

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, September 1, 2008, is entered into by and between: the San Francisco Community College District (SFCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Las Positas College/Chabot-Las Positas Community College District, hereinafter known as "Contractor".

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. 080625-B11.

Appropriation or Grant Number 8079

RECITALS:

Whereas, the San Francisco Community College District has applied for and has received a grant from the California State Department of Education (Resolution 080625-B11) for the purposes of operating a Mentor Program; and

Whereas, the SFCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, Therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on September 1, 2008 and terminate June 30, 2010 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.
6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION**: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE**: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

10. **SEVERABILITY**: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER**: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT**: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS**: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST**: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES**: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION**: Contractor shall defend and indemnify and hold harmless the District, its officers, and/or its employees from any and all claims, loss, damage, injury and liability of every kind, nature and description including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Agreement, including but not limited to, the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, its officers, and/or its employees except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its officers, and/or its employees.

Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its officers, and/or its employees from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. **BUDGET CONTINGENCY:** This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this agreement in any manner.

21. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

By: **Stephen J. Herman**
Chief Administrative Services Officer
Signature of SFCCD person authorized to execute agreement

By: _____
Signature

Print Name: Stephen J. Herman

Print Name: _____

Title: Chief Administrative Services Officer

Title: _____

Date: September 1, 2008

Address: _____

Date: _____

Recommended By:

Signature: *Linda Olivenbaum*

Print Name: Linda Olivenbaum

Title: Director, California Early Childhood Mentor Program

Address: 50 Phelan Avenue, S-10

San Francisco, CA 94112

Date: September 1, 2008

Approved as to Form by: Ronald Lee, General Counsel



Attachment A

Las Positas College/Chabot-Las Positas Community College District September 1, 2008 – June 30, 2010

Chabot-Las Positas Community College District will take the lead in the Alameda Regional Early Childhood Mentor Program. In addition to Chabot and Las Positas Colleges, the Alameda Regional Early Childhood Mentor Program includes two colleges: Merritt College and Ohlone College. The Regional Program requires individual contracts between all three Districts and the San Francisco Community College District.

- A. San Francisco Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
 3. \$9,504 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar in each contract year, as described in the Program Manual. **This amount reflects whether the College Coordinator has made a written request to the District and been granted an additional \$1,584 in instructional costs to offer the Mentor Teacher/Adult Supervision Course in the '08-'09 contract year** as described in the *Program Manual* and as may reasonably be revised by the District. The Coordinator may apply again for funding for a Mentor Teacher/Adult Supervision course in the '09-'10 contract year.
 4. \$23,847 (up to half of which will be billable in the '08-'09 contract year) for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Director Mentor and Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the San Francisco Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 5. Up to \$5,600 for a \$200 honorarium per person for up to 14 Selection Committee Members to meet in each contract year to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the Program Administration Scale (PAS), check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the San Francisco Community College District in the sole discretion of the District.
 6. \$125,643 in stipend support for 42 Mentors and all selected Director Mentors. **Selecting Director Mentors and supporting their placements with protégés is a requirement of**

the Mentor Program. All stipends will be paid directly by the San Francisco Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:

- Practicum placement(s) for mentoring practicum students placed with Mentors
 - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
 - Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
 - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
 - In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
 - Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
 - Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring
7. \$4,800 (up to half of which will be billable in the '08-'09 contract year) for materials for Mentors (books, Harms and Clifford scales, instructional materials, etc.). Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.
8. \$300 (up to half of which will be billable in the '08-'09 contract year) for printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.

B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.
6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.

7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
8. Appointing a Selection Committee of up to 14 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.
9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the Early Childhood Environment Rating Scale-Revised (ECERS-R), the Infant/Toddler Environment Rating Scale-Revised (ITERS-R), the School-Age Care Environment Rating Scale (SACERS), and Family Child Care Environment Rating Scale-Revised (FCCERS-R). Training Selection Committee Members in the use of the Program Administration Scale (PAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **June 1st of each contract year**.
12. Notifying all New and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.
13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.
18. Providing Mentor and Director Seminar Instructors with the *Growing Leaders In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

21. Approving In-Service Training Contracts for annual Professional Development activities for Mentor Teachers as currently described in the *Program Manual* and as may reasonably be revised by the District.

Placements and Stipend Activities

22. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
23. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
24. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
25. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
26. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services
27. Approving Practicum, Post-Practicum, Individual Student Mentoring Contracts and Mentoring Record hours for use with TANF-CDC students as currently described in the *Program Manual* subject to the guidelines on Mentor Usage Limitation as set forth by the TANF-CDC Program and as may reasonably be revised by the District.
28. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

Payments

29. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
30. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
31. Submitting all fiscal reporting and requests for reimbursement to the District no later than **June 15th of each contract year**.
32. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner.
33. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.
34. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.

35. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.
36. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District.

Evaluations

37. Facilitating program evaluation.
38. Encouraging completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, and Director Seminar Evaluation Forms by program participants.

Agreements and Reports

39. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: August 1 to October 15, due **October 15th of each contract year**
 - Second Quarter: October 16 to January 15, due **January 15th of each contract year**
 - Third Quarter: January 16, to April 15, due **April 15th of each contract year**
40. Completing and submitting to the District all Annual Reporting materials on or before **June 15th of each contract year.**

Mentor Program Meetings

41. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
42. Selecting eligible participants for the annual Mentor Institute.
43. If the college is participating in the TANF-CDC Program, collaborating with the Child Development Training Consortium Campus Coordinator, TANF-CDC Program Facilitator, and TANF-CDC CalWORKS Liaison two times per semester.

Maintaining Records

44. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
 45. Maintaining program data and records in archives for seven years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
 2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
 3. Two years of experience as a classroom teacher or family child care provider.
 4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.

5. The Mentor Application (see *Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
 6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).
- E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:
1. Three years of experience as a director or site supervisor in a child development program (current or prior).
 2. Successful completion of a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District.
 3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for Program Administration Scale (PAS) review, and references.
 4. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status and completion of a site review by members of the Mentor Selection Committee using the Program Administration Scale (PAS) interview.
- F. Contractor agrees to provide the following resources for implementation of the program:
1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
 2. Funds for program costs in excess of amounts provided in Section A of this agreement.
- G. Contractor agrees that in cases where active Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.
- H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.