

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT
CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of December 5, 2018, for the contract term beginning August 1, 2018, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Fullerton College/North Orange County Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on Tuesday, December 4, 2018.

Appropriation or Grant Number CN180198

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education (Resolution 06-1516) for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD 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 July 1, 2019 and terminate June 30, 2020 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.
 - a. 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.
 - a. 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 Dublin, California.
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: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.
 - a. Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
 - b. 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, including all applicable provisions for subrecipient monitoring of federal funding awards.
 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.

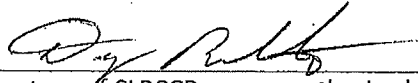
21. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

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

"District"

"Contractor"

By:



Signature of CLPCCD person authorized to execute agreement

Print Name: Doug Roberts

Title: Vice Chancellor Business Services

Date:

9-20-19

By:



Signature

Print Name:

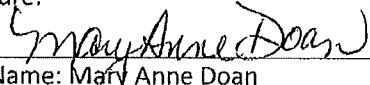
Title:

Address:

Date:

Recommended By:

Signature:



Print Name: Mary Anne Doan

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd, Hayward, CA 94545

Date:

9/19/2019



Attachment A
Fullerton College/North Orange County Community College District
July 1, 2019 – June 30, 2020

Saddleback College will take the lead in the Orange Regional Early Childhood Mentor Program. In addition to Fullerton College and Saddleback College, the Orange Regional Early Childhood Mentor Program includes four college(s): Irvine Valley College, Orange Coast College, Santa Ana College and Santiago Canyon College. A Regional Program requires individual contracts between each participating College/District and the Chabot-Las Positas Community College District.

- A. Chabot-Las Positas 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, Regional and College Coordinators 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. \$500 for the Contractor's College Coordinator. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas 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 and D are not fulfilled in a timely manner.
 4. \$150 for printing and copying costs for program implementation or Mentor materials. The Contractor's Coordinator may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.
- B. The signed **Designation of Coordinator form** and this signed **Letter of Agreement** must be submitted to the District no later than **January 3rd of this contract year**. The College Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
- C. The lead college agrees to designate a Regional Coordinator. The Regional Coordinator shall be responsible for the following activities:
- Selection and Re-Certification
1. Promoting the program on campus and in the community, and updating coordinating supervisor and department heads where applicable regarding the Mentor Program.
 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 F and G 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 which 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), a representative from the local QRIS, other early childhood professionals as needed such as an R and R representative, or from an advocacy group such as the Local Planning Council, etc. 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) and the *Business Administration Scale* (BAS).
 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 and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **May 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. The amount of mentors and budget will be based on varying criteria and should not be expected to increase annually.
 13. 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.
 14. 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

15. Facilitating or arranging for facilitation by Mentors or Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional

California Early Childhood Mentor Program

25555 Hesperian Boulevard, Hayward, CA 94545 | p: 510-723-7100 | e: info@ecementor.org

monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront in supervising student teachers, combined with further study of supervision, leadership and mentoring skills.

16. Facilitating or arranging for facilitation on a rotating basis with Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues. Documentation of meeting notes and sign in sheets are to be sent to the main office quarterly.
17. Providing Mentor and Director Seminar Instructors with Mentor and leadership materials such as the *Growing Leaders In-Service Training Resource Guide*, or other current instructional materials as supplied by the District.
18. Ensuring that facilitators for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
19. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

20. 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.
21. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
22. 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), and that the Mentor Program cannot accommodate all alternative practicum placements, and is a supplemental program for only a portion of placements up to the budget limit for the college.
23. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
24. 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;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
25. 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.

California Early Childhood Mentor Program

25555 Hesperian Boulevard, Hayward, CA 94545 | p: 510-723-7100 | e: info@ecementor.org

Payments

26. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' **Letter of Agreement** for all late paperwork.
27. Making and enforcing deadlines with all Mentors and Mentor Directors for dates when their forms must be submitted to the Regional Coordinator.
28. Submitting all forms approving the placement within 30 days of placement beginning.
29. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
30. Submitting all fiscal reporting to the District no later than **June 1st of each contract year**.
31. Submitting all requests for reimbursement to the District no later than **June 1st 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, and may be reflected in following years' budget.
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 and/or Director Seminars) if appropriate.
35. Applying for and utilizing Innovative funding for leadership, professional development or communities of practice activities 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. Reports are due by June 1st of the contract year.

Evaluations

37. Facilitating program evaluation. Compiling all evaluations and making them accessible to the main office.
38. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, 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 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
40. Completing and submitting to the District all Annual Reporting materials on or before **June 1st of each contract year**.

Mentor Program Meetings

California Early Childhood Mentor Program

25555 Hesperian Boulevard, Hayward, CA 94545 | p: 510-723-7100 | e: info@ecementor.org

41. Attending all required Coordinator online meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
42. Facilitating the selection of eligible participants for the annual Mentor Institute.

Maintaining Records

43. 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. Being prepared to submit those records to the main office or during a program audit or evaluation upon request.
44. Maintaining program data and records in archives for five years.

- D. Contractor will designate a College Coordinator to perform the following functions:
1. Place students with Mentors, act as intermediary between the student and Mentor, and monitor the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
 2. Collect student evaluations of Mentors and provide the Regional Coordinator—in a timely and accurate manner—with any data necessary for the monthly, quarterly or annual reports.
 3. Serve on the regional Selection Committee.
 4. Facilitate the evaluation of the statewide program.
- E. 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.
- F. 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 C.2 and E 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, a QRIS Tier Rating (where applicable), 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

California Early Childhood Mentor Program

25555 Hesperian Boulevard, Hayward, CA 94545 | p: 510-723-7100 | e: info@ecementor.org

(ECERS-R, ITERS-R, SACERS or FCCERS-R). For those programs who have a current QRIS ECERS-R, ITERS-R, or FCCERS-R done in the last 13 months, the Harms and Clifford assessment by the Mentor Selection Committee shall be waived. For this waiver, only the QRIS assessment may be used.

7. If the applicant has an acceptable score on the assessment referred to in Section F.6 above, and the site has a current 4 or 5 QRIS rating, and passes all the other criteria, this applicant has priority over other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program.
- G. 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 Information Session Webinar and a Director Mentor Institute as currently described in the Program Manual and as may be reasonably revised by the District. The Director Mentor Applicant may apply prior to attending DMI but must have completed it before mentoring can take place.
 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) or Business Administration Scale (BAS) review, a QRIS Tier Rating (where applicable), and references.
 4. Completion of a Program Administration Scale (PAS) or Business Administration Scale (BAS) interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
 5. If the applicant participates in QRIS and has a current 4 or 5 QRIS rating, and passes all of the above criteria, this applicant has priority over all other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program
- H. 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.
- I. Contractor agrees that in cases where active Mentors or Director 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.
- J. 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. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.

California Early Childhood Mentor Program

25555 Hesperian Boulevard, Hayward, CA 94545 | p: 510-723-7100 | e: info@ecementor.org

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT
CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of December 5, 2018, for the contract term beginning August 1, 2018, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Fullerton College/North Orange County Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on Tuesday, December 4, 2018.

Appropriation or Grant Number CN180198

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education (Resolution 06-1516) for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD 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 July 1, 2019 and terminate June 30, 2020 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.
 - a. 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.
 - a. 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 Dublin, California.
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: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.
 - a. Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
 - b. 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, including all applicable provisions for subrecipient monitoring of federal funding awards.
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. Except as otherwise provided in this agreement or required by law, neither party shall be liable for any lost profits, consequential, incidental, indirect, exemplary, or special damages, however caused and on any theory of liability arising out of or relating to this agreement even if it has been advised of the possibility of such damages. The foregoing limitation of liability is not applicable to District's indemnification obligations set forth elsewhere in this agreement or any personal injury claim.

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 on the date specified immediately adjacent to their signatures below.

“District”

“Contractor”

By: _____

Signature of CLPCCD person authorized to
execute agreement

Print Name: Doug Roberts

Title: Vice Chancellor Business Services

Date:

By: _____

Signature

Print Name:

Title:

Address:

Date:

Recommended By:

Signature:

Print Name: Mary Anne Doan

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd, Hayward, CA 94545

Date:



Attachment A
Fullerton College/North Orange County Community College District
July 1, 2019 - June 30, 2020

Saddleback College will take the lead in the Orange Regional Early Childhood Mentor Program. In addition to Fullerton College and Saddleback College, the Orange Regional Early Childhood Mentor Program includes four college(s): Irvine Valley College, Orange Coast College, Santa Ana College and Santiago Canyon College. A Regional Program requires individual contracts between each participating College/District and the Chabot-Las Positas Community College District.

- A. Chabot-Las Positas 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, Regional and College Coordinators 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. \$500 for the Contractor's College Coordinator. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas 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 and D are not fulfilled in a timely manner.
 4. \$150 for printing and copying costs for program implementation or Mentor materials. The Contractor's Coordinator may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.
- B. The signed **Designation of Coordinator form** and this signed **Letter of Agreement** must be submitted to the District no later than **January 3rd of this contract year**. The College Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
- C. The lead college agrees to designate a Regional Coordinator. The Regional Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community, and updating coordinating supervisor and department heads where applicable regarding the Mentor Program.
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 F and G 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 which 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), a representative from the local QRIS, other early childhood professionals as needed such as an R and R representative, or from an advocacy group such as the Local Planning Council, etc. 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) and the *Business Administration Scale* (BAS).
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 and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **May 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. The amount of mentors and budget will be based on varying criteria and should not be expected to increase annually.

13. 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.
14. 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

15. Facilitating or arranging for facilitation by Mentors or Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront in supervising student teachers, combined with further study of supervision, leadership and mentoring skills.
16. Facilitating or arranging for facilitation on a rotating basis with Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues. Documentation of meeting notes and sign in sheets are to be sent to the main office quarterly.
17. Providing Mentor and Director Seminar Instructors with Mentor and leadership materials such as the *Growing Leaders In-Service Training Resource Guide*, or other current instructional materials as supplied by the District.
18. Ensuring that facilitators for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
19. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

20. 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.
21. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
22. 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), and that the Mentor Program cannot accommodate all alternative practicum placements, and is a supplemental program for only a portion of placements up to the budget limit for the college.
23. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
24. 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;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
25. 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

26. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' **Letter of Agreement** for all late paperwork.
27. Making and enforcing deadlines with all Mentors and Mentor Directors for dates when their forms must be submitted to the Regional Coordinator.
28. Submitting all forms approving the placement within 30 days of placement beginning.
29. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
30. Submitting all fiscal reporting to the District no later than **June 1st of each contract year**.
31. Submitting all requests for reimbursement to the District no later than **June 1st 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, and may be reflected in following years' budget.
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 and/or Director Seminars) if appropriate.
35. Applying for and utilizing Innovative funding for leadership, professional development or communities of practice activities 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. Reports are due by June 1st of the contract year.

Evaluations

37. Facilitating program evaluation. Compiling all evaluations and making them accessible to the main office.
38. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, 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 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
40. Completing and submitting to the District all Annual Reporting materials on or before **June 1st of each contract year**.

Mentor Program Meetings

41. Attending all required Coordinator online meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
42. Facilitating the selection of eligible participants for the annual Mentor Institute.

Maintaining Records

43. 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. Being prepared to submit those records to the main office or during a program audit or evaluation upon request.
44. Maintaining program data and records in archives for five years.

- D. Contractor will designate a College Coordinator to perform the following functions:
 1. Place students with Mentors, act as intermediary between the student and Mentor, and monitor the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
 2. Collect student evaluations of Mentors and provide the Regional Coordinator—in a timely and accurate manner—with any data necessary for the monthly, quarterly or annual reports.
 3. Serve on the regional Selection Committee.
 4. Facilitate the evaluation of the statewide program.
- E. 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.

- F. 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 C.2 and E 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, a QRIS Tier Rating (where applicable), 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). For those programs who have a current QRIS ECERS-R, ITERS-R, or FCCERS-R done in the last 13 months, the Harms and Clifford assessment by the Mentor Selection Committee shall be waived. For this waiver, only the QRIS assessment may be used.
 7. If the applicant has an acceptable score on the assessment referred to in Section F.6 above, and the site has a current 4 or 5 QRIS rating, and passes all the other criteria, this applicant has priority over other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program.
- G. 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 Information Session Webinar and a Director Mentor Institute as currently described in the Program Manual and as may be reasonably revised by the District. The Director Mentor Applicant may apply prior to attending DMI but must have completed it before mentoring can take place.
 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) or Business Administration Scale (BAS) review, a QRIS Tier Rating (where applicable), and references.

4. Completion of a Program Administration Scale (PAS) or Business Administration Scale (BAS) interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
 5. If the applicant participates in QRIS and has a current 4 or 5 QRIS rating, and passes all of the above criteria, this applicant has priority over all other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program
- H. 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.
- I. Contractor agrees that in cases where active Mentors or Director 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.
- J. 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. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.