in support classes we have had to incur due to staffing reductions in September of last year. We have received our 10th grade CAHSEE scores; 75% pass rate in math and 70% pass rate in English Language Arts. This is a slight drop from the previous year and when looking at the subgroups that we felt would be an issue last spring turned out to be was in fact our English Learner subgroup. That group dropped 19% in Math and 12% in ELA. With the staffing cut we took in September, major changes had to be made to the master schedule impacting primarily our English Learners and as will a complicated master schedule it affected many subjects but mainly their English and Math classes. To help ensure greater success, even with losing 15 additional sections this year, we made sure that our English Learners would be about to have stable SDAIE classes in all core subject areas including English and Algebra. It is to be noted that LHS tests half of all sophomores in the district for the CAHSEE of that LHS tests 74% of all English Language Learners for the CAHSEE in MJUSD or 25% of our students testing are English Language Learners. This is greatly above the state average of 15% and 9% of MHS. Also, to be noted and celebrated is that last year out of 284 seniors, only six did not receive a diploma due to the CAHSEE which is only 2%. We will get that number down to zero!

Traditionally, one of the major challenges of starting a new school year is the implementation of the master schedule. Typically, students will find themselves on the first day of school with incomplete or unworkable schedules. Often these difficulties can take upward of three weeks to correct. This year, we are pleased to say that 100% of our students were placed on the first day of school with the exception of new enrollees. The only adjustments necessary were for the purpose of balancing class size and those changes were largely complete within the first week of school. This translates into less disruption of students learning and less frustration for both teachers and students who are able to dive straight into their classes without stops and restarts.

Lindhurst continues to offer a variety of Advanced Placement courses for students who need extra academic rigor and challenge. Likewise, support and intervention courses are structured to accelerate the ascension of underperforming students to grade level although these are getting tougher to offer with staffing cuts. We feel that with these efforts we will continue to move forward and out of the designation of program improvement. More importantly, we are targeting the needs of the individual students with the anticipated result being that our graduates will be fully prepared for college, trade school, or work when they leave Lindhurst.

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**MEMORANDUM OF UNDERSTANDING
Agreement 13-3927-2**

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "**SCOE**," and **Yuba Gardens Intermediate School**, hereinafter referred to as "**School**."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the School in regards to delivering school support. Once signed, this Memorandum of Understanding shall be effective from **September 1, 2012**, through **June 30, 2013**.

SCOE agrees to:

1. Provide a primary contact person for all work under this agreement: The contact will be:
 - ✓ Christine Anderson
 - ✓ 916-228-2634
 - ✓ canderson@scoe.net
2. Provide six days of support focusing on transitioning to the California Common Core State Standards and instructional practices to Yuba Garden's staff. Support dates are to be determined. Support includes:
 - Professional development
 - Coaching
 - Walk-throughs
3. Invoice the District within 30 days of the completion of services.

School agrees to:

1. Provide a primary contact person for all work under this agreement: The contact will be:
 - ✓ Kari Ylst, Principal
 - ✓ (530) 741-6194, ext. 7004
 - ✓ kylst@mjUSD.com
2. Provide facility, projector screen, and table supplies if needed
3. Provide facility insurance and indemnification.
4. Pay for 1.5 days of production, communication, follow-up and other activities completed away from the school site.
5. Pay SCOE money due within 60 days of invoicing. Fee is \$550/day. (Total not to exceed \$4,125)

Notes: SCOE will not provide food. SCOE copyrights all of its instructional materials.


Indemnity. SCOE shall indemnify, defend, and hold harmless School, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of SCOE, its officers, agents, or employees.

School shall indemnify, defend, and hold harmless SCOE, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney's fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of School, its officers, agents, or employees.

SCOE and School shall monitor this agreement to oversee implementation of project activities.

Sacramento County Office of Education:

Sue Stickel, Deputy Superintendent
Curriculum & Intervention

 9/25/12

Signature and Date

Yuba Gardens Intermediate School:

Kari Ylst, Principal Gay Todd, Supt.

Signature and Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				12	23068	7273	00
Attention Gay Todd				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office				Resource Code	Revenue Object Code		58
Telephone 530-741-6000				7010	8590		INDEX
Name of Grant Program 2012-13 Agricultural Career Technical Education Incentive Grant							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$31,393		\$31,393		7/1/12	6/30/13	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
<p>I am pleased to inform you that you have been funded for the 2012-13 Agricultural Career Technical Education Incentive Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Bob Heuvel, Administrator Agriculture and Home Economics Education Unit California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Bob Heuvel				Job Title Administrator			
E-mail Address bheuvel@cde.ca.gov					Telephone 916-319-0673		
Signature of the State Superintendent of Public Instruction or Designee Tom Torlakson					Date September 19, 2012		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent Gay Todd, Ed.D.				Title Superintendent			
E-mail Address					Telephone 530-749-6101		
Signature 3					Date 25 September 2012		

GRANT AWARD NOTIFICATION (Continued)

Marysville Joint Unified School District has been funded for the 2012-13 Agricultural Career Technical Education Incentive Grant. If the school(s) listed on the schedule complies with the established outcome identified in the grant, the state agrees to pay the school district the allocated amount(s) as indicated. The allocation(s) is based on the amount requested on the application(s) from the eligible site(s) in your district and any adjustments based on availability of funds. The first allocation reflects approximately 75 percent of your total allocation. The release of this payment will be done in anticipation of the 2011-12 Agricultural Career Technical Education Incentive Grant Report of Expenditures being received. This report is due in the Regional Supervisor's Office by October 15, 2012. The report instructions and form may be downloaded from the California Agricultural Education Web site at <http://www.cde.ca.gov/fg/fo/r17/agin12rfa.asp>.

Questions regarding grant allocations should be directed to the Regional Supervisor:

- North Coast Region and Central Region's Delta/Cal, Sacramento, and Yolo Sections
Hugh Mooney 916-319-0488 hmooney@cde.ca.gov
- San Joaquin Region and Central Region's Merced/Mariposa and Stanislaus/Tuolumne Sections
Charles Parker 559-278-5777 cparker@cde.ca.gov
- South Coast Region
Greg Beard 805-756-2402 gbeard@calpoly.edu
- Southern Region
Jack Havens 909-869-4496 jhavens@csupomona.edu
- Superior Region
Jeanette Sturzen 530-342-7541 agrededucation@csuchico.edu

Funds will be distributed per the following schedule and expended in accordance with the district's approved 2012-13 application and original guidelines. The final 25 percent payment is expected to be released in April 2013.

	<u>1st Payment</u>	<u>2nd Payment</u>	<u>Total</u>
Lindhurst HS	\$8,441	\$2,814	\$11,255
Marysville HS	\$9,410	\$3,136	\$12,546
S. Lindhurst HS	\$5,694	\$1,898	\$7,592
District Totals	\$23,545	\$7,848	\$31,393

Conditions and assurances previously agreed upon as part of the original application and included as part of this grant award packet are still applied as part of the conditions of this award.

To accept this award, the AO-400 must be signed and returned to the California Department of Education within ten days of receipt. The AO-400 must contain the original signature of an authorized agent for the school district. Grant funds cannot be released until this AO-400 is returned.

Ashley Vette

MJUSD
Personnel Dept.

From: Ashley Vette
Sent: Thursday, September 27, 2012 10:28 AM
To: 'kristen blankenship'
Subject: RE: [SCANNED] resignation

SEP 27 2012

RECEIVED

Thank you Kristen. I'm sad to see you go but wish you well in future endeavors. You will be a great psychologist. I would be happy to write you a letter of recommendation should you ever need one.
Good luck!!
Ashley

From: kristen blankenship [<mailto:kristenblankenship@hotmail.com>]
Sent: Thursday, September 27, 2012 9:13 AM
To: Ashley Vette
Subject: [SCANNED] resignation

After two amazing years with S.T.A.R.S. I must dismally resign from my role as activity provider. I thank everyone so much for the opportunities that have come my way thanks to my position. I have learned so much and cannot wait to use what I've learned in my future endeavors! My last day will be 10/5/2012.

Thanks again so much Ashley!
-Kristen
(530)2187969

received verbal - 9/24/12

email - 9/27/12

Ashley Vette

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*Nancy Henshaw
1676 Clark Avenue
Yuba City, CA, 95991
Phone (530) 673-8584
rlhnkh@comcast.net*

MJUSD
Personnel Dept.
SEP 21 2012
RECEIVED

September 19, 2012

*Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901*

Dear Cabinet Members & Board of Trustees

Please accept this letter of my intent to retire from Marysville Joint Unified School District on December 31, 2012.

Thank you for your encouragement & support through- out the years and giving me the opportunity to serve the District.

Sincerely,

Nancy Henshaw

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: Marysville Joint Unified School District

Person completing this form: Ramiro G. Carreón Title: Asst. Superintendent

Quarterly Report Submission Date: ☐ April 2012
 (check one) ☐ July 2012
☒ October 2012
☐ January 2013

Date for information to be reported publicly at governing board meeting: October 9, 2012

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Dr. Gay Todd
 Print Name of District Superintendent

Gay Todd
 Signature of District Superintendent

October 1, 2012
 Date

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**California Work Opportunity
And
Responsibility to Kids Program
(CalWORKs)**

Non-Paid Work Experience

Work Site Agreement

This agreement is entered into between the County of Yuba ("COUNTY"), a political subdivision of the State of California, on behalf of its Health and Human Services Department, and Marysville Joint Unified School District (hereinafter "CONTRACTOR"), a ☒ public entity ☐ private non-profit entity ☐ private for profit entity on the 9th day of October, 2012.

WHEREAS, pursuant to the CalWORKs Program, codified in Division 9, Part 3, Chapter 2 commencing with Section 11200, of the California Welfare and Institutions Code, COUNTY is required to provide employment and training to qualified participants in the CalWORKs program; and

WHEREAS, the Yuba County Health and Human Services Department, through its Employment Services, is assigned the responsibility of administering the CalWORKs Program on behalf of the COUNTY; and

WHEREAS, CONTRACTOR has available a work site and is willing to make that work site available so that participants in the CalWORKs Program can obtain work experience.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to the following:

1. CONTRACTOR shall provide supervised work as a training element for work experience participants referred to the CONTRACTOR by COUNTY.
2. CONTRACTOR shall use participants in positions to supplement its workforce. CONTRACTOR understands that under no circumstances shall a CalWORKs participant supplant regular employees of CONTRACTOR, pursuant to Welfare and Institutions Code Section 11324.6, which states a work experience position may not be created as a result of, and may not result in any of the following:
 - a. Displacement or partial displacement of CONTRACTOR'S current employees, including, but not limited to, a reduction in hours on non-overtime and overtime work, wages or employment benefits.
 - b. The filling of positions which would otherwise be promotional opportunities for CONTRACTOR'S current employees, except when positions are to be filled through an open process in which CalWORKs participants are provided equal opportunity to compete.

- c. The filling of a position, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
 - d. The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.
 - e. The filling of a position created by termination in work force, caused by the CONTRACTOR'S intent to fill the position pursuant to the CalWORKs Program.
 - f. A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between CONTRACTOR and CONTRACTOR'S employees.
 - g. The filling of a work assignment customarily performed by a worker in a job classification with a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
 - h. The termination of contract services, prior to its expiration date, that results in the displacement or partial displacement of workers performing contracted services, caused by the CONTRACTOR'S intent to fill the position with a subsidized position pursuant to the CalWORKs Program.
 - i. The denial to a CalWORKs participant of protections afforded other workers on the work site by the state and federal laws governing workplace health, safety, and representation.
3. CONTRACTOR understands that the California Department of Social Services Manual of Policies and Procedures (MPP) Section 42-720.4 provides that a specific grievance process shall be used to resolve the complaints of regular employees or their representatives who believe the assignment of a CalWORKs participant to work experience violates any of the displacement provisions set forth in Section 2.

CONTRACTOR shall:

- a. Notify the appropriate labor union of the use of a CalWORKs participant by the CONTRACTOR; and
 - b. Notify non-union employees of the use of a CalWORKs participant by the CONTRACTOR and the availability of the grievance process by the display of the Notice to Employee (Exhibit A) at CONTRACTOR'S work site, provided no CalWORKs participant is identified in said display.
4. All displacement complaints shall be in written form and shall include the full name, address (if any) and the telephone number (if any) of the alleged displaced employee, the full name of the employer against whom the complaint is filed, a

clear and concise statement of the facts concerning the alleged displacement, including pertinent dates, and a statement that the complaint has been signed under penalty of perjury. The grievance procedure required by the Manual of Policies and Procedures is attached hereto and incorporated herein by this reference as Exhibit B.

5. Both parties agree CONTRACTOR is under no obligation to compensate the CalWORKs participant for work performed.
6. CONTRACTOR understands that Workers' Compensation Insurance coverage shall be provided by the State of California pursuant to the All County Letter 11-17, dated February 16, 2011, attached hereto and incorporated herein by this reference as Exhibit C.
7. When a CalWORKs participant is assigned to work at CONTRACTOR'S work site, CONTRACTOR shall provide each participant with the following:
 - a. Orientation to the work site (i.e. conditions of work, employer expectations, etc.)
 - b. Reasonable and proper supervision and instructions regarding duties and work activity.
 - c. Safety instructions and equipment necessary for protection against injury and damage in accordance with OSHA Guidelines.
 - d. The same working conditions as CONTRACTOR'S current employees, such as coffee breaks and lunch breaks.
8. CONTRACTOR agrees:
 - a. To report the CalWORKs participant's attendance and information relating to performance as may be required by COUNTY in a timely manner. CONTRACTOR understands that the CalWORKs participant may not participate in the work activity more than the number of hours per week authorized by the COUNTY. The duration of the assignment shall not exceed 12 months, unless COUNTY and the CalWORKs participant agree to this extension.
 - b. To inform and to consider the CalWORKs participant for any job opening occurring at the work site and to provide the participant with the opportunity to participate in classified service examinations equivalent to the training position the participant occupies.
 - c. To utilize the CalWORKs participant to perform duties at the training level.
9. COUNTY has the right to observe and monitor all conditions and activities involved in the performance of this agreement.

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10. Both parties understand that CONTRACTOR is not an agent of the COUNTY. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, expressed or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, expressed or implied to bind COUNTY to any obligation whatsoever.
 11. CONTRACTOR may not assign or subcontract any right or obligation pursuant to the Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
 12. COUNTY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.
 13. CONTRACTOR, shall defend, and hold harmless, COUNTY, its elected and appointed councils, boards, commissions, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death as well as for property damage, which may arise from intentional negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors, including CalWORKs participants.
 14. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, agents, and employees from liability for damage or claims for damage for personal injury, including death as well as for property damage, which may arise from the intentional or negligent acts or omissions of the COUNTY in the performance of services under this Agreement by COUNTY, or any COUNTY's elected and appointed councils, board, commissions, officers, agents, or employees; however, it is expressly understood that CalWORKs participants are not agents, officers or employees of the COUNTY.
 15. No modifications of the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto. There are no oral understandings or agreements between the parties that have not been incorporated herein.
 16. An agreement specific to the training to be provided and the duration thereof for each CalWORKs work site will be incorporated onto this agreement as an attachment and become a part hereof.
 17. Either party may terminate this Agreement upon ten calendar days prior written notice to the other party. In addition, COUNTY may immediately terminate this Agreement upon violation of the Agreement by CONTRACTOR.
 18. CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR, including CalWORKs participants, or applicants for employment or for services or against any member of the public because of race, religion, color, natural origin, ancestry, physical handicap, medical condition,

marital status, age, or sex. CONTRACTOR shall comply with the provision of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations and incorporated into this agreement by the reference and made part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued to said Act.

19. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of Section 405, et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.
20. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

COUNTY OF YUBA

CONTRACTOR

(Signature) (Date)

(Signature) (Date) 10/9/12

Suzanne Nobles, Director
(Printed Name) (Title)

Gay Todd, Superintendent
(Printed Name) (Title)

Executed pursuant to Resolution 2006-49

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES, COUNTY COUNSEL

Maria Bryant-Bellard

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VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT _____

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other providing services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

NOTICE TO EMPLOYEES

Your employer has included CalWORKs work experience program participants in the work force at this location. State law prohibits employers from using CalWORKs participants in a way that will cause other employees to lose their jobs, be laid off, or to have work hours reduced, including overtime hours currently being worked. An employer cannot place CalWORKs participants into jobs which would otherwise be promotional opportunities for existing employees, or into vacant positions which are not newly created jobs. Finally an employer must not violate any personnel rules when including a CalWORKs participant in his or her work force.

If you believe your employer has violated any rules disclosed above and this has led to a problem with your job, you may file a complaint with the county. The county will work with your employer to try to resolve the problem. If the problem cannot be worked out, you may request a hearing with the state.

A complaint against your employer must be in writing and contain the following information:

- Your full name and address (if you have one), and your telephone number (if you have one);
- The full name and address of your employer;
- A clear and brief statement of the facts, including important dates, which have led you to file this complaint;
- A statement that this complaint has been filed under penalty of perjury.

Send your complaints to this address:

YUBA COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
EMPLOYMENT SERVICES
CalWORKs WORKSITE COORDINATOR
P.O. BOX 2320
MARYSVILLE, CA 95901

EMPLOYEE DISPLACEMENT GRIEVANCE PROCESS

The following grievance process shall be used to resolve the complaints of regular employees or their representatives who believe the assignment of a CalWORKs participant for work experience violates any of the displacement provisions set forth in Section 2.

1. INFORMAL RESOLUTION

- A. Upon receipt of a written complaint by the employee or employee's representative, COUNTY shall contact both the complainant and the employer and attempt to informally resolve the complaint. This period of informal resolution shall commence on the date the complaint is received by COUNTY and shall not exceed ten calendar days. However, nothing shall prohibit an informal resolution of the complaint during this grievance process.
- B. Following its efforts to informally resolve the complaint, COUNTY shall send a letter informing the complainant of the following:
 - The employer's response to the complaint, including any actions the employer is willing to take toward informal resolution;
 - The right to request a formal hearing if the complainant is dissatisfied with the employer's informal response;
 - The procedures for filing a formal hearing, including the address to which a request for hearing should be sent; and
 - The time limit for filing a request for formal hearing.

2. FORMAL HEARING

If the complaint cannot be informally resolved, the complainant may request a formal hearing by filing a written request no later than ten calendar days following the employee's receipt of the letter from COUNTY. The date postmarked on this request shall be considered the date of its filing. Formal hearings shall be conducted by the California Department of Social Services (CDSS), State Hearings Division in accordance with the CDSS MPP, Division 22. The following is an overview of the formal hearing process.

- A. CDSS shall inform all parties in writing of the date, time and location of the hearing.
 - 1) Upon the request of any party to the complaint, a hearing may be postponed for good cause prior to or at the hearing. CDSS

shall have the authority to request verification to support the request for postponement. The criteria for good cause includes, but is not limited to, the following:

- Death in the family
- Personal illness or injury
- Sudden and unexpected emergencies which prevent the complainant or the employer (or their respective authorized representatives) from appearing
- A conflicting court appearance which can not be postponed

B. Attendance at the hearing is ordinarily limited to complainant, COUNTY representative, employer, legal counsel authorized, authorized interpreter, authorized representatives and witnesses relevant to the issue. Other persons may attend if the complainant agrees to or requests their presence and the Administrative Law Judge (ALJ) determines that their presence will not be adverse to the hearing.

1) An authorized representative is an individual or organization that has been authorized by the complainant or affected employer to act on their behalf in any and all aspects of the formal hearing. An authorized representative may include legal counsel, a relative, friend or other spokesperson.

C. The hearing shall be conducted in an impartial manner and recorded. The issues at the hearing shall be limited to those issues which are reasonably related to the request for hearing.

D. The rights of each party to the complaint shall include the right to:

- Examine witnesses and conduct cross-examination
- Introduce exhibits
- Bring witnesses

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C. The hearing shall be conducted in an impartial manner and recorded. The issues at the hearing shall be limited to those issues which are reasonably related to the request for hearing.

D. The rights of each party to the complaint shall include the right to:

- Examine witnesses and conduct cross-examination
- Introduce exhibits
- Bring witnesses
- Examine all documents
- Make oral or written argument

All testimony given at the formal hearing shall be submitted under oath, affirmation, or penalty of perjury. Any party who wishes to submit a

document into evidence shall provide a copy of the document to the other party free of charge.

E. A written hearing decision shall be issued within 90 calendar days of the date the complaint was received by CDSS. Copies of the written decision shall be sent to all affected parties. When the hearing decision upholds the displacement complaint, the decision shall:

- Require termination of the assignment which brought the complaint and any other assignments which have caused the displacement of regular employees.
- Identify those actions which shall be taken to remedy the displacement.



JOHN A. WAGNER
DIRECTOR

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February 16, 2011

ALL-COUNTY LETTER NO. 11-17

REASON FOR THIS TRANSMITTAL

- ☐ State Law Change
- ☐ Federal Law or Regulation Change
- ☐ Court Order
- ☐ Clarification Requested by One or More Counties
- ☒ Initiated by CDSS

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY CALFRESH COORDINATORS
ALL COUNTY WELFARE-TO-WORK COORDINATORS

SUBJECT: WORKERS' COMPENSATION INSURANCE COVERAGE FOR PARTICIPANTS IN THE CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CalWORKs) PROGRAM AND THE CALFRESH EMPLOYMENT AND TRAINING PROGRAM

REFERENCE: ALL COUNTY LETTERS (ACL) 95-69, 96-09, 00-14 AND ALL COUNTY INFORMATION NOTICE I-10-98

The purpose of this letter is to provide counties with updated information regarding workers' compensation coverage for CalWORKs and CalFresh Employment and Training (E&T) Program participants. The California Department of Social Services (CDSS) contracts with the State Compensation Insurance Fund (SCIF) to administer the workers' compensation benefits to specified CalWORKs and CalFresh E&T Program participants. The CalFresh E&T Program is California's employment and training program for Supplemental Nutrition Assistance Program applicants and recipients. CalFresh E&T Program participants receive CalFresh benefits each month, but do not get a monthly cash grant under the CalWORKs program. The California Department of General Services, Office of Risk and Insurance Management manages the workers' compensation program for CDSS.

CalWORKs Welfare-to-Work Program

Workers' compensation is covered by the state for individuals while they participate in the following CalWORKs Welfare to Work activities including but not limited to:

- Unpaid Work Experience
- Unpaid Community Service
- Subsidized Employment

CalFresh Employment and Training Program

Workers' compensation is covered by the state when a CalFresh recipient is participating in one of the following CalFresh E&T activities:

- Workfare
- On-the-Job Training
- Work Experience

SCIF Reporting Requirements for the CalWORKs and CalFresh E&T Programs

Form SCIF e3067 - Employer's Report of Occupational Injury or Illness:
<http://www.statefundca.com/pdf/e3067.pdf>

When an employee is injured on the job, the law requires employers to file an Employer's Report of Occupational Injury or Illness (SCIF e3067) within five days after knowledge of injury (SCIF recommends within 24 hours). In addition, every serious injury, illness, or death must be reported immediately by telephone to the nearest office of the California Division of Occupational Safety and Health (DOSH). A list of DOSH offices can be found at the following link: <http://www.dir.ca.gov/dosh/DistrictOffices.htm>.

After filling out the required SCIF e3067 form, counties/employers shall provide this information to the Claims Reporting Center (CRC) via telephone, who then will accept the initial report of occupational injury or illness from the counties/employers. To assist the person calling in to the CRC, the reporting process is as follows:

- The counties/employers will report all applicable CalWORKs/CalFresh E&T injuries to the CRC by calling the toll free number (888) 222-3211.
- The CRC will use a specialized "intake sheet" created specifically for the CalWORKs and CalFresh E&T programs to take all pertinent claims information and complete the SCIF e3067 over the phone. For a person calling in a claim, they will need to provide the following policy number and group name:
 - For a CalWORKs claim:
 - Policy number "0000"
 - Group name "CONTRG".
 - For a CalFresh E&T claim:
 - Policy number "0000"
 - Group name "CONTRG/FSET".