

# YUBA COUNTY BOARD OF EDUCATION

935 14th Street  
Marysville, CA 95901

## Agenda

March 13, 2019



Marjorie Renicker

George Smith, President

Mary Hovey

Desiree Hastey, Vice President

Eva Teagarden

Trustee Area 1

Trustee Area 2

Trustee Area 3

Trustee Area 4

Trustee Area 5



Francisco Reveles, Ed.D.  
Superintendent



**YUBA COUNTY BOARD OF EDUCATION  
REGULAR MEETING**

Wednesday, March 13, 2019 – 4:30 P.M.

Yuba County Office of Education

935 14<sup>th</sup> Street – Oak Room

Marysville, CA 95901

**AGENDA**

1. CALL TO ORDER, ATTENDANCE, AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

**ACTION ITEM**

3. CONSENT AGENDA

**ACTION ITEM**

3.1 Approval of Minutes of February 13, 2019 – Pages 4-6

3.2 Temporary County Teacher Certificates – Page 7

The above items are self-explanatory. All items on the Consent Agenda are considered a routine item or one that has been previously discussed. Any Board Member may request that an item be pulled for further discussion.

4. PUBLIC COMMENTS ON NON-AGENDA ITEMS

This item is being placed on the agenda to allow any member of the public to speak on non-agenda items or to share information with the Board. Persons wishing to address the Board are requested to fill out a “Request to Speak” card before the start of the meeting and give it to the secretary, Board President, or superintendent. Individual speakers will be allowed five minutes to address the Board ~ fifteen minutes’ total time for public input on each item.

The California Government Code, Section 54595.2(a)(2) states, “*No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.*”

5. SUPERINTENDENT’S REPORT

5.1 THIS ITEM PROVIDES AN OPPORTUNITY FOR THE DIRECTORS/SUPERINTENDENT/BOARD MEMBERS TO SHARE VARIOUS ITEMS OF INTEREST

**INFORMATION ITEM**

5.2 THE FIVE30 EVENT CENTER PRESENTATION  
Jim Carpenter

**INFORMATION ITEM**

Presentation to the Board of Education on the Memorandum of Understanding for The Five30 to use Yuba County Office of Education vacant lot for overflow parking.

- 5.3 FUSION EARLY LEARNING PRESENTATION **INFORMATION ITEM**  
Micheyl Walker and Clint Charlson
- 5.4 COMMUNITY ENGAGEMENT LIAISON UPDATE **INFORMATION ITEM**  
Amy Nore
- 5.5 COUNTY OFFICE OF EDUCATION OPTIONAL AGREEMENT TO CONDUCT OUTREACH RELATED TO THE CALIFORNIA COMPLETE COUNT (CCC) 2020 CENSUS – Pages 8-30 **INFORMATION/ACTION ITEM**  
Dr. Reveles

The CCC provides County Office of Education an optional agreement to fund outreach activities and to promote participation in the 2020 decennial census.

**Recommend** the Board to not participate in the County Office of Education Optional Agreement to Conduct Outreach related to the CCC 2020 Census.

- 5.6 SUBMISSION OF CLASSIFIED OPENERS FOR 2019-2020 NEGOTIATIONS (CSEA) – Pages 31-32 **INFORMATION ITEM**  
Dr. Reveles

Requests have been submitted to the Superintendent from the classified employee group asking that this item be placed on the agenda as required by law. No action is necessary.

- 5.7 PUBLIC HEARING CLASSIFIED OPENERS **ACTION ITEM**  
Superintendent Dr. Reveles

This is a routine process required by law to allow the public an opportunity to comment on the classified openers.

6. EDUCATIONAL SERVICES

- 6.1 YUBA COUNTY SYSTEM OF SUPPORT PLAN – Pages 33-41 **INFORMATION/ACTION ITEM**  
Bobbi Abold

Education Code 52066 specifies that beginning with the 2018-2019 fiscal year, the County Superintendent of Schools shall prepare and present a summary of how the County Superintendent will support school districts in implementing the statutory and regulatory requirements of the LCAPs.

7. FISCAL SERVICES

- 7.1 ACCEPTANCE OF SECOND INTERIM REPORT  
FOR 2018-2019  
Violette Begley

**ACTION ITEM**

The Second Interim Report represents a status report for the Yuba County Office of Education's fiscal condition for the period ending January 31, 2019. Copies of the report will be available at the meeting.

**Recommend** the Board accept the Second Interim Report for 2018-2019.

- 7.2 REQUEST FOR ALLOWANCE OF ATTENDANCE  
BECAUSE OF EMERGENCY CONDITIONS  
(FORM J-13A) – Pages 42-46  
Violette Begley

**ACTION ITEM**

Our Yuba County Preparatory Charter is requesting an ADA School Closure allowance for November 15, 2018 and November 16, 2018 from CDE because of loss of ADA from unhealthy to hazardous air quality from the Butte County Camp Fire.

**Recommend** the board approve the request for ADA School Closure allowance and sign the affidavit of the governing board members to complete the request to CDE.

8. OTHER ITEMS TO COME TO THE ATTENTION OF THE BOARD

**INFORMATION ITEM**

9. ADJOURN

*In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board Meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at 749-4853. Notification at least 48 hours prior to the meeting will enable the Superintendent's Office to make reasonable arrangements to ensure accessibility to the Board meeting.*

*All Open Session Agenda related documents are available to the public for viewing at the Yuba County Office of Education located at 935 14th Street, Marysville, CA 95901.*

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REGULAR MEETING**

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935 14<sup>th</sup> Street – Oak Room  
Marysville, CA 95901

<p><b>1. CALL TO ORDER, ATTENDANCE, PLEDGE OF ALLEGIANCE</b></p>	<p>A regular meeting of the Yuba County Board of Education was called to order at 4:30 p.m. at the Yuba County Office of Education, 935 14th Street, Marysville, by President George Smith.</p>
	<p>Present were Desiree Hastey, Marjorie Renicker, George Smith, and Eva Teagarden. Mary Hovey was absent.</p>
<p><b>2. APPROVAL OF AGENDA</b>  <b><u>ACTION ITEM</u></b></p>	<p>Motion made by Desiree Hastey and seconded by Eva Teagarden to approve the agenda. Motion carried with four affirmative votes: Hastey, Renicker, Smith, and Teagarden. Absent: Mary Hovey.</p>
<p><b>3. CONSENT AGENDA</b>  <b><u>ACTION ITEM</u></b></p>	<p><b>3.1</b> Approval of Minutes of January 9, 2019  <b>3.2</b> Temporary County Teacher Certificate  <b>3.3</b> Acceptance of \$250.00 Donation from Kiwanis Club of Marysville for the Yuba County Academic Decathlon held on February 2, 2019  <b>3.4</b> Acceptance of \$200.00 Donation from Mrs. Daren Harmon to Support the Virginia School Program</p> <p>Motion made by Eva Teagarden and seconded by Desiree Hastey to approve the consent agenda. Motion carried with four affirmative votes: Hastey, Renicker, Smith, and Teagarden. Absent: Mary Hovey.</p>
<p><b>4. PUBLIC COMMENTS ON NON-AGENDA ITEMS</b></p>	<p>Hector Munoz is concerned about the new Bottoms Up Coffee Shop that opened in Marysville. It is a java shop but they hire young females who serve coffee to the community in bikinis. He expressed concern for children who are in close proximity to this business.</p> <p>Desiree Hastey has looked into this business and was told it's just new for our area but is common in other cities. It seems there is not much the community is capable of doing in this situation.</p> <p>Eva Teagarden suggested community members send letters to the editor.</p> <p>Desiree Hastey shared that this could be addressed to the City of Marysville.</p>

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<p><b>5. SUPERINTENDENT’S REPORT</b></p> <p><b><u>INFORMATION ITEM</u></b></p>	<p><b>5.1</b> Dr. Reveles shared various items of interest:</p> <ul style="list-style-type: none"> <li>• Yuba Sutter Chamber Gala</li> <li>• YCOE Paraeducator Hiring Event</li> <li>• Rotary President’s Mid-Year Retreat</li> <li>• Coffee with a Cop</li> <li>• Met with Dr. GH Javaheripour, Yuba College President</li> <li>• Countywide Oversight Board Meeting</li> <li>• Met with Randeep Lally from Boy Scouts of America</li> <li>• Bridging the Gap, Classified Professional Development</li> <li>• Quarterly CCSESA Meeting</li> <li>• Tour of New Bullards Bar/New Colgate</li> <li>• Academic Decathlon</li> <li>• North Central Counties Professional Learning Network (NCC PLN) Meeting</li> <li>• Yuba County Children’s Council Meeting</li> <li>• Latest Trends Among the Youth, Joint Board Advance</li> <li>• Community Corrections Partnerships Meeting`</li> </ul>
<p><b><u>INFORMATION ITEM</u></b></p>	<p><b>5.2 COMMUNITY ENGAGEMENT LIAISON UPDATE</b></p> <p>Amy Nore, Community Engagement Liaison, shared the calendar of events.</p>
<p><b>6. EDUCATIONAL SERVICES</b></p> <p><b><u>INFORMATION ITEM</u></b></p>	<p><b>6.1 SCHOOL ACCOUNTABILITY REPORT CARDS</b></p> <p>Bobbi Abold, Assistant Superintendent of Instruction, shared with the Board the 2017-2018 School Accountability Report Card for the Yuba County Career and Preparatory Charter School has been approved by their Advisory Board.</p>
<p><b><u>ACTION ITEM</u></b></p>	<p><b>6.2 YUBA COUNTY OFFICE OF EDUCATION SAFETY PLAN</b></p> <p>Bobbi Abold shared the YCOE Safety Plan, which also includes the Safe School Climate Strategies. Motion</p>

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	made by Marjorie Renicker and seconded by Eva Teagarden to approve the Yuba County Office of Education Safety Plan. Motion carried with four affirmative votes: Hastey, Renicker, Smith, and Teagarden. Absent: Mary Hovey.
<b><u>INFORMATION ITEM</u></b>	<b>6.3 LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) UPDATE</b>  Bobbi Abold shared updates on the Local Control Accountability Plan.
<b>7. FISCAL SERVICES</b>  <b><u>ACTION ITEM</u></b>	<b>7.1 ACCEPTANCE OF AUDIT REPORT FOR 2017-2018</b>  Violette Begley, Director of Fiscal Services, reviewed the Audit Report for 2017-2018. Motion made by Desiree Hastey and seconded by Eva Teagarden to accept the Audit Report for 2017-2018. Motion carried with four affirmative votes: Hastey, Renicker, Smith, and Teagarden. Absent: Mary Hovey.  George Smith asked for clarification regarding a budget item for our local Child Care Planning Council.
<b>8. OTHER ITEMS TO COME TO THE ATTENTION OF THE BOARD</b>  <b><u>INFORMATION ITEM</u></b>	George Smith shared that the governor has indicated that he would like to increase preschool services in the state of California. His son has been asked to present to the Senate from his educational perspective.
<b>9. ADJOURNMENT</b>	Meeting was adjourned at 5:27 p.m.

Respectfully submitted,

Francisco Reveles, Ed.D.  
Superintendent, Yuba County Office of Education



Temporary County Certificates Issued  
January 30, 2019 to March 4, 2019

<u>NAME</u>	<u>CREDENTIAL APPLIED FOR</u>	<u>PREV CRED</u>	<u>TCC EXPIRE</u>
Bagley, LeRoy	Prelim Education Specialist - 1 yr. ext.	Yes	7/31/2019
Frey, Heather "Alaya"	Short Term Staffing Permit - General Ed	Yes	9/1/2019
Oseguera, Ana	Short Term Staffing Permit - General Ed	No	7/1/2019



**CALIFORNIA COMPLETE COUNT**  
400 "R" Street, Suite 350  
Sacramento, CA 95811  
(916) 852-2020

**Ditas Katague**  
Director

February 15, 2019

TO: CALIFORNIA COUNTY BOARD OF EDUCATION

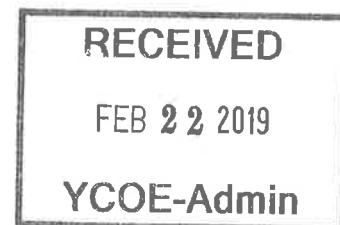
SUBJECT: County Office of Education-Optional Agreement to Conduct Outreach Related to the California Complete Count (CCC) 2020 Census

Every 10 years, the U.S. Census counts every resident in the nation. A complete and accurate count of California's population is essential to the state because the data collected by the Census determines the number of seats each state has in the U.S. House of Representatives and is also used to distribute billions of dollars in federal funds to local communities. More than 70 federal programs that benefit California, including education, health and human services, use Census numbers as part of their funding formulas.

In support of this effort, the California Legislature has appropriated \$90.3 million to fund activities related to the 2020 Census. The CCC, which is spearheading the state 2020 Census outreach strategy, is making \$1.75 million available to participating California County Offices of Education (COE) to conduct outreach and assistance. This letter provides a COE an optional agreement to fund outreach activities and to promote participation in the 2020 decennial census.

The California Complete Count Office Census 2020 efforts focus on reaching the hard-to-count (HTC) populations. Most Title I schools are in areas that have HTC populations. Many Title III students live in locations with HTC populations. Therefore, funding is based on a weighted average of the number students in Title I schools and the total Title III student population.

Although funding will be dispersed directly to the COE, it is fully expected that counties will distribute funds to school districts within their jurisdiction. The contract has an exhibit showing the amount of funding for each school district within a county.



## COUNTY OFFICE OF EDUCATION-OPTIONAL OUTREACH AGREEMENT

As defined in the Statement of Work (SOW), Exhibit A, the Census Office requires California counties to agree to do all of the following:

1. Prepare a board resolution, order, motion, ordinance or similar document from the local governing body authorizing execution of the agreement;
2. Prepare a Strategic Plan within 60 days of a signed agreement;
3. Participate in a monthly in-person meeting/or call with assigned Education Outreach Manager;
4. Prepare Written Status Reports;
5. Prepare an Implementation Plan; and
6. Prepare a Final Report

COEs choosing to accept state funding and participate must submit the following attached documents to the California Complete Count - Census 2020 office by May 1, 2019:

1. County Office of Education Opt-In Letter (Attachment I)
2. County board resolution, order, motion, ordinance or similar document

Documents must be sent to:

California Complete Count - Census 2020  
Attention: Contracts Unit  
400 "R" Street, Suite 359  
Sacramento, CA 95811

Attachment II displays a planning allocation for all counties.

Questions regarding this letter should be directed to the California Complete Count - Census 2020, at (916) 852-2020 or by email at [Contracts@census.ca.gov](mailto:Contracts@census.ca.gov).

Sincerely,

***Original Document Signed By:***

DITAS KATAGUE  
Director  
California Complete Count - Census 2020

## EXHIBIT A

### (Standard Agreement)

#### STATEMENT OF WORK (SOW)

\_\_\_\_\_ County Office of Education, herein called (Contractor or COE) is entering into this agreement with the California Complete Count Census 2020 (CCC Office), hereinafter referred to as "State or CCC Office" to provide outreach services on behalf of the State as described herein.

#### 1. BACKGROUND

The California Complete Count Census 2020 effort is a statewide outreach and awareness campaign designed to ensure an accurate and complete count of all Californians in the upcoming 2020 United States Census. The 2020 Census is the decennial census, mandated by Article 1, Section 2 of the United States Constitution. The results are used to allocate Congressional seats, electoral votes, and government program funding to state and local governments. Just based on the funding component, a census that undercounts Californians could cost the state billions of dollars. For every Californian missed during the Census 2020 count, the State is expected to lose approximately \$1,950 per person, per year, for 10 years, in federal program funding.

An accurate count supports California's schools and helps to retain important federal funding of over \$7.5 billion dollars. This includes Title I funds (\$1.9 billion), school lunches (over \$2 billion), and Title III funds (\$168 million) as reported in *The Annual Three Year Federal Fund Expenditure Report*:

<https://www.cde.ca.gov/fq/fr/at/documents/threeyearrpt17-18.xlsx>

In preparation for the 2020 census, the Governor's Office issued an Executive Order (B-49-18) describing California's Census 2020 initiative. The Executive Order established a California Complete Count Committee to develop, recommend, and assist in the administration of a census outreach strategy to encourage full participation in the 2020 Census. The State has authorized \$1.75 million to be directed towards school-based outreach efforts.

#### 2. PURPOSE

The purpose of the State's 2020 Census Complete Count schools outreach program is to educate and inform K-12 youth about the U.S. Census process as a part of civic engagement. It is also designed to educate, motivate and activate students, parents and families to engage in the 2020 census and fill out their census questionnaire. Younger youth become trusted messengers to inspire their parents/guardians to participate in the 2020 Census. Older youth may participate directly in the 2020 Census. Additionally, schools serve as trusted environments for students, parents and families and may provide access to broadband, computers and other resources to complete census questionnaires.

This contract proposes to leverage resources at school sites to support the California Complete Count 2020 Census effort.

### **3. OBJECTIVES**

The State proposes to make funding available to COEs based on a weighted average of Title I and Title III students. The State has identified specific hard-to-count (HTC) demographic populations, otherwise known as 'least likely to respond' to the census questionnaire based on past decennial census enumerations. Children and families living in poverty who qualify for Title I and Title III may be found across the 14 HTC demographic populations, including CA's major ethnic populations, individuals with limited English proficiency (LEP), and immigrants & refugees among several others. The CCC therefore decided to engage COEs directly in order to most effectively reach the HTC populations who participate in these programs. These contracts will reach over 95% of California's youth touching 98% of youth in Title I schools and 99% of the Title III student population. The selected COEs will collaborate and work with schools in each district to educate and promote the Census 2020. The COEs will be responsible for educating and engaging K-12 populations as well as providing outreach services to parents/guardians. The COEs will implement outreach activities to encourage full participation and avoid an undercount.

#### **A. THE STATE'S K-12 CENSUS OUTREACH OBJECTIVES ARE:**

1. To further promote awareness about the Census 2020 to the students in hard-to-count areas.
2. To provide funding to COEs with Title I schools and a significant percentage of Title III students (a weighted average) to reach hard-to-count populations.
3. To publicize events that are hosted by school districts and COEs that educate about the Census 2020.
4. To motivate students to participate in visual and performing arts contests that focus on Census 2020 educational activities.
5. To provide access to schools or other facilities in trusted environments to allow the public to complete their Census questionnaires.

### **4. RESPONSIBILITIES & REQUIREMENTS**

The Board Resolution, order, motion, ordinance or similar document shall be approved by the State before the parties can enter into a valid contract. The Contractor shall not perform any tasks prior to contract execution. The State will not pay for any services performed prior to the execution of a valid contract. A list of all tasks and deliverables are set forth below.

COE must cooperate with and take direction from the Census Education Outreach Manger regarding outreach activities.

<b>Administrative Requirement - Board Resolution</b>	
Each COE is required to have a Board legally binding resolution or similar to enter into an agreement to accept State funding.	
<b>Task 1 - Strategic Plan</b>	
Within sixty (60) days of entering into contract, the Contractor must provide the State with the Contractor's Strategic Plan, which shall address subtasks 1.1 through 1.5. The CCC Office must approve (in writing) the Strategic Plan.	
1.1	Outreach Plan – The outreach plan should include as many elements from the objectives (Section 3.B.) as possible. While these can serve as a basis for Contractor's Outreach Plan, Contractors are encouraged to create additional activities. The plan shall include a timeline of activities, with at least one activity per quarter until April 1, 2020.
1.2	<p>Contractor (or designee) shall use CCC Office provided templates to report monthly outreach and event data for the following, to be uploaded into SwORD, which is managed by the CCC Office:</p> <ul style="list-style-type: none"> <li>• Locations of outreach and event activities</li> <li>• Locations of Questionnaire Assistance Centers (QAC) and Questionnaire Assistance Kiosks (QAK) (See Section 2.3)</li> <li>• Number of participants attending outreach events and utilizing QACs</li> </ul> <p>Definitions for QACs and QAKs: QACs are general locations where individuals can go to obtain assistance in completing their Census questionnaire.</p> <p>QAKs are physical locations that are available to the public for them to complete their Census questionnaire. Kiosks can be computers, iPads, tablets, mobile devices, etc. Kiosks may or may not be humanly staffed. A Kiosk can be located at a library, post office, or other computer terminal or web enabled device.</p> <p><u>SwORD Background</u> SwORD is a data and mapping portal that will serve as an engagement platform to connect the State, governmental agencies, and strategic partners to organize people, processes, and technology, and share information, tools, and resources. SwORD will be used to share databases and geographical information on HTC communities, to identify gaps and redundancies, and to reallocate resources.</p>

1.3	<p>Budget – Contractor shall provide a budget proposal of the COE’s allocated funding provided by the State including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Administrative costs (not to exceed 10% of total allocation) Administrative costs include, but are not limited to: human resources, budgeting, contracting, legal, facilities, information technology equipment and support, etc.</li> <li>• Outreach (e.g. program costs, events, meetings, materials, etc.)</li> <li>• Media (if applicable)</li> </ul>
<b>Task 2 Education Outreach Activities (Required)</b>	
2.1	Participate in/listen to a webinar (month of August 2019) regarding the <i>California School-based Communications Toolkit</i> and how to use it throughout the year.
2.2	Use the <i>California Schools-based Communications Outreach Toolkit</i> through social media, letters, and telephone calls, to remind school communities to participate in the 2020 Census. Toolkits will be provided upon contract award.
2.3	Mobilize parent centers, or other school locations to be used as Questionnaire Assistance Centers (QACs) and Questionnaire Assistance Kiosks (QAKs).
2.4	Use Statewide Outreach and Rapid Development (SwORD) program to document activities. Details and instruction will be provided after contract award.
2.5	The COEs PIOs or equivalent shall publicize outreach events and locations/times of QACs/QAKs to surrounding communities.
2.6	Hold a Census 2020 Week on campuses between March 23-April 9, 2020. Details will be provided to the COE once the contract has been awarded. The COE will work with the Education Outreach Manager to roll out Census Week plans.
2.7	Collaborate with other stakeholders across sectors to activate the public to participate in the census process by filling out the census questionnaire. (i.e. work with CCC to provide staffing at school locations to answer questions about questionnaires, provide language services.)
2.8	When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, the contractor provides parents with information on census programs, meetings, and activities in a format and, to the extent practicable, in a language the parents can understand.

<b>Task 2 Education Outreach Activities (Optional)</b>	
2.8	<i>Optional</i> - Use the curricula, “Census 2020 Count Me In: Taking Informed Action Today” and “Census 2020 Count Me In: A Historical Perspective” in grades 5, 8 11 and 12. See: <a href="https://census.ca.gov/wp-content/uploads/sites/4/2019/01/T-School-Curriculum-Count-Me-In-5-8-Grades-Sample-Curriculum.pdf">https://census.ca.gov/wp-content/uploads/sites/4/2019/01/T-School-Curriculum-Count-Me-In-5-8-Grades-Sample-Curriculum.pdf</a>
2.9	<i>Optional</i> - Participate in a Train-the-Trainer workshop on the census curriculum. A minimum of one professional development day. (Date between July-August 2019).
2.10	<i>Optional</i> - Participation in the poster/public service announcements contests at school, district, and statewide levels. The State Education Outreach Manager will coordinate and announce activities.
<b>Task 3 Monthly Meetings</b>	
3.0	Immediately upon contract execution, the Contractor shall participate in monthly in-person meetings or phone calls with the CCC’s statewide Education Outreach Manager to discuss operations and provide updates of the Strategic Plan and progress. The monthly meetings shall continue through September 30, 2020. The Contractor shall be responsible for scheduling monthly meetings. These meetings should last between 30-45 minutes, if needed.
<b>Task 4 - Quarterly Written Reports</b>	
4.0	Immediately upon contract execution or starting August 1, 2019, whichever occurs later, the Contractor shall provide written quarterly reports to the CCC’s Education Outreach Manager. The quarterly written reports must include: <ul style="list-style-type: none"> <li>• Calendar and event updates</li> <li>• Budget Updates</li> <li>• Information for SwORD data uploads, upon request by the Education Outreach Manager.</li> <li>• Other criteria to be determined by the Education Outreach Manager (e.g. Activity Summary, Concerns/Issues)</li> </ul>
<b>Task 5 - Implementation Plan</b>	
5.0	An Implementation Plan is due to the CCC’s Education Outreach Manager by September 30, 2019. The Implementation Plan shall include: <ul style="list-style-type: none"> <li>• Updates on Tasks 1 &amp; 2</li> <li style="padding-left: 40px;">Budget update</li> </ul>



<b>Task 6- Final Report</b>	
6.0	<p>A final report is due on September 30, 2020. At a minimum, the final report shall include:</p> <ul style="list-style-type: none"> <li>• Detailed report on strategies, activities and timeline(s) used throughout the outreach campaign,</li> <li>• Lessons learned and best practices that may inform subsequent census outreach efforts in the school districts, and</li> <li>• Evaluations of the outreach and contracting process, activities and criteria used and further recommendations for 2030.</li> </ul>

**PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT**

<b>State: Education Outreach Manager:</b>	
Name:	Mignonne Pollard
Telephone Number:	(916) 214-9835
Address	400 R Street, Ste. 359 Sacramento, CA 95811
E-mail address	Mignonne.Pollard @census.ca.gov

<b>Contractor:</b>	
Name:	
Telephone Number:	(xxx) xxx-xxxx
Address	
E-mail address	@county.gov

Direct all financial and administrative inquiries to:

<b>State:</b>	
Name:	
Telephone Number:	(xxx) xxx-xxxx
Address	
E-mail address	@census.ca.gov

<b>Contractor:</b>	
Name:	
Telephone Number:	(xxx) xxx-xxxx
Address	
E-mail address	@county.gov

**5. DELIVERABLE SCHEDULE**

	<b>Milestone</b>	<b>Payment Amount</b>	<b>Timeline</b>
1	Board Resolution (Upon contract execution)	10% of Total Contract Amount, less 10% withhold	July 2019
2	Strategic Plan	30% of Total Contract Amount, less 10% withhold	July 2019
3	Implementation Plan	30% of Total Contract Amount, less 10% withhold	September 2019
4	Status Report	20% of Total Contract Amount, less 10% withhold	April 2020
5	Completion / Results of Outreach/ Final Report	10% Release of Withhold	May 2020

**6. DOCUMENTS AND DELIVER**

1. Document Format

- a. All documents shall be provided in a format compatible with the State Census Office standard applications (currently, Microsoft Office and Adobe). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any document. Any deviations to these standards shall be approved by the State’s Contract Manager.
- b. The delivery media shall be compatible with the State storage devices. (currently, USB Flash Drives or CD/DVD ROM)
- c. Contractor shall have the capability to collect and store data in formats such as Excel, .csv or others used in geographic information systems.
- d. Internet access is required.

2. Electronic and hard copy submissions:

- a. One (1) electronic copy and two (2) hard copies of all documents are to be submitted to:

California Complete Count – Census 2020  
Attn: Contracts Unit  
Agreement #XXXXXXX  
400 R Street Suite 359  
Sacramento, CA. 95811  
[Contracts@census.ca.gov](mailto:Contracts@census.ca.gov)

**7. SUBSTITUTE PERSONNEL**

1. If the Contractor's assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
2. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

**8. TERM OF AGREEMENT**

This Agreement will commence on the start date as noted on the Standard Agreement, STD 213, or the date approved by the State Census Office, whichever is later, and no work shall begin before that time. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the State Contract Manager. This Agreement shall expire on the date noted on the STD 213.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures in accordance with the rates/costs specified herein.

**EXAMPLE BREAKDOWN OF PAYMENT**

**Total Allocation: \$45,000**

	<b>Milestone</b>	<b>Payment Percentage</b>	<b>Invoice Amount</b>	<b>Actual Payment (Less Withhold)</b>	<b>Invoice Date</b>
1	Board Resolution, due by May 1, 2019**	10%	\$4,500	\$4,050	Upon Receipt
2	Strategic Plan	30%	\$13,500	\$12,150	July 1, 2019
3	Implementation Plan	30%	\$13,500	\$12,150	September 15, 2019
4	Status Report	20%	\$9,000	\$8,100	April 15, 2020
5	Release of withhold			\$4,500	April 15, 2020
6	Completion /Results of Outreach/Final Report	10%	\$4,500	\$4,050	May 29, 2020
			<b>Total Contract:</b>	<b>\$45,000</b>	

**\*\* Payments shall include a 10% withhold pursuant to Public Contract Code section 10346.**

Contractor will be paid for satisfactorily completing each task through a series of progress payments. Pursuant to California Public Contract Code section 10346 and State Contract Manual Vol. I, Section 7.33, each progress payment will contain a 10% withhold to be paid according to the dates set forth in the table below.

- A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.
- B. The Contractor shall submit invoices, in accordance with the payment schedule above. Invoices must include the following:
  - 1) State Agreement number;
  - 2) Invoice number;
  - 3) Invoice date;
  - 4) Invoice total;
  - 5) Contractor's remittal address;
  - 6) Billing and/or performance period covered by invoice;

C. Invoices shall be submitted physically to the address listed below:

**California Complete Count – Census 2020  
Administration Office  
Agreement #XXXXXXXX  
400 R Street Suite 359  
Sacramento, CA. 95811**

## **2. BUDGET CONTINGENCY**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement to the Contractor to reflect a reduction in the amount.

## **3. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

#### **4. TIMELY SUBMISSION OF FINAL INVOICE**

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.

The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

#### **EXHIBIT C**

#### **GENERAL TERMS AND CONDITIONS (GTC-04/2017)**

The General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

<http://www.dgs.ca.gov/LinkClick.aspx?fileticket=x6TrRwzYLxs%3d&tabid=6133&portalid=32&mid=10104>

#### **EXHIBIT D**

#### **SPECIAL TERMS AND CONDITIONS**

##### **1. PERFORMANCE COMMENCEMENT**

This Agreement is of no force and effect until signed by both Parties.

##### **2. RIGHT TO TERMINATE**

The State reserves the right to terminate this Agreement without cause upon thirty (30) days advance written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the State may terminate the Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State's notification to the Contractor. In the event of such

termination, the State may proceed with the work in any manner deemed proper by State and all costs to the State shall be deducted from any sum due to the Contractor under this agreement.

This parties may agree to suspend or cancel the agreement if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

### **3. AMENDMENTS**

Upon mutual consent, CCC Office and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding, or agreement not incorporated into the Agreement is binding on any of the parties.

### **4. POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### **5. CONTRACTOR STAFF EXPENSES**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California Complete Count – Census 2020 or the State of California.

### **6. COPYRIGHT**

All rights in copyright works created by the Contractor in the performance of work under this contract are the property of the State.

### **7. INSURANCE REQUIREMENTS**

#### **A. General Provisions Applying to All Policies**

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the contract.
- 8) Satisfying a SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- 9) Available Coverages/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
- 10) Subcontractors – In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

**B. Insurance Requirements:** The Contractor shall furnish to the State evidence of the following required insurance:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The policy must include the following additional ensured designation and endorsement:

**“California Complete Count – Census 2020, State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work performed under this contract.”**

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The policy must include the following additional ensured designation and endorsement:

**“California Complete Count – Census 2020, State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work performed under this contract.”**

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile



coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time)

- 3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers’ compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.
- 4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy’s retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

Subsequent renewals of the insurance certificate shall be sent to CCC Office , c/o Census, Attn: Sara Murillo, 400 R Street, Suite 359, Sacramento, California 95811. This name and address shall appear on the certificate as the certificate holder.

## **8. PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

## **9. POLITICAL REFORM ACT**

The Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit D, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

## **10. SETTLEMENT OF DISPUTES**

In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager’s orders and directions.

A. The written dispute notice shall contain the following information:

- 1) The decision under dispute;

- 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
  - 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
  - 4) The dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
- 1) A description of the dispute;
  - 2) A reference to pertinent Agreement provisions, if applicable;
  - 3) A statement of the factual areas of the agreement or disagreement; and
  - 4) A statement of the representative's decision with supporting rationale.
- C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal addressed to:

California Complete Count Census 2020  
Attn: Director  
400 "R" Street, Suite 350,  
Sacramento, CA 95811

The decision of the Director or the Director's designee shall be final.

## **11. ENTIRE AGREEMENT**

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

## **12. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700**

- A. The Contractor's Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:
- "(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or

her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”

- B. Any employment or other arrangement for compensated services by a county employee performing services pursuant to this agreement with a community-based organization or media service during the performance of this contract, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.
- C. The Contractor staff is subject to the State’s conflict of interest laws, and as such will be required to complete the Statement of Economic Interests, Form 700, prior to performing any work under this Agreement, on an annual basis thereafter, and within 30 days of leaving office: <http://www.fppc.ca.gov/Form700.html>. In addition, upon Agreement award and every two (2) years thereafter, Contractor staff shall complete the State’s online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the State Project Director or designee.

### 13. DATA SECURITY

Contractor will be required to sign a data security policy prior to uploading any data and/or documents into SwORD. Contractor shall provide the signed policy to the CCC Office within ten days (10) of receiving the document and request for signature.

### 14. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA

All financial, statistical, personal, technical, and other data and information relating to the State’s operation that are designated confidential by the State and made available to Contractor’s employee(s) in order to perform under this Agreement, or which become available to Contractor’s employee(s) in performing under this Agreement, shall be protected by the Contractor and the Contractor’s employee(s) from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor and the Contractor’s employee(s). If the methods and procedures employed by the Contractor and the Contractor’s employee(s) for the protection of the Contractor’s and Contractor’s employee(s)’ data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor and the Contractor’s employee(s) shall not be required under the provisions of this paragraph to keep confidential any data or information that is

or becomes publicly available, is already rightfully in the Contractor or Contractor's employee(s)' possession, is independently developed by the Contractor or the Contractor's employees outside the scope of this Agreement, or is rightfully obtained from third parties.

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# Attachment I



California Complete Count - Census 2020  
400 "R" Street, Suite 359  
Sacramento, CA 95811

Dear Director Katague,

The purpose of this letter is to inform the California Complete Count Census 2020 (CCC Office) that \_\_\_\_\_ County Office of Education ('County') elects to opt-in to the County-Optional Outreach Agreement (herein referred to as the Outreach Agreement) for fiscal year (FY) \_\_\_\_\_. By choosing to participate in the Outreach Agreement, \_\_\_\_\_ County Office of Education agrees to perform all of the following requirements, as defined in EXHIBIT A, Statement of Work:

- Prepare a board resolution, order, motion, ordinance or similar document authorizing the County to enter into this Agreement.
- Prepare a Strategic Plan for review by the CCC's Education Outreach Manager.
- Participate in a monthly in-person meeting or call with the CCC's Education Outreach Manager.
- Prepare written status reports as designated in the timeline of deliverables.
- Prepare an Implementation Plan for review by the CCC's Education Outreach Manager.
- Prepare a Final Report as described in the timeline of deliverables.

\_\_\_\_\_ County Office of Education agrees that by choosing to opt-in and participate in the Outreach Agreement, the county will contract with the Census Office in good faith to use State funding to conduct outreach activities to promote the 2020 Census. In addition, \_\_\_\_\_ County agrees to conduct post enumeration outreach activities after April 1, 2020, if the Census Office determines that post-enumeration outreach is needed.

The County Office of Education Opt-In Letter must be received by the CCC Office on or before **May 1, 2019**.

\_\_\_\_\_  
Signature of Authorized County Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# Attachment II

**CENSUS 2020  
COUNTY OFFICE OF EDUCATION  
FUNDING ALLOCATION TABLE**

<b>County</b>	<b>Allocation</b>	<b>County</b>	<b>Allocation</b>
Alameda	\$ 56,863.59	San Bernardino	\$110,879.27
Contra Costa	\$ 41,088.33	San Diego	\$134,783.83
El Dorado	\$ 8,930.01	San Francisco	\$14,903.21
Fresno	\$ 63,771.33	San Joaquin	\$37,620.45
Humboldt	\$ 12,589.58	San Luis Obispo	\$9,986.78
Imperial	\$ 17,312.96	San Mateo	\$27,742.21
Kern	\$ 62,647.34	Santa Barbara	\$26,268.31
Kings	\$ 11,630.16	Santa Clara	\$63,645.44
Los Angeles	\$ 421,576.82	Santa Cruz	\$12,779.77
Madera	\$ 12,039.67	Shasta	\$12,469.02
Marin	\$ 12,510.01	Solano	\$13,600.22
Mendocino	\$ 7,217.82	Sonoma	\$26,772.75
Merced	\$ 23,792.23	Stanislaus	\$36,529.34
Monterey	\$ 30,375.17	Sutter	\$9,475.50
Napa	\$ 5,322.64	Tehama	\$17,608.67
Orange	\$119,683.63	Tulare	\$43,219.30
Placer	\$ 16,252.24	Ventura	\$37,009.47
Riverside	\$ 112,228.02	Yolo	\$8,811.52
Sacramento	\$57,916.76	Yuba	\$5,658.20
San Benito	\$6,488.43	Butte*	
<b>Total County Office of Education Funding</b>		<b>\$1,750,000</b>	

\*Butte allocation is included with Tehama County Office for regional assistance.





FEB 26 2019



AFL-CIO

California School Employees Association

8217 Auburn Boulevard  
Citrus Heights, CA 95610  
(916) 725-1188  
(800) 582-7314  
FAX: (916) 725-3735  
www.csea.com

Member of the AFL-CIO

The nation's largest independent classified employee association



Sent via Facsimile (530)741-6500 and U.S. Mail

February 26, 2019

Francisco Reveles, Superintendent  
Yuba County Office of Education  
935 14<sup>th</sup> Street  
Marysville, Ca 95901

**RE: CSEA Public Notice Letter – Initial Proposal 2018-19**

Dear Superintendent Reveles:

Pursuant to Government Code Section 3547, the California School Employees Association, and its Yuba COE Chapter No. 705 (CSEA) hereby present its Successor Initial Proposal for the 2018-19 year as follows:

**Article 3 Professional Dues and Payroll Deductions**

Update language to meet current legal requirements.

**Article 4 Association Rights (B)**

Include an additional team member in negotiations as a scribe.

**Article 6 Hours and Overtime**

Instructional Employees (Para-Educators) additional preparatory time in each week for Paras.

**Article 17 Salary**

Furlough days restored.

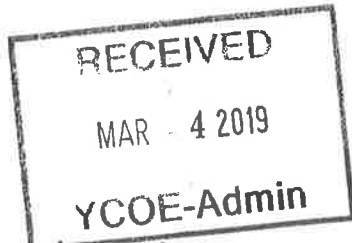
Expand salary schedule and clarify the language in the contract regarding movement from step 7 to step 10.

Include all RCC employees into the same salary schedule with the rest of the classified salary schedule.

**Article 20 Fringe Benefits** Usual language.

RE-format CBA and update and correct cover page. CSEA to negotiate a page in the attachments to include Salary and Benefits Negotiations History.

In order to comply with public notice requirements, please present CSEA's Initial Proposal at the next scheduled County Board Meeting. After completion of public notice requirements by CSEA and the County, CSEA is prepared to meet and begin negotiations.




Francisco Reveles, Superintendent  
February 26, 2019  
Page 2

If there are any questions regarding this notice, please feel free to contact me directly either at 916-727-7323 or [tmalsack@csea.com](mailto:tmalsack@csea.com).

Sincerely,

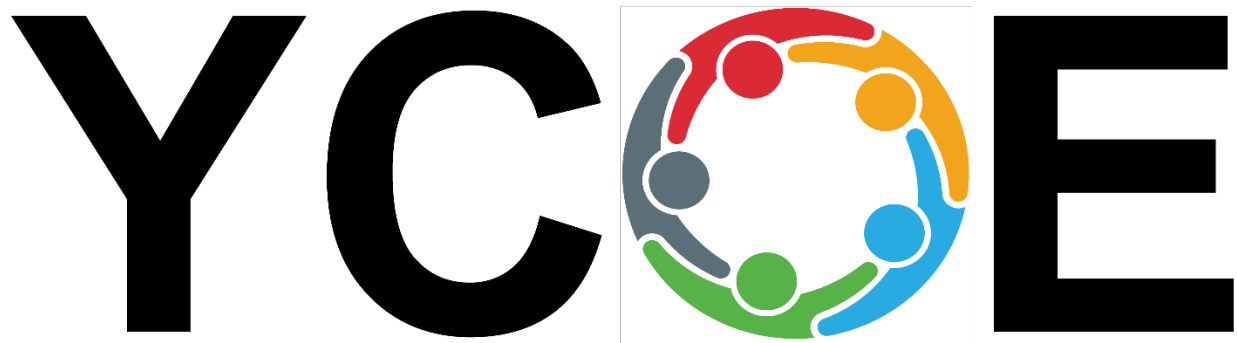
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Theresa Malsak  
Labor Relations Representative

TM/tw

c: Cindy Sutfin, Director of Human Resources; Field Director; Area A Director; Regional Representative #44; Chapter President #705; File



**Better Together**

**Dr. Francisco Reveles**  
Superintendent of Schools

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**SYSTEM OF SUPPORT  
2018-2019  
ANNUAL PLAN**

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# Summary

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The Yuba County Office of Education Superintendent of Schools will support districts and schools within Yuba County implementing Local Control Accountability Plans (LCAP).

The purpose of this support is to help local educational agencies (LEAs) and their schools meet the needs of ALL student they serve, with a focus on building local capacity to sustain improvement and to effectively address disparities in opportunities and outcomes including:

- Working collaboratively with districts to support areas of need
- Building capacity through local decision making
- Engaging in a continuous cycle of improvement
- Fostering systematic collaboration
- Building a culture of co-learning and reflective inquiry
- Promoting a climate of candor, evidence and urgency to take action
- Improving student outcomes that lead to sustainable change

The following plan to support districts in implementing LCAPs adheres to the provisions and requirements of Ed Code 52066.

## Definition of Terms

---

**Aim Statement:** An aim statement is an explicit description of desired outcomes. Aim statements are often written to be measurable and time-specific.

**California Collaborative for Educational Excellence (CCEE):** The CCEE is a state agency created under Local Control Funding Formula (LCFF) that offers support to county offices of education, school districts, and charter schools with support in the improvement and implementation of LCFF.

**Continuous Improvement:** Continuous Improvement is identified in statute as the framework for improving outcomes for California students through the LCAP. Continuous Improvement is used to describe an ongoing effort over time that leads to improvement of student outcomes. Distinguishing features of a continuous improvement approach include:

- Taking a systems perspective
- Being process-oriented
- Understanding problems and their root causes

**Differentiated Assistance:** Local Educational Agencies (LEAs) are eligible for Differentiated Assistance if:

- The County Superintendent does not approve a LCAP
- The governing board of the LEA requests technical assistance
- The LEA fails to improve pupil achievement across more than one state priority for one or more student groups

**Improvement Science:** Improvement Science is a systematic process explicitly designed to improve teaching and learning through a problem-centered approach.

**Multi-Tiered Systems of Support (MTSS):** MTSS is a framework that aligns Response to Instruction and Intervention with the Common Core State Standards and the systems necessary for academic, behavior, and social success.

**Problem of Practice:** A problem of practice is an area of focus that a school or school district identifies as an area of focus for improvement.

**North Central Counties Professional Learning Network (NCCPLN):** NCCPLN is a support network that is based on the concept of Professional Learning Communities and is intended to build capacity and support deeper learning in interpreting, using, and understanding the Dashboard and the LCAP as tools for continuous improvement. Members of the NCCPLN include district and county leaders from Colusa, Yuba, and Yuba counties in charge of the development and implementation of LCAPs.

**Yuba County System of Support (SoS) PLN:** Yuba County SoS PLN is a support network that is based on the concept of Professional Learning Communities and is intended to build capacity and support deeper learning in interpreting, using, and understanding the Dashboard and the LCAP as tools for continuous improvement with a focus on improving learning for ALL Yuba County students. Members of the Yuba County SoS PLN include district and county leaders from Yuba county in charge of the development and implementation of LCAPs.

**Root Cause Analysis:** Root Cause Analysis is a process for understanding the root causes of the current problem and may assist in understanding the system and user perspectives.

# System of Supports Goals

<b>Goal One:</b>		
Approve all Yuba County LEA LCAPs.		
<b>Component(s):</b>		
<b>LCAP Support</b> Completing the review of LCAPs submitted by school districts per <a href="#">Education Code (EC) 52070</a> .		
Objective(s)	Action(s)	Metric(s)
<b>1. Provide all districts with technical support and feedback on initial drafts prior to their LCAP Public Hearing.</b>	<p>A. Hold initial technical assistance meetings with district leaders by May 1, 2019.</p> <p>B. Provide technical assistance sessions upon request for district leaders to ask questions regarding LCAP components and requirements.</p> <p>C. Review LCAP drafts and provide feedback between May - June 2019.</p>	<ul style="list-style-type: none"> <li>● All districts attend technical assistance meetings.</li> <li>● LCAPs pre- approved prior to Public Hearing are subject to final fiscal approval with the Adopted Budget.</li> </ul>
<b>2. Provide ongoing informational updates and training to superintendents and other school/district leaders related to LCAPs, State Priorities, and student groups.</b>	<p>A. Agendize LCAP items/updates for Superintendent, District Leadership, Yuba County SoS PLN and NCCPLN meetings.</p> <p>B. Provide professional learning opportunities focused on State and Local Indicators and LCAP template components (i.e. Annual Update, etc.).</p>	<ul style="list-style-type: none"> <li>● Survey district leaders to measure level of effectiveness of support and information.</li> </ul>

<p><b>3. Complete technical review and approval of all LCAPs.</b></p>	<p>A. Review Board Approved LCAPs in June, July and August, and work with district leaders to ensure that all LCAPs are approvable by the County Superintendent.</p>	<ul style="list-style-type: none"> <li>• All LCAPs approved and uploaded to the county webpage by September 15.</li> </ul>
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**Goal Two:**

Utilize the cycle of continuous improvement to provide technical assistance to schools and districts based on need. Technical assistance is provided to districts who are identified as needing assistance as well as those that volunteer for assistance

Component(s):

**Technical Assistance**  
 Providing technical assistance to school districts pursuant to subdivisions (a) and (b) of [EC 52071](#).

- When the County Superintendent does not approve a LCAP.
- When a district requests support; and/or when a district fails to improve student achievement across more than one state priority for one or more student groups.

Objective(s)	Action(s)	Metric(s)
<p><b>1. Support districts with initial data analysis and identification of strengths and weaknesses.</b></p>	<p>A. Work with district leaders to review the current year Dashboard data to determine Greatest Progress, Greatest Needs, and Performance Gaps.</p> <p>B. Provide targeted professional development on CA Dashboard Analysis.</p>	<ul style="list-style-type: none"> <li>• Review of the Greatest Progress, Greatest Needs, and Performance Gaps sections of LCAPs.</li> <li>• Review LEAs' progress on the CA Dashboard.</li> </ul>
<p><b>2. Support districts with systems analysis and identification of</b></p>	<p>A. Work with district leaders to review and analyze local data.</p>	<ul style="list-style-type: none"> <li>• Review of local data.</li> <li>• LEA Self- Assessment results.</li> </ul>

<p><b>systems level strengths and weaknesses.</b></p>	<p>B. Provide district leaders with support on conducting the LEA Self-Assessment to identify systems level strengths and weaknesses.</p>	
<p><b>3. Support districts with identifying a problem of practice and completing a root cause analysis.</b></p>	<p>A. Work with district leaders to identify causes using the Improvement Science tools (i.e. Fishbone Diagram, The 5 Whys Protocol, etc.).</p> <p>B. Introduce the Continuous Improvement Cycle to districts and Yuba County SoS PLN to determine root causes.</p> <p>C. Work with district leaders to draft LCAP goals that align to root causes.</p>	<ul style="list-style-type: none"> <li>● Completion of root cause analysis tools.</li> <li>● Alignment of LCAP goals to root cause analysis.</li> <li>● Completion of the identification of a problem of practice.</li> </ul>
<p><b>4. Support districts with a synthesis of findings and action planning.</b></p>	<p>A. Work with district leaders to identify aim statements, and primary and secondary drivers to address identified root causes.</p> <p>B. Provide district leaders with tools to identify change ideas and create Actions and Services in their LCAP to address root causes.</p> <p>C. Provide professional development on reframing the discussions that lead to decisions on</p>	<ul style="list-style-type: none"> <li>● Alignment of LCAP actions and services to identified problem of practice.</li> <li>● Alignment of Demonstration of Increased or Improved Services for Unduplicated Pupils to identified problem of practice.</li> <li>● DA Evidence and Artifacts</li> </ul>



	<p>the Demonstration of Increased or Improved Services for Unduplicated Pupils section of the LCAP.</p> <p>D. Provide customized support in the area(s) that the district has identified as a need, based on root cause analysis.</p> <p>E. Meet regularly with district Differentiated Assistance teams to share successes and challenges with implementation, review data, and determine next steps.</p>	
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<b>Goal 3:</b>		
Provide support to all districts in implementing their LCAP.		
Component(s):		
<b>Other Support</b> Providing any other support to school districts and schools within the county in implementing the provisions of <a href="#">EC 52071</a> .		
Objective(s)	Action(s)	Metric(s)
<b>1. Refine and align professional development offerings around academic, behavioral and social emotional student outcomes.</b>	A. Curriculum & Instruction (C&I) and Special Education Local Plan Area (SELPA) staff provide professional development related to academic outcomes.	<ul style="list-style-type: none"> <li>• Attendance at professional development.</li> <li>• Evaluations/ surveys will be provided following each professional development event</li> </ul>

	<p>B. C&amp;I and SELPA staff provide professional development related to behavioral and social-emotional outcomes.</p> <p>C. C&amp;I and SELPA staff provide professional development related to MTSS.</p>	
<p><b>2. Provide district leaders with opportunities to understand and apply the continuous improvement framework and tools.</b></p>	<p>A. Provide professional development on/and spotlight continuous improvement strategies during NCCPLN Meetings.</p> <p>B. Model and practice the use of continuous improvement resources and tools in the NCCPLN.</p> <p>C. Provide opportunities for district leaders to share continuous improvement practices and processes utilized in their districts at NCCPLN meetings.</p>	<ul style="list-style-type: none"> <li>● NCCPLN evidence and artifacts</li> </ul>
<p><b>3. Assist districts in implementing and monitoring impact of actions identified in their LCAP.</b></p>	<p>A. The Yuba County SoS staff will review district Annual Updates.</p> <p>B. The Yuba County SoS PLN and district leaders will share LCAP implementation updates throughout the year.</p>	<ul style="list-style-type: none"> <li>● Annual review of Yuba LEA LCAPs</li> <li>● District progress on the CA Dashboard.</li> </ul>

	C. Yuba County SoS team meets monthly to coordinate external services.	
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## Collaboration

The Yuba County Superintendent of Schools will collaborate with the CCEE, the California Department of Education (CDE) and other county superintendents (CCSESA) to support school districts and schools within the county implementing LCAPs in the following ways:

Actions	CCEE	CDE	CCSESA
Yuba County Superintendent of Schools participates in quarterly CCSESA meetings.	X	X	X
The Assistant Superintendent of Instruction meets monthly with Region 3 Curriculum and Instruction, and Student Programs and Services leaders.		X	X
The Assistant Superintendent of Instruction meets bi-monthly with leaders across the state at Curriculum and Instruction Steering Committee (CISC) meetings.	X	X	X

## Budget- YCOE

Yuba County System of Support Plan	2018-19 Estimated Costs
Certificated Staff - salaries and benefits	TBD
Classified Staff - salaries and benefits	TBD
Contracted Services – Professional Development	TBD
<b>Total Estimated Cost<sup>1</sup></b>	

<sup>1</sup>A combination of funding, including anticipated funds from the Governor’s 2018-2019 budget, will support the activities included in this plan.

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
 FORM J-13A, REVISED DECEMBER 2017

**SECTION A: REQUEST INFORMATION**

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

**PART I: LOCAL EDUCATIONAL AGENCY (LEA)**

LEA NAME: <b>Yuba County Career Preparatory Charter</b>	COUNTY CODE: <b>58</b>	DISTRICT CODE: <b>10587</b>	CHARTER NUMBER (IF APPLICABLE): <b>92</b>
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: <b>Dr. Francisco Reveles</b>	FISCAL YEAR: <b>2018-19</b>		
ADDRESS: <b>1104 E Street</b>	COUNTY NAME: <b>Yuba</b>		
CITY: <b>Marysville</b>	STATE: <b>CA</b>	ZIP CODE: <b>95901</b>	
CONTACT NAME: <b>Veronica Merenda</b>	PHONE: <b>530-749-4864</b>	E-MAIL: <b>veronica.merenda@yubacoe.k12.ca.us</b>	

**PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):**

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input checked="" type="checkbox"/> CHARTER SCHOOL
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**PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:**

<p><input checked="" type="checkbox"/> <b>SCHOOL CLOSURE:</b> When one or more schools were closed because of conditions described in EC Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq.</p> <p><input checked="" type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.</p>	<p><input type="checkbox"/> <b>MATERIAL DECREASE:</b> When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.</p> <p><input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.</p>
<p><input type="checkbox"/> <b>LOST OR DESTROYED ATTENDANCE RECORDS:</b> When attendance records have been lost or destroyed as described in EC Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391:  <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i></p>	





CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
FORM J-13A, REVISED DECEMBER 2017

**SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS**

**PART I: PERIOD OF REQUEST** The entire period covered by the lost or destroyed records commences with \_\_\_\_\_ up to and including \_\_\_\_\_.

**PART II: CIRCUMSTANCES** (Describe below circumstances and extent of records lost or destroyed.)

**Not Applicable (Proceed to Section E)**

[Empty box for Part II: Circumstances]

**PART III: PROPOSAL** (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

[Empty box for Part III: Proposal]

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
FORM J-13A, REVISED DECEMBER 2017

**SECTION E: AFFIDAVIT**

**PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS** – All applicable sections below must be completed to process this J-13A request. We, members constituting a majority of the governing board of Yuba County Office of Education, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

**Board Members Names**

George Smith \_\_\_\_\_  
Desiree Hastey \_\_\_\_\_  
Eva Teagarden \_\_\_\_\_  
Mary Hovey \_\_\_\_\_  
Marjorie Renicker \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Board Members Signatures**

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_.

Witness: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Title: \_\_\_\_\_ of \_\_\_\_\_ County, California

**PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER** (Only applicable to charter school requests)

Superintendent (or designee): \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Authorizing LEA Name: \_\_\_\_\_

**PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature)

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_.

Witness: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Title: \_\_\_\_\_ of \_\_\_\_\_ County, California

COE contact/individual responsible for completing this section:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_