



**QUALITY COUNTS CALIFORNIA
WORKFORCE PATHWAYS PARTICIPATION
MOU #23/24-0874**

This **AGREEMENT** entered into on this first day of July 2023, by and between the San Bernardino County **SUPERINTENDENT** of Schools, herein after referred to as “**SUPERINTENDENT**”, and San Bernardino County – Department of Preschool Services, herein after referred to as “**AGENCY**,”

RECITALS

NOW THEREFORE, **SUPERINTENDENT** and **AGENCY** agree to the following:

WHEREAS, San Bernardino County Superintendent of Schools is an administrative agent for the Quality Count California (QCC) Workforce Pathways Grant; and

WHEREAS, the California Department of Social Services (CDSS), Childcare and Development Division is providing funding to develop and maintain the QCC Quality Improvement Activities which includes, the QCC Workforce Pathways Grant.

WHEREAS, the San Bernardino County Superintendent of Schools will serve as the lead agency for the Workforce Pathways Grant.

WHEREAS, **AGENCY** provides childcare and development services to children and families that are operated by an agency in San Bernardino County;

1. **Requirements for the QCC Workforce Pathways Stipend Program**

- a. This funding shall only be used to supplement, and not supplant, existing efforts and investments to retain qualified childcare staff at the local level.
- b. The funding must be allocated to retain employees that meet all of the following minimum criteria:

Stipend Formerly Known as AB212

Eligibility Requirements:

- Work in San Bernardino County directly with children birth up to 5 years of age.
- Work in a paid capacity directly and consistently with children, in a classroom for at least 15 hours a week, in a CDE, EESD Title 5, direct funded program (substitutes and personnel on leave, do not meet this requirement).
- Earn less than \$85,000 annually.
- Maintain continuous employment, in the classroom, with the same employer of a Child Development (CD)/Early Childhood Education (ECE) field nine of the twelve most recent months prior to receiving an incentive stipend and still be employed with the employer when the stipend is received.
- All participants will complete the 2023-2024 Application through the CA ECE Workforce Registry by the due date of March 1, 2024.
- Upload a copy of their current/valid Child Development Permit from the Commission on Teacher Credentialing (CTC) office and upload PD support (21 hours) Valid PD parameter dates that will be accepted are from March 2, 2023, through March 1, 2024.

Professional Growth Advisor (PGA) Track

Eligibility Requirements:

- Must have a BA/BS degree Must have a Site Supervisor or Director Child Development Permit.
- Verification of BA/BS degree

- Verification of CDP
- Must attend two Professional Growth Advisor Meetings.
- Must meet with each assigned Advisee twice during the program year.
- Must have instructor access in the Registry so that the advisee session can be recorded in the Registry under the participant's profile.

Mentor Professional Growth Advisor Track

Eligibility Requirements:

- Work in San Bernardino County
- Complete the 2022-2023 **Mentor PGA Stipend Application** through the CA ECE Workforce Registry by the due date.
- Verification of BA/BS degree or higher uploaded to their CA ECE Workforce Registry Profile at the time of application submission.
- Verification of a valid Director CA Child Development Permit uploaded to their CA ECE Workforce Registry Profile at the time of application submission.
- Must attend one Mentor PGA Training virtually.
- Must meet virtually or in person with each assigned Advisee twice during the program year.

Incentive Stipend

Eligibility Requirements:

- Work in San Bernardino County directly with children birth up to 5 years of age.
- Work at an agency that accepts state subsidies.
- Work in one of the following settings: Family Childcare home, Family Friend and Neighbor (FFN), School-based or Center-based program.
- Work in a paid capacity directly and consistently with children, in a classroom or virtually at least 15 hours a week. (Substitutes and personnel on leave do not meet this requirement.)
- Earn less than \$85,000 annually.
- Maintain continuous employment, in the classroom or virtually with the same agency nine of the twelve most recent months prior to receiving the stipend and employed with the agency when the funds are received.
- All participants will complete the **Incentive Program Stipend Application** through the CA ECE Workforce Registry by the due date.
- A valid CA Child Development Permit must be uploaded in the applicants CA ECE Workforce Registry profile by the due date. Except for those that are on the **Assistant Teacher CDP Track**, **Assistant Teacher CDP Track** applicants must have Documentation that states that the Assistant Teacher Child Development Permit has successfully been submitted to the State of California Commission on Teacher Credentialing uploaded in the applicants CA ECE Workforce Registry profile by the due date.
- Verification of a completed and approved **Professional Growth Plan and Record Form for Child Development Permits** must be uploaded into the applicant's profile in the CA ECE Workforce Registry by the due date.
- Must complete the units within the parameter dates given for that program year.
- Submit each class course syllabus with the assigned book title(s), verification of the completed coursework with a letter grade of a C or better along with all receipts: (registration cost(s), tuition, course book, needs to be processed through the CA ECE Workforce Registry by the due date.

2. Responsibilities of SUPERINTENDENT

- SUPERINTENDENT** shall design, maintain, and administer the system to distribute the Quality Counts California Workforce Pathways Program incentive funds in accordance with the San Bernardino County Quality Counts California Workforce Pathways Program Plan.
- No later than February 1st, of each year, **SUPERINTENDENT** shall provide applications for funding to potentially qualified providers/teachers.
- No later than March 25, of each year, **SUPERINTENDENT** shall provide a list of eligible teaching staff to **AGENCY** based on **AGENCY**'s submissions and availability of funds, for signature. The **AGENCY** will have 10 business days to request changes to the list. Should changes to the list be necessary, the **SUPERINTENDENT** will make the changes and resend an updated list of eligible teachers to the **AGENCY**.

- d. **SUPERINTENDENT** shall provide to **AGENCY** the greater of thirteen percent (13%) of each recipient's stipend amount as indicated in Attachment A herein, or One Hundred Fifty and no/100 Dollars (\$150.00) for administration of the application process.
- e. No later than July 31st of each year, **SUPERINTENDENT** shall send **AGENCY** a single check inclusive of the stipend and administrative fee for each of its recipients.

3. Responsibilities of **AGENCY**

- a. **AGENCY** shall assign a Quality Counts California Workforce Pathways Program Contract person to work directly with **SUPERINTENDENT** to facilitate the application process.
- b. Agency will encourage their eligible teachers to complete the 2023-2024 Quality Counts California Workforce Pathways Program applications online through the CA ECE Workforce Registry.
- c. Agency will complete the employer verification process for all eligible participants through the CA ECE Workforce Registry no later than March 8, 2024.
- f. **No later than 10 business days from receiving the list of eligible teachers the AGENCY shall sign the list and return to the SUPERINTENDENT.** Should changes to the list be necessary the **AGENCY** will need to request within the 10 business days that the changes be made, the **SUPERINTENDENT** will make the changes and resend an updated list of eligible teachers to the **AGENCY**. Once the **AGENCY** receives the updated eligible list of teachers, the **AGENCY** has 5 business days to sign and return to the **SUPERINTENDENT**.
- d. Receive a single check for all stipend eligible teachers and distribute, no later than August 31st of each year, the appropriate amounts as indicated by **SUPERINTENDENT**. **AGENCY** shall return to **SUPERINTENDENT** the stipend and administrative fee for any recipient no longer employed with the **AGENCY** as of the date of receipt of the check.

4. Duration of Agreement

- a. The term of this Agreement shall be from July 1, 2023, through and including June 30, 2024.
- b. This Agreement may be terminated early by **SUPERINTENDENT** in the event funding is decreased or eliminated.

5. General Conditions

- a. This Agreement may be amended by the mutual agreement of both parties and affixed hereto as an amendment with signatures of both parties.
- b. No fee shall be required to participate in the Quality Counts California Workforce Pathways Program.
- c. All **SUPERINTENDENT** and **AGENCY** information shall be maintained with strict confidentiality in accordance to California Code of Regulations, Title 5.
- d. It is understood that each program operates as an individual **AGENCY** and that this Agreement establishes no dual employee relationship.
- e. This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written.
- f. This agreement shall not be assignable except with written consent of parties hereto.
- g. **AGENCY** shall comply with all federal, state, and local laws and ordinances applicable to such work. **AGENCY** shall provide workers' compensation insurance for all of its employees.
- h. If **AGENCY** fails to comply with any of the material requirements of this Agreement or any requirements of the California State Department of Education (CDE), **SUPERINTENDENT** shall report such default to CDE. In the event of such default, **SUPERINTENDENT** shall provide written notice to **AGENCY** specifying the default. **AGENCY** shall have five calendar days to cure the default. In the event that default has not been cured, **SUPERINTENDENT** may terminate this agreement.

- i. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach hereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation acceptable to both parties, prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. The parties agree that the proper place of venue shall be in the City of San Bernardino, San Bernardino County, California.

6. Completion of State and Federal Tax Information Forms (United States residents)

- a. All independent contractors doing business with the **SUPERINTENDENT** must complete applicable state and federal tax forms to determine federal and state reporting status. The enclosed Form W-9 must be completed and returned to issue any payments applicable to this Agreement.
 - 1) Sole Proprietors: On Form W-9, enter your individual name as shown on your social security card on the "Name:" line. You must enter your Business, trade, or "doing business as (DBA)" name on the "Business Name" line.
- b. California nonresidents must complete and submit a Form W-9 and Form 590.
 - 1) Form 590: This form is required to determine California Residency. Payments made to California nonresidents, including corporations, limited liability companies and partnerships that do not have a permanent place of business in California, may be subject to a seven percent (7%) state income tax withholding (California Revenue and Taxation Code §18662). Types of income subject to withholding include payments for services performed in California and payments of leases, rents, and royalties for property located in California.
 - 2) Partial or Complete Exemption from California Withholding taxes.
 - a) Form 588 Nonresident Withholding Waiver Request: If you meet the criteria for California withholding, you may apply for a waiver (Form 588) from the State of California through the California Franchise Tax Board. A copy of the approved waiver must be received by the **SUPERINTENDENT** prior to the first payment of this Contract in order to apply the exemption from the required seven percent (7%) withholding.
 - b) Form 587 Nonresident Withholding Allocation Worksheet: If you do not qualify for a waiver from California Withholding (an approved Form 588) and do not have a permanent place of business in the state of California, complete and submit Form 587 to determine if withholding is required on the scope of work for this Agreement.

7. Hold Harmless

AGENCY agrees, at its own expense, cost, and risk, to indemnify, defend, save and hold harmless **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **AGENCY** in the performance of this contract. It is understood that employees and any subcontractor of the **AGENCY** in its performance under this contract are not agents or employees of **SUPERINTENDENT**.

8. Notices

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino, County
Superintendent of Schools
760 E. Brier Dr.
San Bernardino, CA. 92408
Phone: 909-888-3228
Facsimile: 909-386-9512
Email: Maria.Aldaco@sbcss.net

San Bernardino County
Preschool Services Department
662 South Tippecanoe Avenue
San Bernardino, CA 92415
Phone: 909-383-2078
Email: Arlene.Molina@psd.sbcounty.gov

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

9. Entire Agreement

- a. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
- b. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first written above.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

Kevin Garcia, Program Manager
Procurement and Warehouse Services

Date: _____

**SAN BERNARDINO COUNTY -
PRESCHOOL SERVICES DEPARTMENT**

Dawn Rowe, Chair, Board of Supervisors
San Bernardino County

Date: _____

Attachment A

Stipend Level Based on Position

Staff Position	Regular Stipend Amount	Extra Incentive Upgrade	PGA Track Incentive	Maximum Stipend Amount Possible
Assistant	\$700.00	\$1,500.00	\$1,200.00	\$3,400.00
Associate	\$800.00	\$1,500.00	\$1,200.00	\$3,500.00
Teacher	\$900.00	\$1,500.00	\$1,200.00	\$3,600.00
Master Teacher	\$1,000.00	\$1,500.00	\$1,200.00	\$3,700.00
Site Supervisor	\$1,325.00	\$1,500.00	\$1,200.00	\$4,025.00
Director	\$1,525.00	\$1,500.00	\$1,200.00	\$4,225.00