

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2013-2014 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 13-14-4024**

This Agreement is made and entered into this 1st day of September, 2013, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and **Chabot-Las Positas Community College District for Chabot 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 Campus Coordinator. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend two (2) mandatory YCCD/CDTC sponsored meetings at YCCD/CDTC expense; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably either full-time or adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator will be a liaison between the Child Development Training Consortium and California Department of Education/Child development Division (CDE/CDD) to disseminate information to campus faculty regarding state initiatives.

- B. The CONTRACTOR will generate up to **700** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2013, and June 30, 2014. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.

- D. 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 transferable whenever possible.
 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 6. Are responsive to local community needs.

E. 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 using the Student Profile.

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 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 classroom is also acceptable, **AND**
3. Student 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.
5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.

F. The CONTRACTOR will enroll eligible students according to the following three priorities:

*California Department of Education, Child Development Division (CDE/CDD)
Priorities for Enrollment:*

- Priority 1 Employees of all direct-funded CDE/CDD 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.

Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.

Priority 3 Employees of all other programs including center-based and licensed family child care homes.

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 Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/CDD 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/CDD priorities.

G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.

1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local CARES Plus and/or AB212 programs.
2. The Advisory Committee will meet a minimum of once each semester/term.
3. Both meetings must be properly documented with agendas and minutes, which must be submitted by specified due dates.

H. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:

1. Description of eligible students to be served

2. Special circumstances or unique challenges and characteristics of eligible students
 3. Description of agencies/programs that will benefit
 4. Area strengths
 5. Area needs
 6. Description of most needed courses including topics, times, locations and preferred language of instruction.
- I. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.
 - J. 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 – 2013-2014 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
 - K. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.
 - L. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator, two times per semester. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2013, to and including June 30, 2014. Enrolled units must be completed between July 1, 2013, and June 30, 2014. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2014.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 15, 2013, a 2013-2014 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- 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 (25)%.
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.

- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- 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 demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

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 **\$17,500.00**. 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, 2014. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 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. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2013-2014 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than June 30, 2014. A Budget Narrative Form will be required as an addendum to the Final Expenditure Report.

V. RETENTION OF RECORDS AND AUDITS

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, Child Development 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, Child Development 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 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 of the other party 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, Child Development 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.

IX. 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 Instruction 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.

AGREED TO BY:

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

Yosemite Community College District

Authorizing Signature:	
Printed Name of Person Signing:	Teresa Scott
Title of Person Signing:	Executive Vice Chancellor/Fiscal Services, YCCD
Date:	

Attachments for reference: Appendix A - Child Development Permit Matrix
Appendix B – 2013-2014 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**
Child Development Training Consortium
1620 North Carpenter Road, Suite C-16, Modesto, CA 95351
For questions, call (209) 572-6080

For CDTC Use Only: Date Rcvd: _____ To D.O.: _____ From D.O.: _____ To CONTRACTOR: _____
