

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2020-2021 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 20-21-2620**

This Agreement is made and entered into this 1st day of September, 2020, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the **YCCD/CDTC**, and **Las Positas College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a CDTC Campus Administrator to implement the Child Development Training Consortium (CDTC) program at the local level. The CDTC Campus Administrator will commit to being actively engaged for the full program year, and will maintain CDTC Campus Administrator status except for an emergency or other extenuating circumstances. In the event a CDTC Campus Administrator needs to withdraw mid – program year, YCCD/CDTC will consider a temporary CDTC Campus Administrator, on an individual basis. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The CDTC Campus Administrator will be responsible to prepare and submit all required reports; coordinate all CDTC activities; attend one (1) mandatory CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to the campus Child Development Training Consortium.

The designated CDTC Campus Administrator is preferably an active ECE/CD faculty, either full- time or ECE/CD adjunct faculty, department chair, director of the campus child development lab center/children’s center or other qualified individual. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The CDTC Campus Administrator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then the contract/agreement will be administered by the CDTC Campus Administrator employed by the college.

The CDTC Campus Administrator must be available to support students by providing regularly scheduled office/support hours; thereby being accessible to students applying for the Educational Support Grant via the CDTC website at childdevelopment.org. The CDTC Campus Administrator must attend and/or provide CDTC program service information to campus child development/early childhood education (ECE) department meetings. The YCCD/CDTC must be notified in

writing within fifteen (15) calendar days of any change in CDTC Campus Administrator status.

The CDTC Campus Administrator must notify CDTC at least 30 days in advance of any type of formal or informal leave. A written plan of action that confirms the intent to continue all CDTC Campus Administrator duties as outlined in this Agreement, must be submitted for approval.

The CDTC Campus Administrator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Learning and Care Division (CDE/ELCD) to disseminate information to campus ECE/CD faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **600 units** of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2020, and June 20, 2021. Students will apply for the Educational Support Grant via the CDTC website at childdevelopment.org. ECE/CD coursework, general education coursework, child development work experience and remedial courses are included. General work experience courses are excluded.
- C. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
 - 2. Are degree or certificate applicable.
 - 3. Are offered for credit with the possible exception of remedial courses.
 - 4. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
- D. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term. Students will apply for the Educational Support Grant via the CDTC website at childdevelopment.org.
 - 1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 - 2. At the time of enrollment, the student must be employed (Priority 2 & 3 students exempt) by a child care/development program including licensed family child care and out- of- school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program.

Employment in a kindergarten or transitional kindergarten classroom is also acceptable, **AND**

3. If a student is employed, the employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 4. Student must work in the state of California (Priority 2 & 3 students exempt).
 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home childcare providers are not eligible.
- E. The CONTRACTOR will enroll eligible students according to the following three priorities; *California Department of Education, Early Learning and Care Division*

(CDE/ELCD) Priorities for Enrollment.

Students will apply for the Educational Support Grant via the CDTC website at childdevelopment.org.

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|------------|---|
| Priority 1 | Employees of all direct-funded CDE/ELCD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs. Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services. Employees of all other programs including center-based and licensed family child care homes. |
| Priority 2 | Students who are not currently employed and enrolled in a practicum course. |
| Priority 3 | Students who are not currently employed and enrolled in a minimum of 12 units (per semester/term). |

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Student Enrollment

The local ECE/CD Advisory Committee may inform or recommend additional priorities. However, the CDE/ELCD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/ELCD priorities.

- F. The CONTRACTOR will consult with an existing ECE/CD Advisory Committee to solicit input on local needs, courses to be offered. Then, CONTRACTOR will approve and submit the student eligibility and payment policies by January 29, 2021.
- G. The CONTRACTOR must have access to student grades and verify in

advance of issuing student payments. And, will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.

- H. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2020-2021 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352, OR, when appropriate, submitted electronically.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2020, to and including June 20, 2021. Enrolled units must be completed between July 1, 2020, and June 20, 2021. All allowable expenditures must be encumbered and/or the services rendered prior to June 20, 2021.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 15, 2020, a 2020-2021 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
 - 1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 - 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five percent (25%).
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the CDTC Guidelines and Policy Manual. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. Due to COVID 19, all travel, both in state and out of state, and any travel associated with conference or meeting attendance is no longer in effect. This notice is effective from July 1, 2020 until January 1, 2021. CONTRACTOR may not submit invoices or expenditure reports for any travel expenses. In January, the California Department of Education (CDE) ELCD will reevaluate the travel restrictions according to guidance provided by the State to respond to the pandemic in order to keep Californians safe. If necessary, travel restrictions will be extended as needed, until June 30, 2021.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not

integral parts of the building or the building system.

- F. If the CONTRACTOR under-generates its contracted number of units, the number of contracted units may be reduced in the subsequent year.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$27,600.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2021. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$46.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. ECE/CD coursework, general education coursework, remedial courses and child development work experience are included. General work experience classes are excluded.
- C. The CDTC Campus Administrator will approve and submit electronically all summer `20 and/or fall `20 student applications to CDTC by October 30, 2020 (preferred), or no later than March 12, 2021. AND, the CDTC Campus Administrator will approve and submit electronically all winter `21 and/or spring `21 student applications by March 12, 2021 (preferred) or no later than May 28, 2021.
- D. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of correctly reviewed, approved and electronically submitted Educational Support Grant applications for each enrolled student for each semester/term.
- E. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- F. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 20, 2021.

V. RETENTION OF RECORDS AND UNITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Learning and Care Division

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Learning and Care Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of the activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Learning and Care Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of

the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XIV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instructional Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

XV. CONFIDENTIALITY

All data and information developed by CONTRACTOR and deemed confidential by YCCD/CDTC shall be properly safeguarded and protected by CONTRACTOR from unauthorized use and disclosure. At a minimum, during non-working hours, CDTC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

CONTRACTOR is hereby considered an agent of the State of California/ Yosemite Community College District only for confidential data purposes and will be personally liable under the state and federal statutes for unauthorized disclosures.

CONTRACTOR shall as soon as practicable notify YCCD/CDTC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Subject to paragraph B above, unless YCCD/CDTC authorizes the disclosure of the information in writing, CONTRACTOR shall use every means, to the maximum extent permitted by law and at no cost to the YCCD/CDTC, to protect the information from disclosure.

CONTRACTOR shall require its Campus Coordinator to agree to the conditions and stipulations of the YCCD/CDTC Confidentiality Agreement, Attachment C, in consideration of interactions with participants of the CDTC program and confidential information entered into the online Educational Support Grant student application.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	Jonah Nicholas
Title of Person Signing:	Vice Chancellor, Business Services
Date:	

Yosemite Community College District:

Authorizing Signature:	
Printed Name of Person Signing:	Henry C.V. Yong
Title of Person Signing:	Chancellor, YCCD
Date:	

Attachments for reference: Appendix A - Child Development Permit Matrix
Appendix B – 2020-2021 Required Reports and Time Lines
Appendix C – Confidentiality Assurance Agreement

Return the **Instructional Agreement and Confidentiality Assurance Agreement with original signatures OR Certified by Adobe Sign signatures** to:
Child Development Training Consortium
PO Box 3603
Modesto, CA 95352
lovettc@yosemite.edu

For CDTC Use Only			
Date Received:	To D.O.:	From D.O.:	To Contractor:

Child Development Permit Matrix - with Alternative Qualification Options Indicated

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	Option 1: 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	Option 2: Accredited HERO program (including ROP)	Authorizes the holder to care for and assist in the development and instruction of children in a child care and development program under the supervision of an Associate Teacher, Teacher, Master Teacher, Site Supervisor or Program Director.	105 hours of professional growth*****
Associate Teacher	Option 1: 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	Option 2: Child Development Associate (CDA) Credential.	Authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and supervise an Assistant and an aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	Option 1: 24 units ECE/CD including core courses** <u>plus</u> 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	Option 2: AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise an Associate Teacher, Assistant and an aide.	105 hours of professional growth*****
Master Teacher	Option 1: 24 units ECE/CD including core courses** <u>plus</u> 16 GE units* <u>plus</u> 6 specialization units <u>plus</u> 2 adult supervision units	350 days of 3+ hours per day within 4 years	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise a Teacher, Associate Teacher, Assistant and an aide. The permit also authorizes the holder to serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Site Supervisor	Option 1: AA (or 60 units) which includes: <ul style="list-style-type: none"> • 24 ECE/CD units with core courses** <u>plus</u> 6 administration units <u>plus</u> 2 adult supervision units	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting; or Option 3: Admin. credential *** with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting; or Option 4: Teaching credential**** with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting	Authorizes the holder to supervise a child care and development program operating at a single site; provide service in the care, development, and instruction of children in a child care and development program; and serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	Option 1: BA or higher (does not have to be in ECE/CD) including: <ul style="list-style-type: none"> • 24 ECE/CD units with core courses** <u>plus</u> 6 administration units <u>plus</u> 2 adult supervision units	One year of Site Supervisor experience	Option 2: Admin. credential *** with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting; or Option 3: Teaching credential**** with 12 units of ECE/CD, <u>plus</u> 3 units supervised field experience in ECE/CD setting, <u>plus</u> 6 units administration; or Option 4: Master's Degree in ECE/CD or Child/Human Development	Authorizes the holder to supervise a child care and development program operating in a single site or multiple sites; provide service in the care, development, and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****

Appendix A

NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish translation is available.

*One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

**Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of the core areas.

***Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

****A valid Multiple Subject or a Single Subject in Home Economics.

*****Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6080 for assistance in locating an advisor.

Appendix B

Child Development Training Consortium 2020-2021 Required Reports and Time Lines

Reports/Documentation	Due Date
Instructional Agreement	Return signed Agreement as soon as possible
Online Student Educational Support Grant applications (REVIEW, APPROVE AND SUBMIT ONLINE)	Summer/Fall '20: October 30, 2020 (preferred) Submitted no later than March 12, 2021 Winter/Spring '21: March 12, 2021 (preferred) Submitted no later than May 28, 2021
2020-2021 Program Budget (SUBMIT ONLINE) & Student Eligibility and Payment Policies (SUBMIT ONLINE)	October 15, 2020 January 29, 2021
2021-2022 Contractor Information for Implementation of the CDTC Program form	Returned signed form no later than June 4, 2021
2020-2021 Year-End Program Narrative Report (Survey Monkey)	June 21, 2021
Final Expenditure Report (SUBMIT ONLINE)	June 21, 2021



CONFIDENTIALITY ASSURANCE AGREEMENT

- All Campus Administrators designated to implement the CDTC program of Yosemite Community College District (YCCD), Child Development Training Consortium (CDTC) who have access to process personal private student information within the CDTC website, which contains confidential information and records must read and sign this Agreement
- The original is to be submitted to the Child Development Training Consortium, along with the signed Instructional Agreement. CDTC must sign the Agreement and then place the signed original in the Campus Administrator's file.

Responsibilities: During the performance of your assigned duties related to collecting information on students participating in the CDTC program, services and other activities provided, you may have access to confidential student information and records required for effective coordination and delivery of services to students and early childhood professionals. All confidential discussion, deliberations, records, and information generated or maintained in connection with these activities shall be disclosed only to **authorized persons** who have the authority to access confidential participant information or records. An authorized person is defined as any person who is given authority to access participant information in the system through the YCCD/CDTC confidentiality protocol. This includes information obtained and conveyed through all media – verbally, in writing, by fax, phone or email, or through the CDTC website. Confidential participant data will be managed in accordance with all applicable federal and California state privacy laws including but not limited to: Family Education Rights and Privacy Act of 1984 (20 U.S. C Sec. 1232g) and Children's Online Privacy Protection Act (COPPA) and California Education Code sections 49069 to 49079. Confidential participant data may include, but is not limited to, name, telephone, email account, address, date of birth and social security number.

Liabilities: Unauthorized release of confidential information to a third party may expose you to personal civil penalties under the provisions of Welfare and Institutions Code, Section 5330; criminal action under Welfare and Institutions Code, Section 10850; and potential fine under Title 42, Code of Federal Regulations, Part 2.

Acknowledgement: I acknowledge responsibility not to divulge any confidential information or records concerning CDTC students for services funded through the California Department of Education within the CDTC's website without proper written authorization.

I understand that I, the CDTC Campus Administrator, agree to the terms outlined above. I will submit a signed copy of this Confidentiality Assurance Agreement along with the 2020-2021 Instructional Agreement. The signed original will be on file at CDTC.

Signature: Ana Del Aguila

Date: 09/29/20

Print Name: Ana Del Aguila

Title: ECE Professional Development Coordinator

CDTC Use Only

Received by: _____

Date: _____