

MEMORANDUM OF UNDERSTANDING
BETWEEN
PERALTA COMMUNITY COLLEGE DISTRICT AND
YMCA OF THE EAST BAY

This Memorandum of Understanding ("Agreement") is made and effective as of July 1, 2023 (the "Effective Date"), by and between YMCA of the East Bay ("YMCA"), Head Start and Peralta Community College District (PCCD), Merritt College ("College") in support of YMCA and employees ("Apprentices") participating in the Merritt College Early Educator apprenticeship program ("Program").

RECITALS

WHEREAS, the YMCA have pre-apprentice and apprentice employees needing certification in Early Childhood Development; and

WHEREAS, the College desires to offer or expand pre-apprentice opportunities for students selected to the Program while they acquire their first 6 units and complete 50 days of 3hrs min a day / 150 hours of on the job training (OJT) at the YMCA or Head Start.

WHEREAS, the College desires to offer or expand apprenticeship opportunities for YMCA employees through the Merritt College Early Educator Apprenticeship Program; and

WHEREAS, the College provides Child Development courses as part of the College's Early Educator Apprenticeship program (collectively, the "Program"); and

WHEREAS, it is to the benefit of the College and the YMCA that Apprentices enrolled in the Program have opportunities to complete on the job training hours at the YMCA school sites with appropriate supervision and instruction; and

WHEREAS, these online and in-person courses will not be open to the public, but only available to enrolled pre- apprentices and or apprentices. Pre-apprentices will not be considered employees of their assigned employer until successful completion of 6 units of identified coursework. Once the pre-apprentice is hired by the YMCA, they will become an approved apprentice at their assigned employer site: and

WHEREAS, the schedule, timing, location and instructional modality of the classes will be determined and agreed to between designees of the YMCA and Merritt College; and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines and recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office, PCCD and the College; and

WHEREAS, the College, and the YMCA are in partnership on the CA Apprenticeship Initiative Grant from July 2023-June 2026 agree to have Early Care and Education Pathways to Success (ECEPTS) as an apprenticeship intermediary and sponsor of the ECEPTS Pre-Apprenticeship and EARLY CARE & EDUCATION (ECE) ASSOCIATE TEACHER

(Existing RAPIDS Title: Teacher Aide 1) registered with the Division of Apprenticeship Standards (DAS) and the U.S. Department of Labor (see appendix A) and comply with all requirements of ECEPTS; and

WHEREAS Merritt College and the YMCA agree to the budget reimbursements from PCCD outlined on appendix B for the use of the purpose denoted on the appendix. Invoicing will be every 6 months. Merritt College will provide the YMCA an invoice template. Invoicing time frame and due dates are:

First Invoice: July 1, 2023-December 31, 2023; Invoice Due January 8, 2024.

Second Invoice: July 1, 2023-June 30, 2024; Invoice Due July 8, 2024.

WHEREAS the YMCA will monitor and report on work plan deliverables and outcomes every six months as follows:

First Report July 1, 2023- December 31, 2023 Due January 8, 2024.

Second Report July 1, 2023- June 30, 2024 Due July 8, 2024.

NOW, THEREFORE, Merritt College and the YMCA of the East Bay agree as follows:

I. RESPONSIBILITIES AND PRIVILEGES OF YMCA and CITY OF OAKLAND

- A. YMCA shall appoint a person to be the Designee for the Program. The Designee shall have the authority to approve or disapprove any and all aspects of the Program as conducted at YMCA. The YMCA reserves the right to appoint a different Designee at any time.
- B. The Designees shall work with center staff to schedule apprentices work hours, coordinate the use of YMCA and facilities for on the job training experience of apprentices, and participate in joint planning with representatives of all involved services and departments of YMCA. Any “Program” activity may be limited or the use of any facility withdrawn when, in the opinion of the Designee, such activity or use could interfere with the effective operation of the YMCA. The Designee shall promptly give oral notice, followed by written notice, to College regarding any such limitation or withdrawal.
- C. Apprentices will complete on the job training hours their respective worksite. YMCA and supervising teachers will agree to communicate regularly with College Coordinator, sign log sheets verifying hours at the work site, allow apprentices to do curriculum projects and observations in completion of course assignments, allow faculty to observe students at work in person or by video and provide an evaluation of students work at the end of the semester.
- D. The YMCA shall conduct a criminal background check of all apprentices participating in the Program, in accordance with California Education Code Section 45125.1, and by execution of this Agreement, College warrants that no Student will be assigned to perform services under the

terms of the Agreement who has been convicted of a violent or serious felony as specified in Penal Code Sections 668.5(c) and/or 1192.7. YMCA will forward criminal background check verification to the College to submit to Community Care Licensing for approval prior to any student coming into the “Program”.

- E. The YMCA will ensure that all Students participating in the Program have annual tuberculin clearances of either a negative PPD reading or, if there has been positive PPD in the past, a chest x-ray within normal limits.
- F. The YMCA in collaboration with the College, shall provide orientation for College faculty members to familiarize them with YMCA and policies, practices and facilities before assigning such faculty to teach courses on YMCA sites.
- G. Service and educational facilities (i.e. classrooms and conference rooms) at the YMCA will be made available to apprentices, staff and faculty at such times and to the extent such facilities are available and such use is approved in advance by the Designee.
- H. In their sole discretion, but subject to the authority of YMCA to rescind any such action by the Designees and to take whatever action YMCA deem appropriate, the Designees may:
 - (a) require that College immediately remove any student, staff or faculty member from the YMCA facilities, whenever the Designee reasonably determines that a student, staff, or faculty member of College is not participating satisfactorily in the Program or that the student, staff or faculty member's continued participation in the Program could be a detriment to the students of the YMCA and City of Oakland.
 - (b) refuse access to any educational areas in YMCA and or to any or all apprentices, staff or faculty, in the event such apprentices, staff or faculty are reasonably deemed by the Designees to have violated any YMCA policies, procedures or rules and regulations.
- I. Coordinate On-the-Job Training (OJT) component of the apprenticeship:
 - a. Ongoing review of OJT activities and apprentices’ progress to ensure that the Program meets expectations and requirements.
 - b. Identify, hire, train, supervise project staff involved in the Program (e.g., site supervisors, project directors, success coordinators, supervising teachers, coaches).
 - c. Coordinate and convene periodic gatherings of apprentices to foster a community of learners and maximize the cohort experience.
 - d. Develop and implement the Program coaching framework, competency-based assessment, non-credit training components, and other participant supports.
 - e. Bring concerns or issues about the OJT component or apprentices to the immediate attention of the program sponsor, ECEPTS and Merritt College.
- J. With respect to outreach, recruitment, selection, hiring, enrollment of apprentices:
 - a. With technical support from ECEPTS, establish apprenticeship eligibility criteria,

outreach, recruitment, selection, and hiring procedures, and program materials.

b. Conduct outreach, recruitment, and selection/hiring of apprentices who will be placed at employer sites.

c. YMCA will recruit, select, and hire 18 apprentices in year one of the apprenticeship program, 2023-2024.

II. RESPONSIBILITIES AND PRIVILEGES OF COLLEGE

A. The College shall appoint an educational administrator who will serve as point of contact to facilitate coordination and cooperation between the College and the YMCA and in conformity with PCCD policies and standards.

B. The College shall obtain and continuously maintain full accreditation for the program with the appropriate accrediting body.

C. Merritt College shall provide a member of its faculty who is a qualified teacher in the applicable educational discipline to coordinate the Program between the YMCA, and the College. The Coordinator of the Program will work closely with assigned faculty members to ensure that the courses meet the needs of the “Program” while maintaining the rigor of the college course and established course outline.

D. Merritt College faculty assigned to teach apprenticeship courses agree to meet regularly and communicate regarding pre-apprentice and apprentice participation and success in courses with the designated Success Coordinator for the “Program”. Any required release of information forms the College requires will be signed.

E. Apprenticeship courses offered will mirror the regular Child Development courses listed in the College catalog with the same department designations, course descriptions, and credits.

F. College shall develop a proposed instructional agenda which identifies the staff, resources and facilities necessary to meet the Program's educational goals. The proposed instructional agenda shall be made available to the Designees at a time agreed upon by the Designees and College's Dean and faculty prior to the implementation of the proposed instructional agenda. The proposed instructional agenda shall be revised at the request of the Designees or as deemed necessary or appropriate by the Designees or YMCA and the in order to avoid conflict with YMCA’s educational responsibilities, policies and procedures.

G. College faculty teaching courses at YMCA shall be permitted to use YMCA or supplies and equipment that are determined by YMCA and or to be necessary (1) for the courses, training and tutoring in which the apprentices are involved and (2) to meet the on the job training requirements of the Program.

H. The College shall cooperate with the YMCA to provide apprentices with academic support and student services to aid in their academic success and program completion such as college transcript review, registration and enrollment assistance, and embedded course tutoring.

I. The YMCA Designee and Merritt College shall cooperate in setting regularly scheduled

meetings consisting of the Designees of the YMCA and the College, and YMCA staff for the purpose of interpreting, discussing, coordinating and evaluating the Program and the experience of the students.

- J. While at YMCA sites, Merritt College shall comply and shall cause its employees to comply, with any and all applicable YMCA regulations, rules, policies and procedures, as well as any and all applicable state and federal law and regulations related to Program activities at YMCA and in connection with this Agreement.
- K. Permanent records of student enrollment, grades and achievement for students shall be maintained by the College.
- L. Track delivery of college coursework and provide the Community College Chancellor's Office, and other agencies required by the apprenticeship sponsor," ECEPTS" with academic outcomes data (e.g., attendance records, grade reports).

III. STATUS OF STUDENTS

- A. Apprentice Students enrolled in College courses shall be held to the same standards of achievement, grading standards, and behavioral standards as students in courses taught on the College campus.
- B. Apprentices enrolled in the Merritt College Early Childhood Educator Apprenticeship Program "MCEAP" shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the College campus.
- C. During on the job training apprentices must conform to the same standards as are set for YMCA employees in matters relating to the welfare of children and general YMCA and operations.
- D. An apprentices' withdrawal prior to completion of a course shall be in accordance with PCCD and College guidelines, policies, pertinent statutes and regulations.
- E. Supervision and evaluation of apprentices enrolled in courses shall be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations.
- F. Coordinate Related Supplemental Instruction (RSI) component of the apprenticeship:
 - a. Provide college coursework, delivered at community sites and according to a schedule and format that meets the needs of apprentices and employers.
 - b. Provide ongoing academic support and guidance to apprentices.
 - c. Identify, hire, orient, and supervise course instructors.
 - d. Develop and coordinate delivery of academic-related project components (e.g., embedded tutors, course scheduling, academic advisement, technology training).
 - e. Bring concerns or issues about the RSI component or apprentices to the immediate attention of the Designee of the YMCA.

IV. PERIOD OF AGREEMENT

This Agreement shall commence on the Effective date and continue in effect for one year. A new Memorandum of Understanding will be initiated by the College for each of the three (3) years of the CAI Grant, unless terminated by written notice of any party as provided in this Article IV.

- A. Notice of termination by College must be received by the YMCA no later than three (3) months prior to the last day of College's academic year, to become effective on the last day of that academic year.

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- B. Any notice of termination by YMCA is intended to be effective upon completion of the last day of College's academic year must be received by College no later than three (3) months prior to the last day of College's academic year. The YMCA also has the right to terminate this Agreement immediately upon written notice in the event that College materially fails to perform any of its responsibilities described in this Agreement.

V. INSURANCE AND INDEMNITY

- A. YMCA shall maintain a program of insurance or self-insurance to provide general liability coverage, with limits of at least one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the annual aggregate. If such coverage is written on a claims-made basis, coverage shall continue for a period of no less than three (3) years following termination of this Agreement. Upon request, YMCA shall provide the College with certificate(s) evidencing the foregoing coverage. The YMCA shall provide at least twenty-five (25) days prior written notice to College of any substantial change to or cancellation of said coverage.
- B. Merritt College shall procure and maintain in full force and effect insurance with an insurance company acceptable to the YMCA or shall maintain a self-insurance program acceptable to the YMCA which provides coverage for the negligent or otherwise wrongful acts or omissions of the College, its officers, directors, employees, agents, faculty and students. Such coverage shall have limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate. The College shall, upon request, provide the YMCA with certificate(s) of the foregoing coverage. The College shall provide at least twenty-five (25) days prior written notice to the YMCA of any substantial change to or cancellation of said insurance.
- C. The YMCA shall indemnify and hold Merritt College and Peralta Community College District harmless from and indemnify it against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which Merritt College incurs as a result of the negligent or otherwise intentional acts or omissions of YMCA or their directors, employees, or agents, in the performance of its activities, responsibilities and privileges under this Agreement. The obligations of the YMCA pursuant to the paragraph shall not extend to the proportion of any liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which the College may incur as a result of the negligence or other intentional acts or omissions of College or its officers, directors, employees, agents, faculty, or students.
- D. Notwithstanding the provisions of paragraph V.C above, College shall indemnify and hold YMCA and their directors, officers, employees, and agents harmless from and indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of the negligent or otherwise intentional acts or omissions of College, its officers, directors, employees, agents, faculty or students in the performance of its activities or College's responsibilities and privileges under this Agreement. College shall also indemnify and hold YMCA and their directors, officers, employees, and agents harmless from and

indemnify them against any and all liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which they individually or collectively incur as a result of workers' compensation claims by College instructors. The obligations of College pursuant to this paragraph shall not extend to any proportion of liability, loss, cost, expense (including reasonable attorney's fees), damage or claims which YMCA and their directors, officers, employees, or agents may incur as a result of the negligence or other intentional acts or omissions of YMCA or their officers, directors, employees or agents. For purposes of Section V of this Agreement, students, staff and faculty of the College assigned to YMCA and under this Agreement shall be deemed to be agents of the College.

VI. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors. Merritt College nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of the YMCA. Similarly, neither YMCA nor any of their agents, representatives, students or employees shall be considered agents, representatives, or employees of Merritt College. In no event shall this Agreement be construed as establishing the relationship of agent, servant, employee, partnership, joint venture, or association between the parties hereto. As independent contractors, all parties will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other parties are engaged in an independent business and the party shall have no right to direct or control in any way or to any degree the manner of other parties' performance hereunder. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other parties or create any obligation, expressed or implied, on the part of the other parties.

Each party shall be liable for its own debts, obligations, acts and omissions, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if any to be deducted from the compensation of its own employees. Nothing in this Agreement shall be interpreted as creating or establishing a relationship of employer and employee between the College and the YMCA or their respective employees or agents.

Each and every person providing services to the College under this Agreement shall, at all times, remain an employee of YMCA. The YMCA's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from College, nor shall they be entitled to overtime pay from College. The YMCA and each are solely responsible for paying all necessary State or Federal tax for themselves and their employees. Merritt College will make no State or Federal unemployment insurance or disability insurance contributions on behalf of the YMCA or and/or its agents or employees. Neither YMCA nor their employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights an employee of College may otherwise have in the event of termination of this Agreement.

Merritt College's employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the YMCA, nor shall they be entitled to overtime pay from the YMCA. Merritt College is solely responsible for paying all necessary

State or Federal tax for itself and its employees. The YMCA and will make no State or Federal unemployment insurance or disability insurance contributions on behalf of College and/or its agents or employees. Neither College nor its employees shall have any property rights to any position, or have any of the rights an employee of the YMCA or may otherwise have in the event of termination of this Agreement.

The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

VII. NON-DISCRIMINATION

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the practicum; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

VIII. GENERAL

- A. **Non-Exclusive Agreement.** This Agreement is non-exclusive and all parties expressly reserve the right to contract with other entities for the same or similar services covered by this Agreement.
- B. **Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver of any term or condition thereof granted by a party must be in writing. No such waiver shall be construed as a waiver of any other term or condition of this Agreement.
- C. **Assignment.** No party shall assign its rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other parties. Any such attempted assignment shall be null and void.
- D. **Severability.** Should any provision of this Agreement for any reason be declared by a court of competent jurisdiction to be void, unenforceable or invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared that each party would have executed the remaining portions of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.
- E. **Modifications and Amendments.** This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of all parties. College and YMCA and agree to amend this Agreement to the extent the amendment (1) is required by an applicable regulatory authority and (2) does not materially affect the provisions of this Agreement.
- F. **Integration.** This Agreement supersedes any and all other agreements, either oral or in

writing, between parties hereto with respect to the subject matter hereof and contains all covenants and agreements between the parties with respect to said subject matter, and each party to this Agreement acknowledges, that any representations, inducements, promises or acknowledgement, oral or otherwise, which have been made by any party or anyone acting on behalf of any party but which are not embodied herein, or in a later amendment which complies with paragraph VI.E, above, are not binding.

- G. Governing Law and Forum. This Agreement shall be governed in all respects by the laws of the State of California (except for the conflict of laws). Any dispute arising out of this Agreement shall be brought in a court located in the County of Alameda, in the State of California. College hereby consents to the jurisdiction of such a court solely for purposes of this Agreement.
- H. Required Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first-class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to College shall be addressed and mailed as follows:
Dr. Chriss Warren Foster 12500 Campus Drive, D-215 Oakland, CA 94619

Notice to YMCA shall be addressed and mailed as follows:
Rosaland Hyneman 2111 Martin Luther King Jr Way Berkeley, CA 94704

Ownership and Use of Health Information. The parties acknowledge that YMCA are a "covered entity," as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations regarding the privacy and security of individually identifiable health information promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "HIPAA Regulations"), and accordingly that YMCA and have certain obligations to protect the privacy and security of "protected health information" thereunder. To the extent the College students, staff and faculty have access to protected health information by virtue of their participation in the Program, the parties agree that such students, staff and faculty shall be subject to, and at all times shall abide by, all YMCA and policies and procedures governing the use and disclosure of such protected health information to the same extent that such policies and procedures apply to YMCA's and City of Oakland's employees and other staff members. Without limiting the generality of the foregoing, College hereby agrees, on behalf of itself and the students, staff and faculty assigned to YMCA and under this Agreement, that student, staff and faculty participating in the Program will access and use protected health information only as minimally necessary to provide practicum instruction to students pursuant to his or her participation in the Program. College shall obtain written agreement of each student, staff and faculty member to comply with the provisions of this paragraph VI.I. The provisions of this paragraph VI.I shall survive the termination of this Agreement.

I. Use of Names and Logos. College may not use the name, logo or corporate identity of YMCA for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit College, during the term of this Agreement, from using the YMCA or name, solely to identify YMCA or as the location of the College's Program under this Agreement to students. Further, College understands and agrees that:

(1) any use of the YMCA name requires the prior written approval of Roslynn Hyneman or their designee, and any use of the name requires the prior written approval of Roslynn Hyneman or their designee;

(2) YMCA has the right to terminate, with or without cause, any right to use the YMCA name by College upon thirty (30) days prior written notice to College, and has the right to terminate, with or without cause, any right to use the name by College upon thirty (30) days prior written notice to College.

The same extent, YMCA may not use the name, logo or identity of Peralta Community College District, Merritt College for any purpose without the prior written consent of College; provided, however, that nothing herein shall prohibit YMCA, during the term of this Agreement, from identifying College's Program at the YMCA or under this Agreement to students. Further, the YMCA understand and agree that any use of College's name requires the prior written approval of College's Vice-Chancellor of Business Services or his designee.

J. Counterparts: This Agreement may be executed **in** any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original.

THEREFORE, the parties have executed this Agreement as set forth below.

Merritt College

YMCA of the East Bay

By: {{_es_:signer2:signature}}

By: {{_es_:signer1:signature}}

Date: {{Dte1_es_:signer2:date}}

Date: {{Dte1_es_:signer1:date}}

Printed Name: {{_es_:signer2:fullname}}

Printed Name: Melanie Mueller

Title: Chancellor

Title: Executive Director

Appendix A

**ECEPTS (Early Care & Education Pathways to
Success)**

Appendix A1

**EARLY CARE & EDUCATION (ECE) ASSOCIATE
TEACHER**

(Existing RAPIDS Title: Teacher Aide 1)

O*NET-SOC Code(s): 25-9042.00 RAPIDS Code(s): 0657CB

**WORK
PROCESS
SCHEDULE AND
RELATED INSTRUCTION OUTLINE**

Appendix A1

**WORK PROCESS SCHEDULE
EARLY CARE & EDUCATION (ECE) ASSOCIATE
TEACHER**

**(Recommended RAPIDS Title: Teacher
Aide 1) O*NET-SOC CODE: 25-9042.00
RAPIDS CODE: 0657CB**

OVERVIEW

An Early Care & Education (ECE) Associate Teacher contributes to the care, development and instruction of young children (typically from birth through age 5) in an early care and education program. The ECE Associate Teacher Registered Apprenticeship provides a career pathway through which people entering the ECE field can receive on-the-job learning and related instruction primarily in the context of a group or classroom setting. Under the guidance and supervision of a qualified worker (e.g., Head Teacher) and, as appropriate, journey-level peer mentors working under supervision, apprentices are supported in on-the-job learning to gain the knowledge, skills and demonstrated mastery of the competencies listed in these Standards.

Upon completion of the ECE Associate Teacher Apprenticeship, graduates will meet the qualifications for the position of Associate Teacher in various ECE settings (e.g., child care centers, Head Start programs, state-funded preschool programs, etc.), depending on the specific requirements and expectations of the particular state, community and/or organization with which they work. Each state may have their own requirements and if any required training is not included here, it may be added to meet local employer, local apprenticeship committee (“subcommittee”) and/or regulatory needs.

The Work Processes and associated competencies are based on California Early Childhood Educator Competencies and align with similar sets of teaching standards and competencies in other states including Illinois, Massachusetts, New York, New Jersey, and Oklahoma.

Time-based

Competency-based

Hybrid

The term of the apprenticeship is approximately one (1) to one and a half years (1.5) years of On-the-Job Learning (OJL), supplemented by the minimum recommended 180 hours or more of related instruction. The term of the apprentice is based on the apprentice's demonstration of the mastery of the competencies as specified in these standards and completion of the required hours of related instruction as determined by the local partners and in consideration of local certification, regulation and law requirements.

The apprentice to journeyworker ratio is: 4 Apprentices to 1 Journeyworker. A qualified

sponsor may train up to 4 apprentices for every 1 qualified journeyworker (e.g., Head Teacher) who is overseeing the training and assessment of the apprentice. This ratio may be changed as approved by ECEPTS and the registration agency.

Apprentices shall be paid a progressively increasing schedule of wages based on either percentage or a dollar amount of the current hourly journeyworker wage rate, which is determined by the employer with ECEPTS approval within local areas. The wages will always be at least minimum wage; local, state or federal, whichever is the higher amount.

Sample Wage Schedule:	# of Competenci es	Wage
	0	\$15/hour
	1	\$15.50/ho
	0	ur

Completion of Apprenticeship: \$16.00/hour

Every applicant selected for apprenticeship will serve a probationary period of 200 hours.

ECEPTS and/or the employer will determine the selection procedures. This process will be provided to potential applicants and interested parties and will comply with 29 CFR 30.10, Standards of Apprenticeship and Requirements for Apprenticeship Sponsors Reference Guide. ECEPTS may utilize any method or combination of methods for selection of apprentices, provided that the selection method(s) used meets the following requirements:

1. The selection procedure(s) will be uniformly and consistently applied to all applicants and apprentices.
2. ECEPTS will not use any discriminatory selection procedures.

WORK PROCESS SCHEDULE
EARLY CARE & EDUCATION (ECE) ASSOCIATE TEACHER
(Existing RAPIDS Title: Teacher Aide 1)

O*NET-SOC CODE: 25-9042.00 RAPIDS
CODE: 0657CB

The employer shall see that apprentices' on-the-job learning is under the supervision of a qualified worker (e.g., Head Teacher) and shall provide necessary diversified experience and training to develop the apprentice into a skilled worker, proficient in the work processes (i.e., professional competencies) outlined herein.

The following table is built around 10 competencies and associated performance areas widely regarded as essential for early care and education professionals. Each employer/sponsor, partnership, and/or subcommittee can make changes to the Work Processes or Checklist to meet local/state needs, employer needs, scope of practice or licensing/certification requirements, and/or desire to register or co-register with a statewide registration agency.

To advance from one pay grade to the next, apprentices shall demonstrate progress toward mastery of the knowledge, skills, and abilities listed below using the following ratings:

E: Exceeds expectations (more than satisfactorily demonstrates competency)

M: Meets expectations (satisfactorily demonstrates competency)

D: Does not meet expectations (competency not yet demonstrated at acceptable level)

N: Not yet exposed (has not had ample opportunity to develop competency)

For any area marked "does not meet expectations" or "not yet exposed," the qualified worker completing the Checklist will provide comments to explain progress needed in subsequent periods to meet expectations. By the final rating period, apprentices must earn a rating of "M" or "E" for all competencies.

WORK PROCESSES (PROFESSION AL COMPETENCI ES) AND PERFORMAN CE		
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INDICATORS

I. UNDERSTANDS AND ENCOURAGES CHILD DEVELOPMENT AND LEARNING

- A. Knowledge about Child Development and Learning
 - 1. Communicates basic knowledge of developmental and current research findings as they apply to children's various developmental domains.
 - 2. Observes children in natural settings to enhance the study of child development.

- B. Facilitating Child Development and Learning
 - 1. Understands that children develop in the context of relationships and that the quality of parent-child interactions has an impact on child outcomes.
 - 2. Understands that play contributes to child development and learning in all domains,

<p>beginning at birth.</p>		
<p>II. APPRECIATES AND HONORS CULTURE, DIVERSITY AND EQUITY</p> <p>A. Respect for All Differences and Similarities</p> <ol style="list-style-type: none"> 1. Attends to the culturally diverse attributes of children and families. 2. Interacts with families in ways that encourage their involvement; acknowledges the importance of welcoming all families during visits and at drop-off and pick-up times. <p>B. Culturally Responsive Approaches</p> <ol style="list-style-type: none"> 1. Uses multiple strategies for building relationships with families. 2. Participates in staff orientation sessions that focus on respecting families through communication; develops related skills and knowledge through such sessions. <p>C. Culture and Language Development and Learning</p> <ol style="list-style-type: none"> 1. Assists with practices that reflect the cultural contexts and experiences of children. 2. Engages in linguistically and culturally inclusive practices with colleagues, children, and 	<p>cx</p>	

families.		
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<p>III. RECOGNIZES SIGNIFICANCE OF RELATIONSHIPS, INTERACTIONS AND GUIDANCE</p> <ul style="list-style-type: none"> A. Supporting Children's Emotional Development <ul style="list-style-type: none"> 1. Understands the development of empathy and its importance; has appropriate expectations for children's empathic responses and pro-social behaviors. 2. Demonstrates an understanding that children may show a variety of emotions at separation or transition times. B. Social-Emotional Climate <ul style="list-style-type: none"> 1. Demonstrates understanding that the social-emotion climate is an important component of the learning environment. 2. Examines and acknowledges one's own feelings and questions about the expression of emotions. C. Socialization and Guidance <ul style="list-style-type: none"> 1. Relies on knowledge of child development to 		
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<p>respond individually to children, considering each child's age,</p>		
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<p>temperament, language, communication skills, culture, interests, and abilities. 2. Acknowledges children's efforts, encourages positive interactions, and recognizes success to build each child's self-confidence.</p>		
<p>IV. UNDERSTANDS AND FOSTERS FAMILY AND COMMUNITY ENGAGEMENT.</p> <p>A. Communications with Families</p> <ol style="list-style-type: none"> 1. Interacts with families in a timely and professional manner to establish relationships that encourage mutual exchange of information about children. 2. Is aware of cultural considerations in conflict resolution; models developmentally appropriate and culturally relevant conflict-resolution strategies for children. <p>B. Relationships with Children and Families</p> <ol style="list-style-type: none"> 1. Attentively greets family members when they arrive and depart from program setting and uses these opportunities to exchange information about their child. 2. Recognizes that working with families promotes children's development. <p>C. Community Resources</p> <ol style="list-style-type: none"> 1. Articulates an understanding that families function in a variety of ways 		

<p>and children or families may require support from resources outside of the program.</p> <p>2. Participates in developing effective community partnerships and collaborations.</p>		
<p>V. UNDERSTANDS AND SUPPORTS DUAL-LANGUAGE DEVELOPMENT</p> <p>A. Dual-Language Program Models and Strategies</p> <ol style="list-style-type: none"> 1. Knows a variety of program models that serve young dual- language learners (DLLs). 2. Assists in offering a variety of developmentally appropriate, individually meaningful, and culturally responsive ways for young DLLs to participate in group. <p>B. Development of the Home Language and of English</p> <ol style="list-style-type: none"> 1. Demonstrates understanding that honoring each child's home language fosters positive social-emotional development and overall development and learning. 2. Carries out practices that promote literacy and language development of young DLLs. <p>C. Observation and Assessment of Young Dual-Language Learners</p> <ol style="list-style-type: none"> 1. Assists with administering literacy assessment instruments, recognizing the importance of assessing young DLLs in both the home language and in English. 2. Contributes to observation of young DLLs across a variety of settings or activities. 		

<p>D. Relationships with Families of Dual-Language Learners</p> <ol style="list-style-type: none"> 1. Demonstrates awareness of child's home language. 2. Responds to children and families in ways that acknowledge diverse linguistic and cultural experiences. 		
<p>VI. UNDERSTANDS AND UTILIZES OBSERVATION, SCREENING, ASSESSMENT AND DOCUMENTATION</p> <p>A. Observation</p>		

<p>1. Knows formal and informal observations are ongoing and part of everyday practices.</p> <p>2. Contributes ongoing observations (confidentially) to understand children's behavior.</p> <p>B. Screening and Referral</p> <p>1. Assists staff or specialists in conducting screenings, as appropriate.</p> <p>2. Is familiar with community resources to support children and families.</p> <p>C. Assessment</p> <p>1. Is familiar with valid and reliable assessment instruments for early care and learning settings and knows how to use them.</p> <p>2. Understands that maintaining confidentiality for children and families is critical to the assessment process.</p> <p>D. Documentation</p> <p>1. Assists in gathering artifacts and other materials for use in documentation.</p> <p>2. Is familiar with the different types of documentation processes commonly used in early education settings, including anecdotal records, work samples, video clips, photographs and dictations.</p> <p>E. Interpretation, Planning and Implementation</p> <p>1. Engages in discussions about the meanings of observations, screening, documentation and assessment data to support children's learning and development in early education settings.</p> <p>2. Contributes ideas for meeting children's learning and developmental goals based on information learned through observation and documentation.</p>		
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VII. RECOGNIZES SPECIAL NEEDS AND FOSTERS INCLUSION

A. Philosophy, Policies and Practices

1. Follows program policies designed to create a sense of belonging and to support full participation of children and adults with disabilities or other special needs.

2. Uses People First language by referring to child first, not disability or special need.

B. Developmentally and Individually Appropriate Practice

1. Follows guidance to support all children's active participation in learning opportunities through use of easily adaptable materials, strategies and techniques.

2. Responds to children's questions about their own or other's disabilities or special needs or refers questions to appropriate staff.

C. Collaboration with Families and Service Providers

1. Understands that families need support, sensitivity and respect.

2. Listens to and implements recommendations from service providers; contributes ideas as a team member.

D. Environment Access and adaptive Equipment

1. Assists with making environmental modifications as needed to support children and adults with disabilities or other special needs in immediate context of the group.

2. Follows guidelines to ensure the safe and effective use of adaptive equipment.

VIII. CREATES LEARNING ENVIRONMENTS; PLANS AND IMPLEMENTS CURRICULUM

- A. Curriculum and Curriculum Planning
 - 1. Responds to children's interests by selecting materials, expanding on their ideas, or planning activities and experiences, engaging children in planning as developmentally appropriate.
 - 2. Arranges or uses indoor and outdoor materials and space in accordance with the curriculum-planning process.
- B. Environments, Schedules and Routines
 - 1. Identifies ways in which the environment might be modified to meet interests and needs of the children
 - 2. Describes the value and sequence of various elements in the daily schedule such as transitions, play, small group time and time outdoors.
- C. Strategies to Support Learning and Development
 - 1. Articulates the differences between child-initiated and adult-facilitated activities and interactions.
 - 2. Demonstrates understanding that infant, toddler and preschooler learning and development, can be described in terms of social-emotional, cognitive, language, motor and perceptual domains, and that children learn and develop in an integrated way across domains.

IX. ENSURES HEALTH, SAFETY AND GOOD NUTRITION

A. Environmental Health and Safety

1. Learns and complies with policies and practices addressing indoor and outdoor environmental health and safety for children and staff including the use of universal precautions as needed.

2. Demonstrates an understanding of one's own role in providing adequate supervision of children that supports safe, fun and challenging play that excludes unauthorized visitors.

B. Emergency Preparedness

1. Follows directions, models appropriate behavior, and assists children, as developmentally appropriate, during an emergency or drill.

2. Learns about and uses first aid and CPR skills, as needed.

C. Nutrition

1. Helps to create a positive climate during meals.

2. Follows principles of healthful food choices and habits, including developmental and individual feeding schedules, appropriate portion sizes, selection of fresh foods for children and staff.

D. Response to Health Requirements

1. Recognizes and responds to signs of illness or injury in children and/or alerts other staff as appropriate.

2. Is familiar with community resources to support the health of children and families.

E. Child and Family Health

1. Identifies signs of child abuse or neglect; reports concerns about child abuse or neglect to appropriate staff;

<p>understand and adheres to role of mandated reporter; demonstrates understanding of trauma-informed practices.</p> <p>2. Promotes child health by ensuring that children get outdoors for physical activity, feel connected with nature, and follow their own curiosity and interests during outdoor, child-initiated peer play.</p>		
<p>X. DEVELOPS AND DEMONSTRATES PROFESSIONALISM</p> <p>A. Professional Development</p> <p>1. Practices self-assessment and participates in reflective dialogue to challenge one's own knowledge base.</p> <p>2. Seeks to support and strengthen practice by identifying role models and mentors who demonstrate key attributes of an ECE professional.</p> <p>B. Professional Conduct and Behaviors</p> <p>1. Arrives at work on time each day and is prepared to engage with children, families, staff and colleagues in a professional manner.</p> <p>2. Understands and contributes to the elements of a quality work environment.</p> <p>C. Competence in a Specialized Body of Knowledge</p> <p>1. Helps to support development and learning in all domains for each child in the group or classroom.</p> <p>2. Actively participates in aligning the program's shared philosophy with associated goals and objectives.</p> <p>D. Pedagogy</p> <p>1. Is aware of one's own view of early care and education and the issues facing the profession.</p> <p>2. Demonstrates a commitment to lifelong learning by participating in opportunities to develop pedagogical knowledge and skills.</p> <p>E. Occupational Health and Safety</p> <p>1. Understands and incorporates ways to identify and ameliorate stress,</p>		

<p>including its impact on the job and one's own emotional health.</p> <p>2. Understands proper safety procedures including safe lifting.</p>		
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**EARLY CARE & EDUCATION (ECE) ASSOCIATE
TEACHER**

(Existing RAPIDS Title: Teacher's Aide 1)

**O*NET-SOC CODE: 25-9042.00 RAPIDS CODE:
0657CB**

Courses listed here can be completed before or during the apprenticeship. It is recognized that content outlined below may be delivered through different courses provided by different educational institutions and training providers, as determined and approved by the sponsor and employer, and to follow the local regulations. The Related Instruction supplements on-the-job

learning hours and includes courses focused on foundational knowledge, skills and abilities expected of apprenticeship graduates.

The sponsor and employer may modify Supplemental Instruction to meet local needs or requirements, scope of practice or licensing/certification requirements, and/or desire to register and/or co-register with a local/statewide registration agency.

To satisfy the Related Instruction requirement, apprentices must complete a minimum of 12 semester units (or the equivalent) in Early Childhood Education/Child Development. Note that each of the 12 semester units are on average 15 hours per unit and total a minimum of 180 instructional hours. Related Instruction must include the following core areas with an additional emphasis on infant/toddler care and development. If there are additional local requirements, they can be added.

Core Area 1: Child / Human Growth & Development

Core Area 2: Child-Family-Community / Child-Family Relations

Core Area 3: Programs / Curriculum

The following are sample courses in each of the three core areas. It is recognized that the content outlined in the course descriptions may be delivered through different courses provided by different educational institutions and training providers, as determined and approved by the sponsor and employer. To the extent possible, courses should be degree applicable and transferable for apprentices who eventually want to earn an AA or BA degree.

CORE AREA 1: CHILD / HUMAN GROWTH & DEVELOPMENT

(3-6 semester units; 45-90 instructional hours)

Sample Course: Child Growth & Development

Course Description: Apprentices examine major physical, psychosocial and cognitive language developmental milestones for children, both typical and atypical, from conception through adolescence. Emphasis on interactions between maturational processes and environmental factors. While studying developmental theory and investigative research methodologies, apprentices will observe children, evaluate individual differences and analyze characteristics of development at various stages.

CORE AREA 2: CHILD-FAMILY-COMMUNITY /

CHILD-FAMILY RELATIONS

(3-6 semester units; 45-90 instructional hours)

Sample Course: Child, Family and Community

Course Description: Examine the developing child in a societal context focusing on the inter-relationship of the family, school and community, and emphasizing historical and socio-cultural factors. Processes of socialization and identity development are highlighted, showing the importance of respectful, reciprocal relationships that support and empower families. Topics covered include social influences on parenting styles, communication, child-rearing and the relationships between the child, family and school.

CORE AREA 3: PROGRAMS / CURRICULUM

(3-6 semester units; 45-90 instructional hours)

Sample Course: Curriculum and Environments for Infants and Toddlers

Course Description: Introduction to organizing and developing activities for children aged 0-3 years. Focus on practical learning experiences in areas such as arts and crafts, imaginative play, music and movement, learning games. Includes culturally appropriate activities, meeting needs of young dual-language learners, and adapting environments and programs to meet needs of children with disabilities or special needs.

Sample Course: Play-Based Curriculum

Course Description: Principles and practices of play-based curriculum. The role of the teacher in facilitating children's learning through play-based activities. Use of observation and assessment in planning curriculum. Includes culturally appropriate activities, meeting needs of young dual-language learners, and adapting environments and programs to meet needs of children with disabilities or special needs.

Sample Course: Principles and Practices of Teaching Young Children

Course Description: Historical context and theoretical perspectives of developmentally appropriate practice in early care and education. Examines the role of the early childhood educator, identification of best practices for environmental design, curriculum, and teaching strategies. Explores teacher child relationships, professional ethics, career pathways and professional standards.

Appendix B

Reimbursable Amounts for: Program Year: 2023-2024	YMCA Cohort of 18
Textbooks	\$14,706.00
Laptops, software, peripherals, school supplies	\$30,000.00
SUB-TOTAL	\$44,706.00
Mentor Coach (\$27K previously requested for mentor stipends + \$5,400 previously requested for center director stipend)	
Lead Teacher/Journeyman Stipend (\$1,500 per apprentice)	\$27,000.00
Center Director Stipend to support Mentor Teachers and Program (\$300 per apprentice)	\$5,400.00
Non-credit bearing training (CPR, soft skills, technology) + Livescan, permit fees, (\$500 per apprentice)	\$11,000.00
SUB-TOTAL	\$43,400.00
Mentor Teacher Consultant *Yolanda G.	\$20,000.00
Mental Health Consultant *Dr. Anita S.	\$15,000.00
Success Coordinator (including benefits)	\$91,000.00
Tutoring at Employer sites (\$42 per hour including benefits. Total hours will be 6 hours per week for 42 weeks)	\$10,584.00
Each employer will receive \$2,250 for costs associated with travel pertaining to apprenticeship training, meetings, and conferences for the MCEAP coordinator and any other necessary staff	\$2,250.00
Each employer partner will receive \$30,000 to support the coordination of the program at their site. The coordination consists of work with ECEPTS, the MCEAP Coordinator, the success coordinator, and the coordination of training and purchasing supplies and services for apprentices	\$30,000.00
SUB-TOTAL	\$168,834.00
TOTAL	\$256,940.00