

QUALITY START OC
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS)
PARTICIPATION AGREEMENT

This Agreement (Agreement) is made among the Orange County Superintendent of Schools, also referred to as the Orange County Department of Education (OCDE), City of La Habra (Agency) and Early Quality Systems, Inc. DBA Hubbe Inc. (EQS); hereinafter, collectively referred to as “the Parties”.

RECITALS

- A. OCDE operates and maintains a Quality Ratings and Implementation System (QRIS) program within Orange County, referred to as Quality Start OC. Under the Child Care and Development Services Act, QRIS is a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to reach higher levels of quality, monitors and evaluates the impacts on child outcomes and disseminates information to parents and the public about program quality. (Education Code section 8203.1)
- B. Agency operates and maintains preschool programs/sites and has voluntarily agreed to participate in Quality Start OC. Participating preschool sites of the Agency (Participating Sites) are listed in Exhibit A, which is incorporated into, and made part of, this Agreement.
- C. OCDE and the Children and Families Commission of Orange County (Commission) jointly applied for and were awarded Quality Counts California (QCC) Local Consortia and Partnership Grants, which included the following:
 - 1. First 5 CA IMPACT (Improve and Maximize Programs so All Children Thrive) 2020;
 - 2. CDE Quality Counts California Block Grant (QCC Block Grant); and
 - 3. CDE California State Preschool Program (CSPP) Quality Rating and Improvement System Block Grant (CSPP Block Grant).
- D. EQS owns and operates the Early Childhood Integrated Data System (ECIDS) called the QRIS Hubbe. EQS provides OCDE and the Agency with access to and use of iPinwheel-Hubbe-Hubbe, a browser-based web application with a centralized database that tracks, measures, stores, and reports the data needed to implement a successful Tiered Quality Rating and Improvement Assessment (TQRIS) to help improve the quality of early childhood education programs pursuant Agreement No. 10000510, which is incorporated into, and made part of, this Agreement as Exhibit B.
- E. The purpose of this Agreement is to facilitate the collaboration, access and service between the Parties to implement the Orange County QRIS program and satisfy grant requirements.

TERMS AND CONDITIONS

1. **Effective Date:** This Agreement shall become effective upon proper execution of the Parties. The effective date shall be the date upon which the last signature was affixed (Effective Date).
2. **Term:** The term of this Agreement shall begin on July 1, 2021, and end no later than June 30, 2022 (Term).
3. **Quality Counts California (QCC) Local Consortia and Partnership Grants:**
 - a. For purposes of this Agreement, the CDE QCC and CSPP Block Grants and the IMPACT grant requires participants to:
 1. Track information responsive to data fields required by the Quality Counts California (QCC) Common Data File, which is incorporated into, and made part of, this Agreement as Exhibit C.
 2. Submit a completed annual Common Data File for QRIS participants to CDE and First 5 CA.
 3. Provide professional development and technical assistance to support all elements of the QRIS Rating Matrix and Pathways and Quality Improvement Plan (QIP) development.
 - b. Additionally, for each Participating Site funded by the CSPP Block Grant (CSPP Site) and identified in Exhibit A, the CSPP Block Grant requires participants to:
 1. Collect information to rate the seven elements of the California QRIS Rating Matrix which is defined in the QCC Implementation Guide with Quality Start OC Local Decisions (QCC Implementation Guide), which is incorporated into, and made part of, this Agreement as Exhibit D.
 2. Issue and publish site QRIS site rating.
4. **Quality Start OC:** In order to satisfy grant requirements through the Quality Start OC program, OCDE and EQS will need to access and share certain information provided by Agency through iPinwheel-Hubbe and the California Workforce Registry (Workforce Registry).
5. **Data Privacy:**
 - a. Agency is required to use iPinwheel-Hubbe to input certain data regarding children in Agency's care, which may include Covered Information. "Covered Information" includes personally identifiable information and pupil data protected under FERPA 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education

Code sections 49060-49085. Covered Information does not include de-identified information (information that cannot be used to identify an individual pupil) used to: (1) Evaluate services and supports provided through participation in Quality Start OC or (2) for the development and improvement of educational sites, services, or applications.

- b. The Parties jointly ensure compliance with the California Education Code, the Children’s Online Privacy and Protection Act (COPPA), and the Family Educational Rights and Privacy Act (FERPA).

6. Duties of OCDE:

a. Early Learning Services Training and Support:

1. OCDE will provide Agency with information regarding the scope and purpose of QRIS, detailed description of the QRIS Matrix Elements and Tiers, and criteria for a QRIS site rating.
2. OCDE will provide a copy of the QCC Implementation Guide to Agency and EQS. Updated versions of the Implementation Guide will be made available in the resources section of iPinwheel-Hubbe.
3. OCDE will offer Agency no-cost professional development and trainings to meet QRIS Matrix requirements and/or to support advancement of knowledge and skills and competencies to support young children and their families.
4. OCDE will provide limited technical assistance and/or coaching to support Agency’s programs in improving site scores on the QRIS Rating Matrix and/or to support advancement of knowledge and skills and competencies to support young children and their families.
5. OCDE will provide Agency with training and telephone support on how to access and operate iPinwheel-Hubbe application.
6. OCDE will provide Agency with external and reliable Classroom Assessment Scoring System (CLASS) assessments and Environmental Rating Scales (ERS) assessments needed for site rating to be conducted in compliance with the assessment protocols defined in the QCC Implementation Guide.

b. For CSPP Sites identified in Exhibit A:

1. OCDE will conduct QRIS assessments and site ratings in compliance with the CA QRIS QCC Implementation Guide. OCDE will modify rating and assessment practices as needed to remain in compliance.

2. Utilize ERS and CLASS scores and program-provided data in iPinwheel-Hubbe database to establish a site rating in accordance with the QCC Implementation Guide.
 3. Provide program participants with a QRIS site rating report. QRIS site ratings will be published by OCDE on the www.Quality Startoc.com website, and shared with the California Department of Education and Children's Home Society of California, the Resource and Referral agency for Orange County.
- c. Provide Agency with a Quality Start OC emblem to display at their site, certificate of participation, and sample QRIS information for families in order to further advertise their participation and/or assigned rating.
 - d. OCDE will prioritize preschool programs serving at-risk children in Orange County for participation in Quality Start OC.
 - e. OCDE access to Covered Information: Pursuant to Section 99.31(a)(3) and 99.35 of Title 34 of the Code of Federal Regulations, OCDE will access Agency's Covered Information only for authorized purposes as outlined in this Agreement.

7. Duties of EQS:

- a. EQS will host, maintain, and fully secure web-based QRIS data collection and program management system known as iPinwheel-Hubbe for use by the Parties.
- b. EQS will track all information collected or obtained from the Agency that is needed for assigning a QRIS Rating.
- c. EQS will protect Covered Information pursuant to its "Technology Services Agreement for California Assembly Bill 1584 Compliance," which is incorporated into, and made part of, this Agreement as Exhibit E.

8. Duties of Agency:

- a. Agency will upload to the iPinwheel-Hubbe database current and valid site, agency, staff, and child information that is necessary for QRIS rating or the Common Data File as described in Exhibit C.
- b. Workforce Registry data will be the sole source of information to calculate staff and director qualifications for the QRIS rating and evaluation.
 1. It is the responsibility of the Agency to ensure required personnel create and maintain Workforce Registry files.
 2. All requested information must be complete, valid and up to date prior to December 31, 2021 in order to be used for calculating the site rating for any sites rated in the 2021-2022 school year.

- c. Workforce Registry records will be accessed by OCDE and used to calculate staff qualifications for QRIS rating purposes in accordance with the California Early Care and Education Workforce Registry’s privacy policy described in Exhibit F.
- d. Agency will allow assessors assigned by OCDE access to CSPP Sites in order to conduct Environmental Rating Scales (ERS) and Classroom Assessment Scoring System (CLASS) assessments for QRIS rating purposes.
- e. Agency will allow assessors assigned by OCDE access to randomly selected student files as determined by OCDE or to a complete centralized tracking system or database for review of child assessments and screenings or other alternatives for QRIS rating purposes.
- f. Agency will obtain parental consent on “Authorization for Use or Disclosure of Child Information To and From Preschool Agencies,” form, a copy of the authorization form is incorporated into, and made part of, this Agreement as Exhibit G. Agency will notify OCDE through iPinwheel-Hubbe regarding whether parental consent was granted.
- g. Agency will ensure the completion of an annual Continuous Quality Improvement Plan (CQIP) in iPinwheel-Hubbe for Agency’s early learning program and site.
- h. Agency will notify OCDE immediately if they receive notice from the California Community Care Licensing that the Agency is no longer in good standing. In accordance with the QCC Implementation Guide, Agencies that are no longer in good standing are ineligible for QRIS participation.
- i. Agency understands that at the termination of this Agreement, Agency is not obligated to continue utilizing iPinwheel-Hubbe or EQS services. Should Agency continue to utilize iPinwheel-Hubbe, Agency will be responsible for all costs following termination of this Agreement.
- j. Should Agency withdraw from the Quality Start OC Program, Agency agrees to cease to advertise or reference the site as a Quality Start OC Program participant. Withdrawal from the Quality Start OC Program will terminate and/or end all coaching, technical assistance and eligibility for scholarships, incentives, or other offerings available through the Quality Start OC Program.
- k. **If the Agreement is not signed and returned to OCDE by March 18, 2022, Agency will not be eligible to receive an assessment, rating or incentive for the 2021-2022 year.**

9. CSPP Tier Awards and Incentive Stipends:

- a. Agency will be eligible for CSPP Tier Award and/or Incentive Stipend AFTER all required Common Data File data and your Agency quality improvement plan have been entered into the iPinwheel-Hubbe database. CSPP Tier Award and/or Incentive Stipend will be made available in accordance with the Participating Site Funds Allocation Table in Exhibit A.
- b. The CSPP Block Grant provides funding for local CSPP block grants and incentive stipends as follows:
 - 1. Participating CSPP Sites with a QRIS rating of 4 or 5 stars will receive \$9,000 per site as their Local Block Grant, as shown in the Participating Site Funds Table in Exhibit A.
 - 2. Participating CSPP Sites that are not yet rated, or that have a QRIS rating of 1-3 stars will receive a quality improvement Incentive Stipend of \$9,000 per site, as shown in the Participating Site Funds Allocation Table in Exhibit A.
 - 3. CSPP Local Block Grants and Quality Improvement Participation Stipends will be awarded to Agency upon execution of this agreement.
- c. The Maximum Payment Obligation of OCDE to Agency under this Agreement for CSPP Tier Award and/or Incentive Stipend is Twenty-seven thousand dollars (\$27,000.00) as set by the stipend configuration in Exhibit A.

10. **Copyright:** OCDE will retain sole copyright ownership of all educational curriculum and professional development materials developed for the Quality Start OC and Quality Start OC projects.

11. **Miscellaneous:**

- a. Entire Agreement: The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement modifying, amending or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.
- b. Authority: Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.

- c. Governing Law: This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the State of California, United States of America, without giving effect to principles regarding conflicts of laws.
- d. Indemnity and Hold Harmless: Agency and EQS agree to defend, indemnify, and hold OCDE, and their respective officers, employees, and agents harmless from any claims, demands or liabilities of any kind or nature, including but not limited to personal injury and property damage arising from or related to this Agreement, except for OCDE's negligent performance pursuant to this Agreement.
- e. Force Majeure: Parties shall not be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- f. Discrimination: With respect to all issues or services associated with this Agreement, the Parties and their directors, officers, employees, agents, volunteers and guests shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity.
- g. Notices. Any notice under this Agreement shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.

If to EQS, to: Early Quality Systems, Inc. DBA Hubbe, Inc.
 11956 Bernardo Plaza Drive, Suite 406
 San Diego, CA 92128
 Attn: _____

If to OCDE, to: Orange County Superintendent of Schools
 200 Kalmus Drive
 Costa Mesa, CA 92626
 Attn: Patricia McCaughey, Administrator

If to Agency, to: City of La Habra
 110 East La Habra Boulevard
 La Habra, California 90633
 Attn: _____

- h. Headings: The headings to the sections hereof are for convenience only and have no legal effect.
- i. Severability: If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, or Exhibits unenforceable or invalid but rather the Agreement, or Exhibits, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- j. Counterparts: This Agreement may be executed in one counterpart, each of which shall be deemed an original, both of which shall constitute the same agreement.
- k. Review. The Parties acknowledge that each has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, the Parties expressly waive any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agrees and affirms that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

By: 

Print Name: Patricia McCaughey

Title: Administrator

Date: February 25, 2022

CITY OF LA HABRA

By: _____

Print Name: _____

Title: _____

Date: _____

EARLY QUALITY SERVICES, INC. DBA HUBBE, INC.

By: 

Print Name: Claire Marie Crandall

Title: Director of Operations

Date: February 24, 2022

City of La Habra (10000622)QRIS-Agency
Zip16

EXHIBIT "A"

Participating Preschool Sites

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Exhibit A
City of La Habra Child Development

Site Name	Fee-Based Center	CSPP Center Rated Tiers 4-5	CSPP Center Unrated or Rated Tiers 1-3	Incentive Stipend	CSPP Block Grant Funds
Main		x		\$ -	\$ 9,000.00
CDC		x		\$ -	\$ 9,000.00
Whittier Pre		x		\$ -	\$ 9,000.00
Total				\$ -	\$ 27,000.00

Maximum Payment Obligation \$ 27,000.00

EXHIBIT “B”

Early Quality Systems Agreement

+
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 Kalmus Drive
Costa Mesa, CA 92626

This Agreement is entered into July 1, 2021 by and between Orange County Superintendent of Schools, hereinafter referred to as the "SUPERINTENDENT", and Early Quality Systems Inc. (DBA Hubbe Inc.), hereinafter referred to as the "CONSULTANT";

INTRODUCTION

Early Quality Systems Inc. owns and operates the Early Childhood Integrated Data System (ECIDS) called *iPinwheel-Hubbe*. The *Quality Rating and Improvement System* component of the Early Childhood Integrated Data System is called *The QRIS Hubbe*. The *QRIS Hubbe* is a browser-based web application with a centralized database that tracks, measures, stores, and reports the data needed to implement and manage a successful large-scale QRIS to improve the quality of early childhood education. *QRIS Hubbe California* has been specifically designed to support agencies to successfully administer their *Quality Counts California* State –funded QRIS program and report the outcomes to the California Department of Education and to First 5 California, the program funder. The system can also be used to manage successfully manage and report on the state-funded *Workforce Pathways Grant*.

The *QRIS Hubbe California* system provides an easy-to-use graphical user interface (GUI) available via browsers on popular computing platforms such as PCs, iPads, and Mobile devices. The system can be securely accessed anytime anywhere via the Internet using the internet browser Google Chrome. Having a browser-based solution that is a Server-Side Application, rather than a Client-Side Application, means that the application is delivered from the server to the browser, and does not reside as an application on each individual computer. In this manner, no special client software or installations are required. When *QRIS Hubbe California* is updated at the server, it is immediately available to all users.

AGREEMENTS

1. **Term:** The term of this agreement shall be from July 1, 2021 through June 30, 2022.
2. **Scope of Services:** CONSULTANT will support the Orange County Office of Education in achieving its goals for the implementation of a secure, web-based QRIS Program Management and Preschool Student Information Data Assessment that include, but not limited to, the following:
 - Manage the implementation of the California State Preschool Program (CSPP) QRIS Block Grant, Infant-Toddler Block Grant and Migrant Block Grant Programs in Orange County and the First 5 California QCC/ IMPACT Program.
 - Utilize a data Assessment to automate the rating of preschool sites utilizing the California Department of Education's QCC Quality Continuum Framework Matrix.
 - Manage the distribution of CSPP Block Grant site/session-level funding to preschool sites based upon each site's tier rating.
 - Maintain a preschool workforce registry inclusive of tracking college degree and Early Childhood Education Units and Permits as well as professional development activities,

quality improvement plan and workforce stipend information for site directors, lead teachers and other preschool classroom staff.

- Manage the workload and track the data for classroom, site and agency quality improvement coaching and technical assistance activities.
- Manage the workload and track the data for classroom external assessments using the CLASS, ERS, and Health and Safety Checks.
- Track California Community Care Licensing information by site.
- Collect child and family demographic and child assessment, development screening and referral data required by the California Department of Education for CSPP Programs subcontracted by RCOE to implement a state-funded preschool program.

3. Project Deliverables

Deliverable	Description
<p>Hosting of a QRIS Program Management and Student Information Web-Based Data System</p>	<p>Early Quality Systems will host a secure and fully managed iteration of <i>iPinwheel-Hubbe</i> for Orange County: Orange.iPinwheel.org.</p>
<p>Training and Technical Assistance</p>	<p>Early Quality Systems will provide training and technical assistance on the use of the <i>iPinwheel-Hubbe</i> QRIS Data System, differentiated by role.</p> <p>County to identify any of the following <i>iPinwheel-Hubbe</i> trainings needs via ZOOM:</p> <ul style="list-style-type: none"> • <i>iPinwheel-Hubbe</i> Basic Training • Data Management using imports/exports and synchronizations • Custom Fields and County Preferences • Data Management and Reporting Using System Grids/Filters/Columns/Exports • Common Data File Management • QRIS and ECE Staff Management • Surveys • ERS and CLASS Management and Assessor • Site Rating Management • Stipend Management • Professional Development • Professional Growth Plans

	<ul style="list-style-type: none"> • Coach and Coach Supervisor Overview • Quality Improvement Plans • Coach Logs • Instructional Coaching Cycles • Community Care Licensing • <i>QRIS</i> Train-the-Trainer
<p>Materials and Resources</p>	<ul style="list-style-type: none"> • <i>iPinwheel-Hubbe</i> training guides and video instructions for all data system features. • Monthly Release Notes and Web-Based trainings for new/enhanced system features when applicable. • Regularly scheduled on-line training opportunities for all system features. • Technical assistance and support services when requested via support@hubbeinc.com.

4. Project Management Plan

A first draft project management plan including key project dates is outlined below. This plan is based upon CONSULTANT’S experience hosting and maintaining the *iPinwheel-Hubbe* data system.

Project Management Plan

Description	Start Date	End Date	Duration
Execute contract renewal between Orange County and Early Quality Systems	On or before July 1, 2021		
Maintain Secure FERPA-Compliant Data System	July 1, 2021	June 30, 2022	1 Year
Provide Training and Support Services as Needed	July 1, 2021	June 30, 2022	1 Year

5. Compensation: For and in consideration of the services rendered, the SUPERINTENDENT agrees to pay the CONSULTANT as follows:

Pricing

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Software As-A-Service Cost	Price
<p>The Annual Cost for Hosting and Managing the County iteration of <i>iPinwheel-Hubbe</i> is paid for by the QCC Regional HUB Administrator, <i>First 5 Riverside County</i>, on behalf of all participating counties in the region.</p> <p>All county/consortia staff and participating preschool agency users/accounts are included in the fee.</p>	<p>No Charge:</p> <p>License Fees Paid by Region 9 QCC Hub on behalf Counties</p>
Fees Associated with Proprietary Systems	
<p>The fee the Teachstone organization charges for the use of their proprietary assessment scores (CLASSPreK/CLASSToddler/CLASSInfant scores/sequence of scores) housed inside the <i>iPinwheel-Hubbe</i> Data System is \$7.00 per CLASS Assessment/score sheet that was completed and approved during the program year. EQS will pay these fees on behalf of the County throughout the year. A CLASS Usage Report and invoice will be provided to the County before fees are paid to ensure clear communications and to make any necessary adjustments regarding data quality. <i>iPinwheel-Hubbe</i> will invoice the final invoice to the county in June for the total amount of the Teachstone fees.</p>	<p>No Charge:</p> <p>License Fees Paid by Region 9 QCC Hub on behalf Counties</p>
<p>The fee the Teacher’s College Press organization charges for the use of their proprietary assessment scores/sequence of scores (ECERS/FCCERS/ITERS) inside the <i>iPinwheel-Hubbe</i> Data System is \$17.52 per ERS Assessment that is created and approved during the program year. EQS will pay these fees on behalf of the County. An ERS Usage Report will be provided to the county before fees are paid to ensure clear communications and to make any necessary adjustments regarding data quality. <i>iPinwheel-Hubbe</i> will provide a final invoice to the County in June for the total amount of the Teacher’s College Press fees.</p>	<p>No Charge:</p> <p>License Fees Paid by Region 9 QCC Hub on behalf Counties</p>

6. **Data Privacy Compliance.** California local educational agencies, such as SUEPRINTENDENT, and technology service providers, such as CONSULTANT, are required by federal and state laws to protect certain data, including by not limited to financial, health, and educational records. CONSULTANT’S services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including by not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (“SOPIPA”), the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”), and the Children’s Internet Protection Act (“CIPA”).

Attachment A, Technology Services Agreement, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and the CONSULTANT will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the ORANGE QRIS.

7. **Invoices:** The CONSULTANT shall submit invoices to the Regional HUB Administrator.
8. In the event the CONSULTANT receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by the SUPERINTENDENT, the CONSULTANT shall promptly refund the disallowed amount to the SUPERINTENDENT on request, or at its option, the SUPERINTENDENT may offset the amount disallowed from any payment due to the CONSULTANT under any contract with the SUPERINTENDENT.
9. It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the SUPERINTENDENT relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance by the SUPERINTENDENT of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. The CONSULTANT further agrees to assign a proper staff member or members to render the services, and such staff member(s) shall hold the proper credentials authorizing such services.
10. **INDEPENDENT CONTRACTOR:** It is agreed that the CONSULTANT or any employee or agent of the CONSULTANT is acting as an independent CONTRACTOR and not as an agent or employee of the said SUPERINTENDENT. Personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of Service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of SUPERINTENDENT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results It is agreed that the SUPERINTENDENT will not withhold any Federal or State income tax from payment made pursuant to this contract, but will provide the CONSULTANT with a statement of earnings at the end of each calendar year.
11. **SUBCONTRACT:** No contract shall be made by the CONSULTANT with any party for furnishing any of the work or services herein contained without the prior written approval of the SUPERINTENDENT, but this provision shall not require the approval of contracts of employment between the CONSULTANT and personnel assigned for services there under, or for parties named in the proposal and agreed to under any resulting contract
12. **NON-DISCRIMINATION:** CONSULTANT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.).

13. **INSURANCE:** CONSULTANT shall maintain in force at all times during the performance of this Agreement, the following insurance policies evidencing coverage during the entire term of the Agreement. All insurance policies shall name and be endorsed to name, the Orange County Superintendent of Schools as additional insured for the purpose of this contract.
- a. Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000.00) for each occurrence for bodily injury, death, loss or property damage for services, products and any and all other activities undertaken by the CONTRACTOR in the performance of this Agreement. The Commercial General Liability Insurance policy shall contain an endorsement naming the SUPERINTENDENT, Orange County Office of Education, Board of Education, its officers, agents, and employees as an additional insured.
 - b. Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) for each occurrence.
 - c. Workers' Compensation Insurance for the CONTRACTOR's employees or agents as required by the State of California.
14. **TERMINATION:** SUPERINTENDENT may terminate this Agreement without cause upon 30 days written notice served upon the CONSULTANT stating the extent and effective date of termination:
- a. SUPERINTENDENT may terminate this agreement for CONSULTANT's default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the SUPERINTENDENT may proceed with the work in any manner deemed proper to SUPERINTENDENT. SUPERINTENDENT may also:
 - 1) Afford the CONSULTANT a time period within which to cure the breach, the period of which shall be established at the sole discretion of the SUPERINTENDENT; and/or
 - 2) Discontinue reimbursement to the CONSULTANT for, and during the period in which the CONSULTANT is in breach, the reimbursement of which the CONSULTANT shall not be entitled to recover later; and/or
 - 3) Withhold funds pending a cure of the breach; and/or
 - 4) Offset against any monies billed by the CONSULTANT but yet unpaid by the SUPERINTENDENT. The SUPERINTENDENT shall give the CONSULTANT notice of any action pursuant to this paragraph, the notice of which shall be effective when received
 - b. Whenever for any reason the SUPERINTENDENT determines that termination is in his best interest, SUPERINTENDENT shall provide written notice of termination to CONSULTANT stating whether the termination is in whole or in part. This agreement shall then terminate as stated upon CONSULTANT's receipt of such notice. After receipt of the Notice of Termination, CONSULTANT shall stop all work under this Agreement on the date specified in the Notice of Termination. SUPERINTENDENT shall make payment for all services performed in accordance with this Agreement to the date of termination, according to the rates set forth in section 4 herein.
15. **WAIVER OF DEFAULT:** Any waiver by SUPERINTENDENT of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of SUPERINTENDENT to require exact, full and complete compliance with any terms of this agreement shall not be

construed as in any manner changing the terms hereof, or stopping SUPERINTENDENT from enforcement hereof.

16. **FORCE MAJEURE:**
 - a. In the event CONSULTANT is unable to comply with any provision of this agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to SUPERINTENDENT for such failure to comply.
 - b. In the event SUPERINTENDENT is unable to comply with any provision of this agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to CONSULTANT for such failure to comply.
17. **INDEMNIFICATION:** The CONSULTANT shall save, defend, hold harmless and indemnify the SUPERINTENDENT, Orange County Office of Education, Board of Education, its officers, agents, and employees against any and all liability, claims, damages, judgments, expenses, including litigation costs, attorneys' fees, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent, reckless, willful acts or omissions of the CONSULTANT, its agents or representatives. All duties of CONSULTANT under this section shall survive termination of this Agreement.
18. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of the SUPERINTENDENT. Any assignment or purported assignment of this Agreement by CONSULTANT without prior written consent of SUPERINTENDENT will be deemed void and of no force or effect.
19. **LICENSES/PERMITS:** The CONSULTANT and all of the CONSULTANT's employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
20. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.
21. **AMENDMENT:** This agreement may only be amended in writing by the mutual consent of the parties hereto, except that the SUPERINTENDENT may amend the contract to accomplish the below-listed changes:
 - a. Increases in dollar amounts.
 - b. Administrative changes that do not affect the contractual rights of the parties.
 - c. Changes as required by law.

22. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

SUPERINTENDENT:
Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California
Attn: Patricia McCaughey

CONSULTANT:
Early Quality Systems - DBA Hubbe Inc.
11956 Bernardo Plaza Drive, Suite 406
San Diego, CA 92128

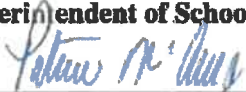
23. DISPUTE: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by the SUPERINTENDENT which shall furnish the decision in writing. The decision of the SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONSULTANT shall proceed diligently with the performance of the Agreement pending the SUPERINTENDENT's decision.

24. GOVERNING LAW; JURISDICTION; VENUE; SEVERABILITY: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Orange, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

25. ENTIRE AGREEMENT: This Agreement, including any Exhibits or documents incorporated herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**Orange County
Superintendent of Schools**

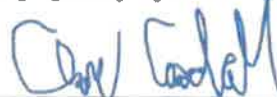


Authorized Signature

Patricia McCaughey, Administrator
Printed Name and Title

Date January 18, 2022

Early Quality Systems – DBA Hubbe Inc.



CONSULTANT

Claire Crandall, Director of Operations
Printed Name and Title

Date 1-18-22

Phone Number 760-644-4922

Claire@iPinwheel.com Claire@Hubbeinc.com
E-Mail Address

**ATTACHMENT A
TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the [Insert Name Here] ("Superintendent") and *Hubbe Inc.* ("Consultant") on July 1, 2021 ("Effective Date").

WHEREAS, the Superintendent is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party Consultant must include certain terms; and

WHEREAS, the Superintendent and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

- 1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.**
- 2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.**
- 3. Pupil records¹ obtained by Consultant from Superintendent continue to be the property of and under the control of the Superintendent.**

All Pupil Records housed in *QRIS Hubbe California* are and shall remain the sole property of the LEA or preschool agency under contract with *Hubbe Inc.*

- 4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows:**

QRIS Hubbe California is an adult-managed data system for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child access/use due to the very young age of the children in early childhood education programs.

- 5. The options by which a pupil may transfer pupil-generated content to a personal account include:**

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

QRIS Hubbe is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.

6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

QRIS Hubbe California hosts a secure/FERPA-Compliant parent portal where parents can access information about their family, themselves and their children. The parent portal serves as the method for parents to review data, correct erroneous information, and communicate with the agency to update data and records as needed as determined by The LEA/Preschool Agency's policies and procedures. *QRIS* Hubbe California was designed for early childhood education providers serving children ages 0-5. The system does not have components for use by young children ages 0-5. As such, it is an adult-only system.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

In order to maintain the security and confidentiality of all Pupil Records, the following security and confidentiality policies are enforced by the Chief Information Security Officer (CISO):

- *Hubbe Inc.* will obtain a criminal background check of each applicant prior to the commencement of the applicant's employment. *Hubbe Inc.* utilizes Goodhire to conduct background checks. A report of the background check will be stored in each employee's file.
- All offers of employment shall be subject to satisfactory criminal report investigations.
- All new employees and independent contractors who perform services in the production systems and have access to customer information will participate in the *Hubbe Inc.* security and confidentiality training. Each person shall sign and acknowledge his or her agreement to abide by the *Hubbe Inc.* security and confidentiality policies. Training will recur at least once each year, or sooner, as determined by *Hubbe Inc.* management and as required by changes to the policies. Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
 - Identifying for employees and independent contractors the types of customer information subject to protection under the security and confidentiality policies.
 - Using password-activated computer and software systems and applications and automatic log-off function that terminates access after a short period of inactivity.
 - Using strong passwords (at least eight characters long and alpha-numeric).
 - Changing passwords periodically and maintaining the security of passwords.
 - Sending electronic information over secure channels only.
 - Appropriately disposing of paper and electronic records.
 - All employees and independent contractors will be permitted to access customer information only when "needed to de-bug software and/or support client's needs as requested. Access to client data will be determined individually by *Hubbe Inc.* management.
 - Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by *Hubbe Inc.* management.
 - All persons who fail to comply with the *Hubbe Inc.* security and confidentiality policies shall be subject to disciplinary measures, up to and including termination of employment

for employees or contract termination for independent contractors that perform services with *Hubbe Inc.*

- 8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall Report to an affected parent, legal guardian, or eligible pupil pursuant to the following Procedure:**
- Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
 - Begin breach response documentation and reporting process. Coordinate the flow of information to Client
 - Include representatives from *Hubbe Inc.* And Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
 - Immediately determine the status of the breach (on-going, active, or post breach).
 - If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Systems/data and preserve evidence for investigation.
 - Document all mitigation efforts for later analysis.
 - Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
 - If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
 - Identify all affected data, machines, and devices.
 - Conduct interviews with key personnel and document facts (if criminal activity is suspected, coordinate these interviews with law enforcement).
 - When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
 - Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
 - Reach out to data owners as soon as possible to notify them about the breach.
 - Foster a cooperative relationship between the incident response team and data owners.
 - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

- *Hubbe Inc.* provides extensive data export capabilities allowing the export of all *QRIS Hubbe* data to its customer at any time. This process may be executed at the end of contract period or at any time desired.
- Customer should first ensure that browser downloads of *QRIS Hubbe* data go to a secure download environment
all *QRIS Hubbe* downloads are done via SSL browser should be set to download on a secure/encrypted drive
- Download all data by following these steps
 - * In *QRIS Hubbe*, Log on as admin user. From main menu go to "Data Tools" then the "Export Data."
 - * for each data item select item type (radio button) and then select export each export file will be downloaded as an excel file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Hubbe Inc. FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of the *Hubbe Inc. Data Systems*, agencies staff and parents enter personally identifiable information about their infant, toddler, and preschool students/children into the *QRIS Hubbe California Systems, QRISHubbe.com*, in order to operate their program and report data to program funders. *QRIS Hubbe California* supplies capabilities for the agencies and parents to use the personally identifiable information in the context of a Student Information and Program Management System. *Hubbe Inc.* has no direct use of the personally identifiable information. *Hubbe Inc.* agrees to only use the personally identifiable student information supplied by the agencies and funder to provide training on the data system and/or to support their data system needs and to return or delete the personally identifiable information when the funder is no longer under contract with *Hubbe Inc.* In this way, the data owner retains control over its PII data as required under FERPA. *Hubbe Inc.* does not data-mine or commercialize information held for LEAs/Preschool Agencies and it does not collect any information directly from students or their parents for its use.

Hubbe hosts a secure, FERPA-Compliant web-based data system using Amazon Web Service (AWS) following the guidelines as set forth in FERPA Compliance on AWS Family Educational Rights and Privacy Act of 1974 (FERPA) whitepaper available at:
https://d0.awsstatic.com/whitepapers/compliance/AWS_FERPA_Whitepaper.pdf
 Additional information on Amazon AWS policies can be accessed at: <https://aws.amazon.com>.

Under the direction of the CISO, the *Hubbe Inc.* staff follow the best practices recommended by Amazon AWS by implementing the following FERPA compliant environment:

- **Compute** - *Hubbe* uses AWS cloud to store, process and transmit PII, and leverage encryption at layers to safeguard the data at rest and in transit additional details below. Ensure the systems are properly hardened and monitored for compliance.
- **Storage** - *Hubbe* configures data storage for least privilege and data is not world accessible, except by managed exceptions
- **Database** - *Hubbe* uses Microsoft SQL Server which provides SQL Server Transparent Data Encryption (TDE) and Cell Level Encryption (CLE) server-side facilities that encrypt the entire SQL Server database at rest, or selected columns as needed. This encryption uses Advanced

Encryption Standard (AES) 256, a secure symmetric-key encryption standard using 256-bit encryption keys.


- **Networking and content delivery** – *Hubbe* provides a logically isolated network for processing, transmitting or storing PII.
- **Security, identity, and compliance** – *Hubbe* uses Amazon GuardDuty to detect misconfigurations, provide threat intelligence such as instances communicating with known bad actors as well as alerting and automating to remediate these issues.

Under the direction of the CISO, the *Hubbe* Inc. staff follow the best practices recommended by Amazon AWS by following FERPA compliant information management:

- **Auditing** – *Hubbe* auditing capabilities are in place to allow security analysts to examine detailed activity logs and reports.
- **Data destruction** – *Hubbe* uses DoD-compliant drive and file wipe/erasure software to remove PII data.
- **Backup and disaster recovery** – *Hubbe* creates periodic (every two hours) database backups and creates point-in-time snapshots of volumes daily.
- **Security** - All *Hubbe* Inc. Data Systems utilized by clients use Secure Sockets Layer (SSL) certifications, so that the security of such information is protected in transit. Such secure transmissions shall be automatic. Attempts to access *Hubbe* Inc. Data Systems without SSL will automatically be rerouted to a SSL connection.
- **Authentication and authorization** - In the AWS environment, *Hubbe* uses IAM to manage access keys, security credentials, permission levels, authentication and authorization of our AWS accounts. The AWS account is protected by both password and Multi-Factor Authentication (<https://aws.amazon.com/iam/details/mfa/>)
- **Threat detection** - *Hubbe* uses Amazon GuardDuty's machine learning capability to uncover malicious user activity within AWS accounts. Amazon GuardDuty is a threat detection service that continuously monitors for malicious activity and unauthorized behavior to protect accounts, workloads, and data stored in AWS.
- **Security logs** - *Hubbe* uses Amazon CloudWatch to detect anomalous behavior in our environments, set alarms, analyze logs and metrics, take automated actions, and troubleshoot issues. Cloudwatch allows us to improve operational performance and resource optimization.

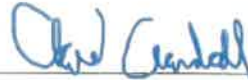
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**Orange County
Superintendent of Schools**



Authorized Signature

Early Quality Systems – DBA Hubbe Inc.



CONSULTANT

Patricia McCaughey, Administrator
Printed Name and Title

Claire Crandall, Director of Operations
Printed Name and Title

Date January 18, 2022

Date 1-18-22

Phone Number 760-644-4922

Claire@iPinwheel.com Claire@Hubbeinc.com
E-Mail Address

**California AB 1584 Compliance Checklist for
School District/SUPERINTENDENT Technology Services Agreements**

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

* *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

EXHIBIT "C"

Quality Counts California (QCC) Common Data File

Quality Counts California (QCC) Common Data File

QCC Common Data File FY 2020-21 to FY 2022-23

Purpose:

Annually report site-level common data for each county or regional consortia for QCC accountability and performance monitoring. Sites included in this file are defined as those participating¹ in local Quality Rating and Improvement System (QRIS) and Quality Improvement Systems (QIS) activities (including the California Department of Education's California State Preschool Program or Quality Counts California QRIS Block Grants and First 5 Improve and Maximize Programs so All Children Thrive [IMPACT] 2020) at any time during the specified Fiscal Year. Each record in the file should represent one unique site, regardless of funding source(s) or age group(s) served. Site data should be collected upon QRIS/QIS enrollment and updated upon rating, re-rating, or other monitoring visit. Please check the QCC Implementation Guide for site-level rating guidelines at <http://www.ccfcc.ca.gov/partners/qrisc.html#quality>. Data Validation Rules document for further information on formatting are available at <http://www.ccfcc.ca.gov/partners/datasystems.html#upload>.

FY 2020-21 Reporting:

- Required fields are identified on pages 2-8 of this document.
- Optional fields are identified on page 9.

First 5 California (F5CA) and the California Department of Education, Early Learning and Care Division (CDE-ELCD) will use the QCC Common Data File for the following:

- Verify CSPP and QCC Block Grant and IMPACT 2020 program compliance
- Verify QRIS participation and rating of sites
- Evaluate CDE and First 5 California QIS/QRIS investment
- Report to the Governor's Office, California Department of Finance, Legislative Analyst's Office, California State Legislature, First 5 California Commission, California Department of Social Services, and other stakeholders

A Memorandum of Understanding between the CDE and F5CA was signed April 10, 2017, on the shared use of this data file. Contact Gretchen Williams, F5CA, at gwilliams@ccfc.ca.gov or Channa Hewawickrama, CDE-ELCD, at chewawickrama@cde.ca.gov, for further information.

Common Data File Reporting Periods and Due Dates

FY 2020-21	September 15, 2021
FY 2021-22	September 15, 2022
FY 2022-23	September 15, 2023

Instructions:

Counties or regional consortia will upload to F5CA an XML extract of site-level data reported in the format described below. Upload information including data validation rules and XSD schema can be accessed at <http://www.ccfcc.ca.gov/partners/datasystems.html#upload>.

¹ Sites to be included are all current rated or participating sites, sites whose rating or participation ended/expired during the FY (and are no longer active at date of submission), and newly enrolled sites without a complete rating (in process).

Quality Counts California (QCC) Common Data File

REQUIRED FIELDS FOR FY 2020-21

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/ FORMAT	PROGRAM TYPES for REPORTING	DATA DICTIONARY
County	County_Code	1-58	1-58	Alphanumeric (2)	All	County of participation (https://drive.google.com/file/d/1B3stGiGuFCdstSnOCmkK0CsKfKz5d7l/view)
Site UI	Site_ID			Alphanumeric (9 max)	All	For licensed sites, use 9-digit California Department of Social Services Community Care Licensing Facility Site License Number in the following 3 fields. If site has more than one license, please use the license number used for the child age group with the highest enrollment percentage. For legally exempt sites, use 5-digit zip code and the first 4 digits (numbers and letters) of the physical address. For Family, Friend, and Neighbor and other Alternative sites, use locally developed unique alphanumeric identifier.
License Number Infant Center	CLic_Inf			Alphanumeric (9 max)	Licensed Centers and FCC	California Department of Social Services Community Care Licensing developed Facility Site License Number for Infant Care. https://secure.dss.ca.gov/CareFacilitySearch/home/index
License Number Preschool Center	CLic_Prk			Alphanumeric (9)	Licensed Centers and FCC	California Department of Social Services Community Care Licensing developed Facility Site License Number for Preschool. https://secure.dss.ca.gov/CareFacilitySearch/home/index
License Number Family Child Care	FCCLic			Alphanumeric (9)	Licensed Centers and FCC	California Department of Social Services Community Care Licensing developed Facility Site License Number for Family Child Care. https://secure.dss.ca.gov/CareFacilitySearch/home/index
Vendor Number	Vendor			Alphanumeric (9 max)	Title 5 funded programs	California Department of Education Vendor Number/Submission Code
Previous Site Unique Identifier	Prev_UI			Alphanumeric (9 max)	All	Previous Site UI (or facility/site license number) if the number has changed.
Workforce Registry Program ID	Reg_ID			Alphanumeric (9 max)	Centers, FCC	Program ID for the site generated by the Workforce Registry
Federal Employee Identification Number	FEIN			Alphanumeric (20 max)	Title 5 or voucher funded programs	Federal Employee Tax Identification Number of the program/provider. https://www.cde.ca.gov/sp/cd/sr/fein.asp
Site Name	Site_Name			Alphanumeric (25 max)	All	The site's business name affiliated with the license number.
Site Phone	Site_Phone			Alphanumeric (12 max)	All	Contact phone number for site.
Zip Code	ZipCode			Alphanumeric (5)	All	Zip Code for site.

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/ FORMAT	PROGRAM TYPES for REPORTING	DATA DICTIONARY
Facility Type	Facility_Type	(see values in the Data Dictionary column)	C, F, N, R, H, B, L, P, A	Character(1)	All	The site's Early Learning Setting type. Center=C Family Child Care Home=F Family, Friend and Neighbor(FFN)=N Family Resource Center(FRC)=R Home Visiting Programs=H Community Based Organization(CBO)=B Library=L Playgroup=P Other Alternative=A If the site falls within two facility types for the purposes of reporting, please report the entity that defines the engagement. (e.g., A playgroup coordinated by a FRC; if the FRC is the entity receiving support, please report it as "R". If the playgroup is the entity receiving support, please report it as "p".) Head Start
Funding Source – Head Start	FundingS_HS	Yes No	Yes=1 No=0	Numeric(1)	All	Head Start
Funding Source – Early Head Start	FundingS_EHS	Yes No	Yes=1 No=0	Numeric(1)	All	Early Head Start
Funding Source – Title I	FundingS_T1	Yes No	Yes=1 No=0	Numeric(1)	All	State Title I
Funding Source – California State Preschool Program (Title 5)	FundingS_State	Yes No	Yes=1 No=0	Numeric(1)	All	State Title 5
Funding Source – General Child Care	FundingS_CCTR	Yes No	Yes=1 No=0	Numeric(1)	All	State General Child Care (CCTR)
Funding Source – Private	FundingS_Priv	Yes No	Yes=1 No=0	Numeric(1)	All	Private / Parent Payment
Funding Source – IDEA Part C (Early Intervention)	FundingS_IDEAPC EI	Yes No	Yes=1 No=0	Numeric(1)	All	Federal IDEA Part C
Funding Source – IDEA Part B (Special Education)	FundingS_IDEAPB SE	Yes No	Yes=1 No=0	Numeric(1)	All	Federal IDEA Part B
Funding Source – First 5 Local Funds	FundingS_F5LUNCS P	Yes No	Yes=1 No=0	Numeric(1)	All	Local First 5 funding
Funding Source – Voucher Ready	Funding_VouchR eady	Yes No	Yes=1 No=0	Numeric(1)	All	Site able to receive a voucher payment
Funding Source – Voucher	FundingS_Vouch	Yes No	Yes=1 No=0	Numeric(1)	All	Voucher payments received, including CalWORKs, Alternative Payment, California Migrant Alternative Payment
Funding Source - Migrant Head Start	FundingS_MighHS	Yes No	Yes=1 No=0	Numeric(1)	All	Migrant Head Start
Funding Source - Tribal Head Start	FundingS_TribHS	Yes No	Yes=1 No=0	Numeric(1)	All	Tribal Head Start
Funding Source – Military	FundingS_Mil	Yes No	Yes=1 No=0	Numeric(1)	All	US Military

Quality Counts California (QCC) Common Data File

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Funding Source – State Migrant	Fundings_StateMig	Yes No	Yes=1 No=0	Numeric(1)	All	State Migrant Child Care and Development (CMIG)
Funding Source – Local Education Agency	Fundings_LEA	Yes No	Yes=1 No=0	Numeric(1)	All	LEA unrestricted funds, including LEA LCFF
Funding Source – CSPP QRIS Block Grant	Fundings_CSPPBG	Yes No	Yes=1 No=0	Numeric(1)	All	CSPP QRIS Block Grant identifier (use to identify sites supported by or participating in the CSPP Block Grant, regardless of receipt of local block grant)
Funding Source – Quality Counts California Block Grant	Fundings_ITBG	Yes No	Yes=1 No=0	Numeric(1)	All	QCC QRIS Block Grant identifier (use to identify sites supported by or participating in the QCC [formerly named I/T] Block Grant, regardless of receipt of local block grant)
Funding Source – Other	Fundings_OT	Yes No	Yes=1 No=0	Numeric(1)	All	Other Funding Sources
Program Type – Tribal	Pgm_Tribal	Yes No	Yes=1 No=0	Numeric(1)	All	Programs funded with Tribal dollars, on tribal lands and /or serving tribal families
Program Type – Military	Pgm_Military	Yes No	Yes=1 No=0	Numeric(1)	All	Programs funded with Military dollars, on a military base and/ or serving military families
Program Type – Family Child Care Home Education Network	Pgm_FCCHEN	Yes No	Yes=1 No=0	Numeric(1)	All	Provider is participating in the Family Child Care Home Education Network
Languages Spoken (in Instruction) – Arabic	LS_Arabic	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Armenian	LS_Armenian	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Cantonese	LS_Cantonese	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – English	LS_English	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Filipino	LS_Filipino	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Hmong	LS_Hmong	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Japanese	LS_Japanese	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Korean	LS_Korean	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Mandarin	LS_Mandarin	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.

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DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/ FORMAT	PROGRAM TYPES for REPORTING	DATA DICTIONARY
Languages Spoken (in Instruction) – Punjabi	LS_Punjabi	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Russian	LS_Russian	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Spanish	LS_Spanish	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Vietnamese	LS_Vietnamese	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – ASL	LS_ASL	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Other	LS_Other	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Languages Spoken (in Instruction) – Unknown	LS_Unknown	Yes No	Yes=1 No=0	Numeric(1)	Centers, FCC	Language used with children at site (in one or more classrooms) for group or individualized instruction and communication with the intent to develop and support early language skills.
Number of Classrooms	CR_Count			Numeric (4)	Centers	Count of individual physical classrooms serving children 0 to 5 in center-based sites only (not sessions, if physical classrooms are shared between different groups of children (e.g., AM preschool and PM preschool groups).
Number of Preschoolers Served	Pre_Actual			Numeric(4)	Centers, FCC, FFN	Number of preschoolers (36 months to kindergarten entry) served at the site.
Number of Toddlers Served	Tod_Actual			Numeric(4)	Centers, FCC, FFN	Number of toddlers (18 through 35 months) served at the site.
Number of Infants Served	Inf_Actual			Numeric(4)	Centers, FCC, FFN	Number of infants (birth through 17 months) served at the site.
Number of Children Served, Alternative Sites	Alt_Tot			Numeric(4)	Alternative Settings	Estimated number of children served/reached at the site annually.
Number of Children with an IFSP	IFSP	Number of Yes		Numeric(4)	Centers, FCC	Count of children with an IFSP
Number of Children with an IEP	IEP	Number of Yes		Numeric(4)	Centers, FCC	Count of children with an IEP
Number of Voucher Payments	SVP_Count	Number of Yes		Numeric(4)	Centers, FCC, FFNs	Count of children receiving a (alternative payment program and/or CalWORKs) voucher.

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DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Number of Homeless Children	Ch_Homeless	Number of Yes		Numeric(4)	Centers, FCC	Count of children from families experiencing homelessness. ¹
Number of Children in Foster Care	Ch_Foster	Number of Yes		Numeric(4)	Centers, FCC	Count of children in the Foster Care system.
Number of Months of Operation	Open_months	1-12		Numeric(2)	All	Count of months per year in which the site is operating. (Full year = 12, school year only programs = 9, etc.)
QRIS Rating Status	Rating_Stat	Complete, In Process, QI Only	Complete=1, In Process=2, Not Eligible (QI only)=3	Numeric(1)	All	<p>Site's rating status.</p> <ul style="list-style-type: none"> "Complete" sites have received the appropriate element scores based on readiness for all elements (7 element scores for centers, 5 element scores for FCC). "In process" sites are engaged with an intent to be rated, but a rating hasn't yet been completed. "QI Only" sites are participating only in quality improvement activities and a full rating is not intended to be completed. <p>Effective July 2020, for non-CSPP sites previously rated, lead agency may continue to report the site's rating status as "Rated" until the rating is expired, (see Implementation Guide for terms), or the rating status may be updated to "QI Only", as determined locally.</p>
Overall QRIS Tier/Rating	OverallQRIS_Tiering	1-5		Numeric(1)	Rated Centers and FCC	Site's most up-to-date QRIS Tier/Rating for the reporting period (as identified in the QCC Implementation Guide http://www.qccf.ca.gov/partners/qrisc.htm#quality)
Cumulative QRIS Score Total	Score_total	1-35		Numeric(2)	Rated Centers and FCC	Total cumulative points to determine tier/rating.
Detail QRIS Score: Child Observation	DetailQRIS_Score CO	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for child observation.
Detail QRIS Score: Developmental and Health Screenings	DetailQRIS_Score DHS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Developmental and Health Screenings.
Detail QRIS Score: Minimum Qualifications for Lead Teacher/FCC	DetailQRIS_Score MQLT	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Minimum Qualifications for Lead Teacher/FCC.
Detail QRIS Score: CLASS Observation (PreK, Toddler, and Infant)	DetailQRIS_Score CLASS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for CLASS observation.
Detail QRIS Score: Ratios and Group Size	DetailQRIS_Score R&GS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Ratios and Group Size.
Detail QRIS Score: Environment Rating Scale	DetailQRIS_Score ERS	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Environment Rating Scale.

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DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/ FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Detail QRIS Score: Director Qualifications	DetailQRIS_Score DQ	1-5		Numeric(1)	Rated Centers and FCC	Site's QRIS point value for Director Qualifications.
Detail QRIS Score: PreK-CLASS Observation (Emotional Support)	DetailQRIS_Score _Prek_CLASS_ES			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed -- Emotional Support.
Detail QRIS Score: PreK- CLASS Observation (Instructional Support)	DetailQRIS_Score _Prek_CLASS_IS			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed -- Instructional Support.
Detail QRIS Score: PreK -CLASS Observation (Classroom Organization)	DetailQRIS_Score _Prek_CLASS_CO			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed -- Classroom Organization.
Detail QRIS Score: Toddler CLASS Observation (Emotional & Behavioral Support)	DetailQRIS_Score _Toddler_CLASS_EBS			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed -- Emotional & Behavioral Support.
Detail QRIS Score: Toddler CLASS Observation (Engaged Support for Learning)	DetailQRIS_Score _Toddler_CLASS_ESL			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed -- Engaged Support for Learning.
Detail QRIS Score: Infant CLASS Observation (Responsive Caregiving)	DetailQRIS_Score _INFANT_RC			Numeric(3)	Rated Centers and FCC	Site's averaged CLASS observation score across all classrooms observed -- Responsive Caregiving.
Start Date	QRIS_Start	Date		Date Format MM/DD/YYYY	All	Site enrollment date into the QIS/QRIS
Rating Date	RatingDate	Date		Date Format MM/DD/YYYY	Rated Centers and FCC	Current rating effective date
End Date	QRIS_End	Date		Date Format MM/DD/YYYY	All	Site end date for QRIS participation (if applicable)
Number of Teachers	TS_Count			Numeric (4)	Centers, FCC	Count of teaching staff/caregivers employed at the site.
DLL status	DLL_statusPre			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak a language other than English or speaks another language AND English equally .
Child Languages (in home setting) -- Arabic	CLS_Arabic			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Arabic at home.
Child Languages (in home setting) -- Armenian	CLS_Armenian			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Armenian at home.
Child Languages (in home setting) -- Cantonese	CLS_Cantonese			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Cantonese at home.
Child Languages (in home setting) -- English	CLS_English			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak English at home.
Child Languages (in home setting) -- Filipino	CLS_Filipino			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Filipino at home.
Child Languages (in home setting) -- Hmong	CLS_Hmong			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Hmong at home.

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DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/ FORMAT	PROGRAM TYPES for REQUIRED REPORTING	DATA DICTIONARY
Child Languages (in home setting) – Japanese	CLS_Japanese			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Japanese at home.
Child Languages (in home setting) – Korean	CLS_Korean			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Korean at home.
Child Languages (in home setting) – Mandarin	CLS_Mandarin			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Mandarin at home.
Child Languages (in home setting) – Punjabi	CLS_Punjabi			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Punjabi at home.
Child Languages (in home setting) – Russian	CLS_Russian			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Russian at home.
Child Languages (in home setting) – Spanish	CLS_Spanish			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Spanish at home.
Child Languages (in home setting) – Vietnamese	CLS_Vietnamese			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak Vietnamese at home.
Child Languages (in home setting) – ASL	CLS_ASL			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily speak American Sign Language at home.
Child Languages (in home setting) – Other	CLS_Other			Numeric(4)	Centers, FCC	Number of preschool-age children who primarily an other language at home.
Child Languages (in home setting) – Unknown	CLS_Unknown			Numeric(4)	Centers, FCC	Number of preschool-age children for whom it is unknown what language is spoken at home.
Number of Hispanic or Latino Children	Race_Hispanic	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Hispanic or Latino origin.
Number of American Indian or Alaskan Native Children	Race_AIAN	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of American Indian or Alaska Native origin.
Number of Asian Children	Race_Asian	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Asian origin.
Number of Black or African American Children	Race_AfAm	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Black or African American origin.
Number of Native Hawaiian or other Pacific Islander Children	Race_NHOPI	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of Native Hawaiian or other Pacific Island origin.
Number of White Children	Race_White	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 of White or Caucasian origin.
Number of Children of More Than One Race	Race_M	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 with multiple races of origin.
Number of Children with Unknown Ethnicity	Race_Un	Number of Yes		Numeric(4)	Centers, FCC	Number of children age 0 to 5 with unknown ethnicity or for whom families have declined to state.

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OPTIONAL FIELDS FOR FY 2020-21

DATA FIELD NAME	DATA FIELD LABEL	DATA FIELD VALUES	CODES	FIELD TYPE/FORMAT	FIRST 5 IMPACT REQUIRED STEPS REPORTING	DATA DICTIONARY
Number of children screened with a developmental screening tool (conducted by site or screening results provided by another entity)	Screened_by_DST	Number of Yes		Numeric(4)	Centers, FCC	Count of children receiving developmental screening onsite or by another entity during the reporting period.
Number of children receiving subsequent referrals based on screening	Sub_referral	Number of Yes		Numeric(4)	Centers, FCC	Count of children receiving referral based on screening during the reporting period.

As defined by Section 725(2) of the McKinney-Vento Act: <https://www2.ed.gov/policy/elsec/leg/esea02/pg116.html>

EXHIBIT “D”

Quality Counts California Implementation Guide



Quality Counts California Implementation Guide

Updated June 2020

with Quality Start OC Local Decisions

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I. Intended Audience for this Guide

The Quality Counts California (QCC) Consortium Implementation Guide (Guide) was developed for local, regional, and statewide QCC implementers, raters, and monitors working with rated sites. It includes common agreements designating where consortia have local control, as well as areas where rating must be implemented in a common and consistent way. Consortium agreements ensure local and regional QCC models are implemented to fidelity in accordance with statewide agreements and state policy guidance. The Guide will continue to be updated as new agreements are determined. Please refer to the Glossary for definitions of terms used throughout this Guide. Additional resources for QCC Consortium members can be found at www.qualitycountsca.net.

II. What is a QRIS?

Early learning and care (ELC) can bring a wide range of benefits for children, parents, and society at large. However, these benefits are conditional on the quality of the early learning and care settings. Expanding access to services without attention to quality will not deliver positive outcomes for children or long-term productivity benefits for society¹. A *Quality Rating and Improvement System (QRIS)* can provide parents and other consumers information about the quality of early learning settings and help those settings understand where improvement is needed.

A fully functioning QRIS includes the following components: (1) quality standards for programs and practitioners; (2) support for an infrastructure to meet such standards; (3) monitoring and accountability systems to ensure compliance with quality standards; (4) ongoing financial assistance that is linked to meeting quality standards; and (5) engagement and outreach strategies.²

III. California's Approach to QRIS

Quality Counts California (QCC) is designed to support continuous quality improvement of ELC programs across the continuum of ELC setting types. QCC is a statewide system of quality support with activities at the state, regional, and local levels, including a QRIS. QCC helps enhance the quality of ELC programs and informs families about the meanings of different quality levels for children's ELC experiences. The QCC Framework, which was initially developed as part of the Race to the Top-Early Learning Challenge (RTT-ELC) grant and which has evolved over time, sets the foundation for the quality improvement continuum. The RTT-ELC Consortium, later renamed the QCC Consortium, voluntarily agreed to align their local QRIS to a common "Quality Continuum Framework" that included a common Rating Matrix with some local modifications allowed.

¹ Mitchell, W. A. (July 2005), Stair Steps to Quality. Retrieved from: <http://www.qrisnetwork.org/node/37>

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The Rating Matrix uses the terms “core” and “elements,” which refer to the three overarching categories and the indicators or components within these categories. The Elements are numbered consecutively one through seven, with elements five and seven for centers only, as shown below.

CORE	Elements
Core 1: Child Development and School Readiness	Element 1. Child Observation Element 2. Developmental and Health Screenings
Core 2: Teachers and Teaching	Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for <i>Lead Teacher/Family Child Care Home</i> Element 4. Effective Teacher-Child Interactions
Core 3: Program and Environment	Element 5. Licensing and Regulatory Requirements: Ratios and Group Size (Centers Only) Element 6. Program Administration and Leadership: Environment Rating Scale(s) – ECERS-R, ITERS-R, FCCERS-R Element 7. Program Administration and Leadership: Director Qualifications (Centers Only)

The RTT-ELC Consortia also agreed upon the following Tier Rating Chart based on the final Program Quality Score in points. **Points may not deviate from what is specified below, even in locally determined tiers.**

	Tier 1 (blocked, receive 1 point per element)	Tier 2 (locally determined— point values, blocked, or combination)	Tier 3	Tier 4	Tier 5 (can include additional locally determined requirements)
Centers	block	block	20–25 points	26–31 points	32 points or more
Family Child Care Homes	block	block	14–17 points	18–21 points	22 points or more

The implementation guidelines ensure consistency of implementation across counties. To allow local flexibility, QCC consortia could elect to make local decisions about the tiers that were not commonly adopted, as well as areas of implementation that were left to local control.

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In Fiscal Year 2015–16, the work of the RTT-ELC Consortium expanded to a statewide effort, drawing on the nationally recognized effectiveness factors or standards that lead to improved learning and development outcomes for children. The *RTT-ELC Framework* is now the *QCC Quality Continuum Framework*. QCC is funded through a layering of multiple funding sources, including First 5 California, the California Department of Education, and local funding. For more information on Quality Counts California, visit www.qualitycountscalifornia.net.

IV. Early Learning Sites Eligible for Rating

An **early learning site** is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

For sites licensed by the California Department of Social Services, the definition "*in good standing*" is to be used. If a site's license is changed to anything other than "*in good standing*," the QCC rating is suspended. OC: This means site is not in non-compliance conference

In addition, local consortium may:

- Choose to impose a time period prior to rating without incident
- Determine reinstatement protocols OC: out of non-compliance

Exceptions to licensed programs that are eligible to participate include:

- Cal-SAFE child development programs
- Tribal-approved child care programs
- Military installation child care programs
- Adult Education preschool programs that are legally exempt from licensing
- Other programs and *classrooms* operated by school districts, such as IDEA Part B or Part C funded programs

For additional information on eligible sites and requirements, please see the applicable funding requirements.

V. Rating and Monitoring

All consortia agree to implement all tools, measures, and documents to fidelity, adhering to the State Master Anchors' approaches. Preserving the components that made the original practice effective can directly impact the success of desired outcomes. One

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recommended way to ensure high-quality implementation is for consortia to identify and clearly stipulate four distinct QCC functions:

- **Raters** review and validate portfolio documentation used to determine ratings.
- **External Assessors** are deployed by the local QCC Consortium and reliable on the Environment Rating Scales (ERS) and conduct this portion of the rating. **External CLASS Observers** are certified on the *Classroom Assessment Scoring System*® (CLASS®) tools and conduct this portion of the rating. Note: Throughout this document, both are referred to as “assessors.”
- **Monitors** ensure sites maintain their rated quality and compliance with QRIS requirements.
- **Technical Assistance (TA) Providers** support the creation and/or implementation of the Quality Improvement Plan (QIP). TA providers also may assist sites with the development of the basic portfolio for rating, in addition to providing quality improvement coaching and other types of consultation.

While some functions may be fulfilled by the same person, individuals cannot serve as an external assessor and provide technical assistance or coaching services to the same group of teachers/sites.

Rating Guidelines

The QCC Rating Matrix employs a portfolio-based system (with monitoring and administrative verification) for a site to self-report some elements of quality, and a file review for others, as follows:

Element	Point Value				
	1	2	3	4	5
1 Child Observation/Assessment	File Review At All Levels				
2 Developmental and Health Screening	File Review At All Levels				
3 Lead Teacher Qualifications and Professional Development	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				
4 CLASS Assessment	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
5 Ratios and Group Size	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - Verification By Assessor				
6 Environment Rating Scale	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
7 Director Qualifications	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				

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Self-report

All QCC sites will use a portfolio for self-report elements. In order to verify the level of quality, all programs will be required to provide common documents demonstrating the level of quality for each element of the QCC Rating Matrix. The portfolio may be managed online (e.g., via upload) or on paper. This is a local decision. All portfolios should be subject to random observation and file review at the discretion of the local consortium. OC: Portfolio data is collected through iPinwheel.

File Review

Two children's files from each classroom are to be randomly selected for review of child assessments and screenings by the external rater during observation visits. (If the child has been in the program fewer than 60 days, another file may be selected.) To obtain the corresponding point value for each element, every file reviewed should have evidence of screening and assessment. One hundred percent of files checked must contain evidence of a child assessment and screening or other alternatives. Alternatives to developmental and health screening include a parent "opt-out" form, a detailed documentation of repeated attempts (as determined locally) to obtain parental consent, or the existence of a current Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP).

As an alternative to viewing individual child paper files, it is acceptable to view a centralized tracking system or database files (such as for child assessment, or health and developmental screening). Evidence must demonstrate one hundred percent compliance consistent with Implementation Guide requirements.

Frequency of Site Rating

A site's rating is valid for three or five years depending on tier rating, from the time the overall site rating is assigned. For example:

If the site was rated in:	And the result was Tier 1, 2, or 3, the site's rating is valid through:	And the result was Tier 4 or 5, the site's rating is valid through:
March 2020	March 2023	March 2025
November 2019	November 2022	November 2024
August 2018	August 2021	August 2023

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Participating sites are to develop quality improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between ratings. QCC Consortia will monitor participating sites between ratings. Re-rating is required when a site license changes due to a change of physical location. The decision to re-rate a site for other reasons during the rating period is a local decision. Some local decisions that may trigger reconsideration of the rating before the rating period has passed include:

- Significant turnover in staff
- New director
- Changes that warrant re-assessment of an individual classroom, including a change in the lead teacher of a formerly assessed classroom
- Significant licensing violation
- Other evidence of changes related to the criteria upon which they were rated
- Other reasons determined by local consortium

OC: local decision is that there are no triggers for a re-rating.

Communicating the Site Rating

Formal ratings must be made available to the public. The emphasis on publicly available ratings highlights consumer awareness as a key component of the success of a QRIS as a mechanism for supporting families in selecting high-quality ELC programs for their children.

Consortia may choose to communicate ratings as tier or star levels; combine levels into three categories, such as “beginning,” “achieving,” and “advancing;” or use another communication system to convey rating information to the public.

Consortia also have discretion on how ratings are publicized. Please note: Child Care Resource and Referral agencies (R&Rs) are required per the reauthorized Child Care and Development Block Grant Act (CCDBG) (Section 658E.c.2.E.i.ii.) to provide information on ratings to families. Consortia also may share ratings by:

- Posting at participating early learning setting to indicate QRIS participation and tiered rating
- Posting on a website (e.g., R&R, and/or local QRIS website)

OC: Ratings and rating reports posted to www.qualitystartoc.com

Public communication should include the effective dates of the rating.

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Reporting Site Data to the State

Consortia are required to report data to the State once per year, including sites' overall ratings and element scores. Details about how and when to report data are available at <https://qualitycountsca.net/quality-partners/consortium-members/>.

VI. Assessing Classrooms

Frequency of Classroom Assessments

External assessments are conducted for Tiers 3 through 5 for select elements using the CLASS tool (Element 4) and the ERS (Element 6) for the appropriate age level. Refer to guidelines within the tools if classrooms are mixed age. California Master Anchors can provide additional clarification if necessary.

Based on the local QRIS model and site readiness, rated sites may receive a formal, external assessment using the ERS and the CLASS, if warranted, every three years (sites rated at Tiers 1 through 3) or five years (sites rated at Tiers 4 and 5). The same classrooms, selected through random sampling, will receive both the CLASS and the ERS assessment in the same year, or within 13 months of the final rating. For the purpose of assessment, a "year" is considered 13 consecutive months. For example, if the ERS assessments are conducted in May, and the CLASS assessments are conducted on the same classrooms with the same lead teachers in September, then the program must have a completed rating by June of the following year in order for the ERS assessment to be valid.

Defining Classrooms for Assessment

Classrooms are defined by the *teaching team* and the *group of children*. The table below demonstrates several scenarios to help determine the number of classrooms.

Scenario	Number of Classrooms	Rationale
AM Preschool + PM Preschool Same teaching team for AM and PM	1	Ages served and teaching team are the same.
AM Toddlers + PM Preschool Same teaching team for AM and PM	2	Teaching team is the same. Different <i>age groups</i> require different assessments.
AM Preschool + PM Preschool Different Teaching team in AM and PM	2	Same age group served in the morning and afternoon. Different teaching teams require different assessments.

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Selecting Classrooms for Assessment

Consortium will assess one-third of classrooms of each age group at a site, regardless of funding stream and total overall number of classrooms, including at least one classroom in each age group. See definitions of age groups in the glossary.

NOTE: For sites participating in CSPP Block Grant funding and sites with mixed funding: Rating is completed at the site level – classrooms selected for assessment are chosen as described within this Implementation Guide. This may result in a site with CSPP Block Grant funding receiving a rating that is not based on the assessments of any classrooms participating in the CSPP Block Grant. Classrooms participating in the CSPP Block Grant should not be rated separately from the rest of the classrooms at the site.

Guidelines to determine the number of classrooms to assess with the CLASS and ERS:

- **Sites serving a single age group of children** (e.g., all toddlers or all preschoolers)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Total number of classrooms to assess	1	1	2	2	2	3	3	3	4

- **Sites with different classrooms for children of different ages** (be sure to select at least one classroom from each age group)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Minimum number of classrooms to assess	2	2	2	2	2	3	3	3	4

Parameters for Selecting Classrooms

For classroom selection and random selection process, exclude classrooms (use another randomly chosen classroom as an alternate) or postpone a scheduled assessment/visit when there is a: (1) substitute teacher; or (2) new teacher to the site (30 calendar days or fewer).

The minimum number of children required to be present in a particular classroom in order to rate will be locally determined as long as it remains within the parameters of the tool being used for assessment.

Announced vs. Unannounced Visits

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Consortia will conduct scheduled visits with sites. Local consortia determine how far in advance the visits may be scheduled. Notification to the site of randomly selected classrooms to be assessed on ERS and CLASS will occur the day of the visit. The assessor will ensure the classroom being assessed is staffed by the lead teacher on record (or long-term sub who has been serving as lead teacher in the classroom longer than 30 days). OC: Sites receive one-month assessment window in advance. Notified day prior which classroom(s) will be assessed.

Use of Existing Assessments

A consortium shall accept ERS and CLASS assessments previously conducted in lieu of the county consortium sending an assessor ONLY if the assessment was:

- Completed within 13 months of the rating
- Performed by a valid and reliable external assessor (deployed by the local QCC Consortium)
- Conducted with the same lead teacher, child age group, and physical location as the randomly selected classroom

Recommendations for Observations Using the CLASS Tool

When coding with any CLASS tool, the observer evaluates the effectiveness of interactions for the target age level. In any classroom setting, multiple adults may be present during the observation, requiring the observer to consider how each adult interacts with children and how those adults jointly influence the overall classroom experience.

The consortium agreed the *CLASS observation* may be conducted in classrooms with at least one child present.

Local consortium policy guides other observation protocol, such as:

- When a classroom receives a CLASS assessment (e.g., if at a lower points level than required in the rating matrix) OC: All rated sites being rated will receive CLASS assessment for 1/3 of classrooms.
- The number of children in the classroom (or target age level) that need to be present in order to observe and if/when to reschedule an assessment to maximize attendance. OC: Follows Assessment Vendor Protocol

Guidelines for Use of CLASS in Multi-age Classrooms

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In a multi-age setting, the observer should keep the target age range in mind and pay particular attention to the interactions associated with those ages. Interactions with children outside the target age level are considered in coding, only if they enhance or detract from those experienced by the intended children. For example, a teacher may have effective and warm interactions with an infant during a diaper change; but if the assessor is observing with the Toddler CLASS measure, and the toddlers are not involved, the assessor would not code those interactions. On the other hand, if the teacher involves toddlers in care by asking them to get a diaper or help wash the baby's hands, those interactions would be considered in coding.

Determining whether one tool or two will be used in multi-age classrooms: OC: Follows Assessment Vendor Protocol

- If using one tool and need to determine which measure to use, consider the goals of the observation and the expertise of coders. Also consider the age range of each tool (e.g., the infant tool can be used in classrooms with children as old as 15 months).
- When local decision dictates use of more than one age-level tool in a multi-age classroom, observers may alternate between age levels either by:
 - Making one visit – obtain three cycles of each tool during the classroom visit (total of six cycles); or
 - Making two visits – observe one age level at the first visit and the other age level during the second visit. Each visit/tool should include four cycles.

Guidelines for Use of CLASS in Diverse Classrooms

Early learning settings in the QCC serve children from diverse backgrounds, languages, and cultures. It is imperative the observer is culturally sensitive and able to understand the adult-child interactions to score appropriately.

The consortium agreed the CLASS observer must understand 85–90 percent of the teacher's communication with the child/ren to consider the assessment reliable. This is particularly important in Pre-Kindergarten classrooms.

Other things to consider when observing in a diverse classroom include:

- Some behaviors are considered disrespectful in certain cultures. For example, forcing eye contact would be uncomfortable for a child and would not be demonstrating respect. But eye contact is only one of several markers of respect, and it is not required for a teacher to force eye contact to demonstrate respect.
- When the early educator and child engage in back-and-forth exchanges, the observer must understand both the adult and child to accurately assess scaffolding,

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feedback loops, and other indicators in the Pre-K CLASS Instructional Support Domain.

- The consortium strongly encourages using assessors who speak the language of the children at the site and understand the cultures. OC: Assessor must be fluent in predominant language spoken in classroom assessed.

VII. Environment Rating Scale Anchors and Assessors

This section outlines the roles of Environment Rating Scale (ERS) Anchors and assessors. The following graphic shows the relationship between each of these roles at the state, regional, and local/consortia levels. The California Early Childhood Environment Rating Scales Anchor document which outlines the roles of state, regional, and local Environment Rating Scales ERS Anchors and assessors in Quality Counts California can be found at <https://drive.google.com/file/d/13E3EwyQdfSLgOt2iGVFn3fhGNOWrrzER/view?usp=sharing>.

Statewide Master Anchors

State Master Anchors (MAs) carry out the following activities:

- MAs maintain reliability to one another through recertification every 18 months with drift checks every six months.
- Initial certification of Regional ERS Anchor (RA) and one day Inter-Rater Reliability (IRR) every 18 months thereafter. If the Regional ERS Anchor does not reach 90 percent reliability in one-day IRR, a three-day recertification with QCC MA. (Note: assessment vendors must be certified with an MA or RA at their own cost to be approved to conduct QCC assessments for rating).
- Provide advice and support for Regional ERS Anchors as they train and certify local assessors.
- Develop resources for Regional ERS Anchors to use when conducting local training and reliability certification.
- Provide information and assistance to Regional ERS Anchors to carry out IRR activities with consortia assessors.
- Reach consensus about questions that arise during assessment, and disseminate responses and clarifications to local Anchors to ensure consistent interpretation across the QCC.
- Conduct in-person and web-based training and meetings with Regional ERS Anchors to build consensus and strengthen capacity to conduct ERS assessments and certify assessors.

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Regional ERS Anchor

According to the First 5 IMPACT *Regional Coordination and Training and Technical Assistance Hubs (Hubs)* RFA, the Hubs are required to identify at least one Regional ERS Anchor who can certify local assessors and support the fidelity of assessment practices and consistency of tool interpretation across the region. F5CA will support certification of Regional ERS Anchor(s) identified by the Hub, while the Hub is responsible for coordinating Regional ERS Anchor responsibilities.

A Regional ERS Anchor is a Hub-designated individual authorized to certify reliability of ERS assessors at Level 1 and Level 2. The Regional ERS Anchor is considered an experienced, reliable "expert" assessor responsible for interpretation of scores and training of other assessors. Each Hub region should designate at least one Regional ERS Anchor on each ERS tool. A large consortium also may designate a Local ERS Anchor. The region or large consortium may have one Anchor for all three ERS tools or three different Anchors – one for each tool.

Regional ERS Anchors must achieve at least 90 percent reliability with a State MA. However, this person is not considered an Anchor until designated as such by a region (Hub) or consortium and given the authority to carry out Anchor responsibilities. Following initial certification, each Regional ERS Anchor must complete IRR with another Regional ERS Anchor every six months, at a minimum, and recertify with a state MA every 18 months.

The Regional ERS Anchors shall have the authority to:

- Conduct assessments.
- Train and certify ERS assessors.
- Coordinate IRR for ERS assessors in their region every six months, at minimum, or at least once between recertifications.

F5CA MAs may ask Regional ERS Anchors to participate in virtual or in-person learning communities and/or meetings, as well as contribute to the overall QCC Assessor Management System by working with the F5CA MAs on ERS-related clarifications, policies, and statewide practices.

Regional ERS Anchors also may be given responsibility by consortia in the Hub region to review reports written by ERS assessors and conduct ERS training for coaches and early childhood educators.

Local ERS Assessors

All ERS assessors who rate early learning sites in the QCC shall be external (independent) to the site being assessed and conduct the assessments in accordance

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with the policies and procedures set forth by the State Master Anchors. Assessors participate in a rigorous certification process and complete multiple practice observations to ensure they have learned how to use the scales/instrument to measure the quality of early childhood sites. Assessors are deemed reliable when they achieve and maintain a minimum of 85 percent reliability (agreement) with an Anchor. Only a Consortium/Hub-designated Regional ERS Anchor or a State MA is authorized to certify assessors for the QCC. Following initial certification, assessors should complete IRR every six months, at minimum, and recertify with a state MA every 18 months.

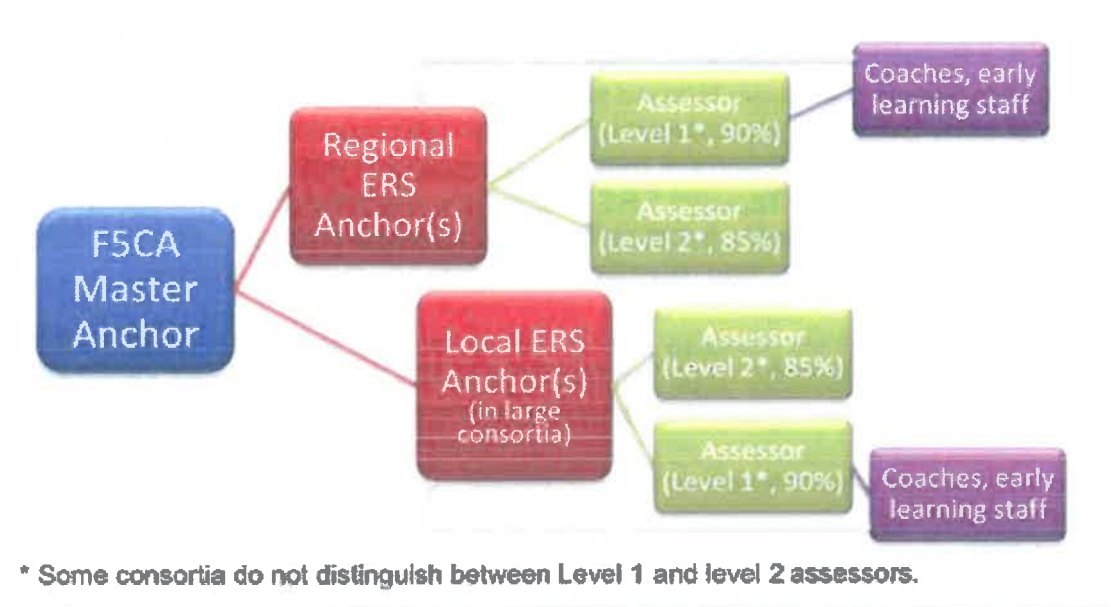
Assessors shall demonstrate reliability during IRR to continue to assess using the ERS tool. Assessors have up to three opportunities to pass IRR. Local consortia determine next steps after a third failed attempt at reliability during IRR.

There are two recommended levels of ERS assessor:

- **Level 1 ERS assessors** must achieve 90 percent reliability with an Anchor across three consecutive assessments for initial certification and recertification, and complete one assessment with a Regional ERS Anchor for IRR. Because of their higher level of reliability, consortia may (but are not required to) give Level 1 ERS assessors other responsibilities, such as carrying out IRR with Level 2 ERS assessors and reviewing reports written by Level 2 ERS assessors.
- **Level 2 ERS assessors** shall achieve 85 percent reliability with an Anchor across three consecutive assessments for initial certification and recertification, and complete one assessment with a Regional ERS Anchor or Level 1 assessor for IRR.

Some consortia do not distinguish between Level 1 and Level 2 ERS assessors, requiring all assessors to achieve and maintain a minimum of 85 percent reliability and use assessors only to carry out assessment responsibilities.

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VIII. Regional CLASS Trainers and Observers

Regional CLASS Affiliate Trainers

A CLASS Trainer is certified by Teachstone to conduct training on a specific tool and is called an Affiliate Trainer. The QCC recommends, but does not require, each region to identify a Regional CLASS Affiliate Trainer to support the region's CLASS needs. Regional CLASS Affiliate Trainers who work within the QCC are authorized to provide training to other partners within their local QRIS.

Geography and/or other needs may call for each consortium within a regional Hub to have its own consortium-dedicated affiliate trainer(s), or several consortia may elect to share a Regional CLASS Affiliate Trainer.

The Regional CLASS Affiliate Trainers should maintain annual certification through Teachstone. If authorized by the regional Hub, the Regional CLASS Affiliate Trainer may:

- Coordinate regional training and observer certification.
- Review reports written by CLASS observers.

CLASS Observers

Whether regional or consortia-specific, CLASS observers carry out assessments on applicable age-level tool(s) and complete reports, as applicable within a consortium or for several consortia within a regional Hub.

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CLASS observers must have proof of current certification from Teachstone demonstrating reliability on applicable tool.

CLASS Drift Testing

CLASS drift testing must be conducted at least one time between annual recertifications. The drift testing may be carried out in one of two ways:

- Online calibration during an assigned period of time – code one 20-minute video and achieve at least 80 percent reliability. Observers also may review a one-hour webinar debrief of the video after coding.
- Live double-code with an experienced CLASS-certified assessor identified by the consortium.

Observers must demonstrate reliability during drift testing to continue to observe using the CLASS tool. Observers have up to three opportunities to meet 80 percent reliability during drift testing. Between drift tests, observers may receive technical assistance from a State Master Anchor or Regional CLASS Trainer/Observer to support success. Hubs and/or local consortia determine next steps after a third failed attempt at drift test reliability.

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Appendix I: Quality Counts California Rating Matrix

Rating Matrix with Elements and Points for Consortia Common Tiers 1, 3, and 5

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS					
1. Child Observation	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with CA Foundational Frameworks ¹ twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
2. Developmental and Health Screenings	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physicians Report - Child Care Centers" or equivalent) used at entry, then: 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ABQ-SE, if indicated, at entry, then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2
CORE II: TEACHERS AND TEACHING					
3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)	<input type="checkbox"/> Meets Title 22 Regulations (Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 16 hours of training on preventive health practices)	<input type="checkbox"/> Center: 24 units of ECE/CD ² OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE/CD + 16 units of General Education OR Teacher Permit AND <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AAAS) in ECE/CD (or closely related field) OR AAAS in any field plus 24 units of ECE/CD OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually
4. Effective Teacher-Child Interactions: CLASS Assessments <small>(*Use tool for appropriate age group as available)</small>	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K • Emotional Support – 5 • Instructional Support – 3 • Classroom Organization – 5 Toddler • Emotional & Behavioral Support – 5 • Engaged Support for Learning – 3.5 Infant • Responsive Caregiving (RC) – 5.0	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K • Emotional Support – 5.5 • Instructional Support – 3.5 • Classroom Organization – 5.5 Toddler • Emotional & Behavioral Support – 5.5 • Engaged Support for Learning – 4 Infant • Responsive Caregiving (RC) – 5.5

1. Approved assessments are: Creative Curriculum GOLD, Early Learning Scale by National Institute of Early Education Research (NIEER), and Brigance Inventory of Early Development III.
2. For all ECE/CD units, the core eight are desired but not required.

Note: Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see total point range).

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ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
CORE III: PROGRAM AND ENVIRONMENT - Administration and Leadership					
5. Ratios and Group Size (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:5 Preschool Ratio of 1:12 <input type="checkbox"/> FCCN: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler– 3:12 Toddler – 2:12 Preschool– 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:9 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
6. Program Environment Rating Scale(s) (the tool for appropriate settings: ECERS-R, ITERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 6.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 6.5 OR Current National Accreditation approved by the California Department of Education
7. Director Qualifications (Centers Only)	<input type="checkbox"/> 12 units ECE/CD + 3 units management/ administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +with 3 units management/ administration OR Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units ECE/CD +with 6 units management/ administration and 2 units supervision OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units ECE/CD +with 8 units management/ administration OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +with 8 units management/ administration, OR Administrative Credential AND <input type="checkbox"/> 21 hours PD annually
TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2³	Common-Tier 3	Common-Tier 4	Local-Tier 5⁴
Centers 7 Elements for 35 points	Blocked (7 points) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCNs 5 Elements for 25 points	Blocked (5 points) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above

3. Local Tier 2: Local decision if Blocked or Points and if there are additional elements
4. Local Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 2015; Effective July 1, 2015

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Appendix II: Guidance for Rating Elements by Points

Core 1: Child Development and School Readiness

Element 1. Child Observation

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Program uses *evidence-based child assessment/ observation tool* once a year that covers all five domains of development

Detail: Local consortia may use the list of evidence-based child assessment/observation tools from the list below, create local guidelines, or both. Local criteria must include evidence that the tool is observational, annual, and, at minimum, assesses the following developmental domains: physical (gross and fine motor), social-emotional, cognitive, and communication.

Optional, partial list of evidence-based tools:

- High/Scope Child Observation Record (COR) for Infants and Toddlers
- High/Scope Preschool Child Observation Record (COR), Second Edition
- Work Sampling, Developmental Guidelines, Preschool 3
- Work Sampling, Developmental Guidelines, Preschool 4
- Learning Accomplishment Profile-3rd Edition (preschool)
- The Ounce Scale (infant/toddler)
- NIEER Early Learning Scale

Uses refers to any assessment, instrument, or tool that yields individual and group information. This term requires that the program accesses and analyzes results and those results (whether individual information or aggregated group data) are used to inform practice.

Random selection of two children's files per classroom during observation visits will provide evidence of use of evidence-based child assessment/observation for each child. (If a child has been in the program fewer than 60 days, another file may be reviewed.)

OC: Upload to iPinwheel

3 POINTS

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Indicator: Program uses *valid and reliable child assessment/ observation tool* aligned with California Foundations and Frameworks twice a year

Detail: Valid and reliable child observation tools must be approved by the California Department of Education prior to awarding the site three points for this element.

Currently approved tools are:

- Teaching Strategies GOLD® (Creative Curriculum) assessment
- Early Learning Scale by National Institute of Early Education Research (NIEER) available from Lakeshore Learning School Supply
- Brigance Inventory of Early Development III

Assessment tool developers must contact Serene Yee at syee@cde.ca.gov or 916-322-1048 if they wish to submit documentation of alignment with the *California Foundations and Frameworks*.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
OC: Upload to iPinwheel
2. Programs without assessment evidence from prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

4 POINTS

Indicator: DRDP (minimum twice a year) and results used to inform curriculum planning

Detail: All users of *Desired Results Developmental Profile* (DRDP) must use the DRDP 2015 version. Sites may choose, at their discretion, to use the comprehensive, fundamental, or essential view.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from the prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

Evidence should demonstrate that individual child assessments are considered when planning for learning experiences through which the curriculum goals will be achieved. Acceptable documentation is as follows: OC: Upload to iPinwheel

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1. Show use of DRDP and program has current NAEYC Accreditation **OR**
2. Show use of DRDP and provide current *Head Start* School Readiness Goals **OR**
3. Provide completed CD 4001B (Desired Results Developmental Profile Summary of Finding for the Classroom and Family Child Care Home Form) **OR**
4. Provide two of the following as evidence:
 - Written curriculum statements
 - Lesson plans
 - Planning webs
 - Notes from planning sessions with information on how a purchased curriculum (if used) considers assessment of child progress

5 POINTS

Indicator: Program uses DRDP twice a year and uploads into DRDP Online and results used to inform curriculum planning.

Detail: Use of *DRDP Online* is free to Head Start, state funded programs, and all QCC participating sites.

Twice-annual assessments are confirmed in the same manner as for four points above.

Evidence should demonstrate the use of domain scale reports when planning for individual and group learning experiences within the curriculum. *Desired Results Access* domain-level reports can be used for children with IFSPs and IEPs.

Core 1: Child Development and School Readiness

Element 2. Developmental and Health Screenings

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Title 22 Regulations require current immunization records for every child enrolled in the family child care home or center. Family child care homes use form PM 286, available at <http://www.cdph.ca.gov/pubsforms/forms/CtrldForms/cdph286.pdf> and centers use form LIC 701, available at <http://www.dss.cahwnet.gov/cdssweb/PG166.htm>. Forms must be printed on blue paper. **Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive 1 point for this element.**

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2 POINTS

Indicator: Health Screening Form (Community Care *Licensing form LIC 701* "Physician's Report - Child Care Centers" or equivalent) used at entry, then:

1. Annually **OR**
2. Ensures vision and hearing screenings annually

Detail:

Used at entry then annually: Requires the program to collect form LIC 701 (or equivalent) at the child's entry into the program and annually or at the beginning of each program year.

Conducts (or collects) screening: If vision and hearing screening are used as the method of meeting this standard, programs may:

- Use information from a doctor's or specialist's screening
- Conduct vision and health screenings at the site
- Use information from a doctor/specialist and conduct vision and health screening at the site

In instances where the site has difficulty meeting the annual requirements for one or more returning children (after collection of Health Screening Form LIC 701 upon entry), monitors may accept one or both of the following forms of evidence of health screening during subsequent years of a child's attendance:

- Parent "opt-out" form or equivalent evidence that parent denied resubmittal of Health Screening Form and/or denied screening
- Detailed documentation of repeated attempts to obtain Health Screening Form and/or parent consent when conducting file review

OC: Upload to iPinwheel

3 POINTS

Indicator: *Program works with families* to screen all children using a **valid and reliable child screening tool** at entry and **as indicated by results thereafter AND**

Meets criteria for Point Value 2

Detail: Below is partial list of valid and reliable child screening tools. Other tools are acceptable at the discretion of the consortium with documentation of validity and reliability.

Partial List:

- Mullen Scales of Early Learning
- DIAL 3
- *Ages and Stages Questionnaire (ASQ)*

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- ESP: Early Screening Profiles
- ESI-R (Early Screening Inventory)
- Denver II
- Parents Evaluation of Developmental Status
- Parents Evaluation of Developmental Status – Developmental Milestones
- Battelle Developmental Inventory Screening Test
- Learning Accomplishment Profile-Diagnostic Screens

As indicated by the results thereafter, refers to the actions taken by the program to refer families to additional resources based on the results of the screening tool.

Beginning at this point value, both centers and family child care homes must use a developmental screening tool or produce proof of one of the items below:

- IFSP/IEP
- Evidence of screening in another venue (must have actual screen or documented results)
- Parent “opt-out” form or equivalent evidence that parent denied screening
- Detailed documentation of repeated attempts to obtain parental consent when conducting file review

In addition to providing evidence through the file review process that 100 percent of children are screened, the site must provide evidence for how the screening and referral process works at the site level.

OC: Upload to iPinwheel

4 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ** at entry and as indicated by results thereafter **AND**

Meets criteria from Point Value 2

Detail: Program works with families means:

- Families are engaged in the screening process.
 - Results are shared with the family in a confidential and supportive manner.
 - Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.
- OC: Upload to iPinwheel

For definitions of ASQ, see glossary.

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5 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ & ASQ-SE**, if indicated, at entry, then as indicated by results thereafter **AND**

Program staff use children's screening results to make referrals, implement intervention strategies, and adaptations as appropriate **AND**

Meets criteria for Point Value 2

Detail: For definition of *Ages and Stages Questionnaire-Social Emotional (ASQ-SE)*, see glossary.

"If indicated" is a local decision acting in the best interest of the child.

OC: Upload to iPinwheel

OC: Intervention Strategy Options Element 2-Developmental and Health Screenings (5 point) Program staff implements strategies and adaptations based on individual child's screening results and/or parent concerns.

- Lesson plans - showing intervention strategies for area of concern.
- PLC documentation - showing what strategies will be used for area of concern.
- District School Readiness documentation - outcomes from specialist / parent / teacher meeting with strategies the teacher will implement. This could be a meeting with the early education collaborative team or SRN and teacher.
- Documentation gathered from observations, outlining strategies that will be used in the classroom for area of concern.
- Parent Teacher Conference notes - outlining what strategies will take place based on screening or parent concern.

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Core 2: Teachers and Teaching

Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator:

Center: 24 units of ECE/CD (core 8)

FCCH: 12 units of ECE/CD (core 8)

OR

Associate Teacher Permit

Detail: In Point Values 2 through 5, qualifications are entered into the workforce registry for all lead teachers employed at the site AND no less than 75 percent of them must meet requirements in Point Values 2 through 5. All higher education units are calculated by semester units (quarter units are converted to semester units).

Total # of Lead Teachers	# Needed to Meet Requirement
2	2
3	3
4	3
5	4
6	5
7	6
8	6
9	7
10	8

In Point Values 3 through 5, staff in family child care homes (FCCH) and centers are held to the same educational standard.

Point Value 2 is equivalent to the Associate Teacher Permit for family child care homes and centers. Teachers who applied for the permit may substitute verification of application, in lieu of the transcript, for review.

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An expired permit can meet the requirements for Point Values 2 through 5 as long as the qualifications are consistent with current permit requirements.

The California Commission on Teacher Credentialing (CTC) Child Development Permit Matrix can be found at the following link https://www.ctc.ca.gov/docs/default-source/leaflets/cl797.pdf?sfvrsn=665bc585_0

For questions regarding Montessori certifications and their equivalent, see Title 22 licensing section 101216.1.

For obtaining translations and determining the status of foreign educational institutions, contact the International Education Research Foundation, Credentials Evaluation Service, www.ietf.org. Additional organizations approved by CTC for transcript evaluation can be found at https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a_8.

Core 8 courses are desired but not required.

Each group of children must have at least one designated lead teacher. The lead teacher must spend the vast majority of time with one group of children who attend at the same time rather than divide time between classrooms or float among groups. The group size is determined by the point value of the rating. The above is based on the NAEYC accreditation definition of a teacher.

For the purposes of rating a licensed FCCH, the lead teacher is defined as the adult who is the owner and full-time operator of the FCCH. If the owner is not teaching the children, the FCCH lead teacher is defined as the adult with the highest degree who spends the vast majority of time with the children. A group of children in an FCCH is defined as those children who are enrolled in the FCCH. The group size is determined by licensing requirements based on the ages of the children enrolled.

3 POINTS

Indicator: 24 units of ECE/CD and 16 units of General Education

OR

Teacher Permit AND

21 hours professional development (PD) annually

Detail: Point Value 3 is equivalent to the Teacher Permit.

Professional development activities may include classes, documented workshops, coaching sessions, equivalency of coursework, or other activities as determined locally by consortium. PD activities should stem from the needs of the teacher and program, based on the individual professional growth plan and/or the site's Quality Improvement Plan. Professional development includes, but is not limited to, the QCC Continuous Quality Improvement Framework.

Annually in regard to PD is a 12-month period and can be calculated from the point of enrollment in QCC or as otherwise defined by the local consortium.

Method to verify 21 hours of professional development is a local consortium decision.

OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

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4 POINTS

Indicator: Associate's degree (AA/AS) in ECE/CD or closely *related field*

OR

AA/AS in any field plus/with 24 units of ECE/CD **OR**

Site Supervisor Permit **AND**

21 hours PD annually

Detail: Point Value 4 is equivalent to the Site Supervisor Permit.

Consortium may accept at its discretion Option two of the Teacher Permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

For Point Values 4 and 5, a BA degree in a closely related field, such as Education or Human Development, may be counted as a related field IF a substantial amount of the coursework was focused on young children ages 0 to 5. "Substantial" is calculated by the workforce registry and is aligned with the California Commission on Teacher Credentialing's approach.

OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

5 POINTS

Indicator: Bachelor's degree in ECE/CD **OR**

BA/BS in any field plus/with 24 units of ECE/CD that conform to permit requirements **OR**

Master's degree in ECE/CD **OR**

Program Director Permit **AND**

21 hours PD annually

Detail: Point Value 5 is equivalent to the Program Director Permit.

Consortia may accept at their discretion option two of the Master Teacher permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

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Core 2: Teachers and Teaching

Element 4. Effective Teacher-Child Interactions: CLASS® Observations (*Use tool for appropriate age group as available)

1 POINT

Indicator: Not applicable

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with CLASS (e.g., two-hour overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)

Detail: The decision about what constitutes *familiarity with CLASS* is a local one.

It is recommended that CLASS presentations be conducted by a Certified CLASS Trainer.

OC: Familiarity means have completed 3 to 6 hour intro to CLASS training at any point prior to final site rating validation. Site must meet this requirement in order to be eligible for independent CLASS assessment scores to count towards rating.

3 POINTS

Indicator: Independent CLASS assessment by reliable observer (using the appropriate tool) to inform the program's professional development/ improvement plan

Detail: While results of the independent CLASS observation will be used to inform the site's Quality Improvement Plan, evidence of having a Quality Improvement Plan in place is not a requirement for a point value of three.

CLASS reliability must be renewed annually and is available for the Infant, Toddler, and Pre-K CLASS tools. A *reliable CLASS observer* should be able to provide a certificate indicating current reliability (issued within the previous 12 months).

In classrooms with multiple age groups, it is a local decision as to whether to use the age level tool appropriate for the highest number of children or to alternate two tools. If children are equally distributed, consult Teachstone (www.teachstone.org) for advice.

4 POINTS

Indicator: Independent CLASS observation by reliable observer (using the appropriate tool) with minimum CLASS domain scores:

Pre-K:

- Emotional Support Domain (ES) – 5
- Instructional Support Domain (IS) – 3
- Classroom Organization Domain (CO) – 5

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Toddler:

- Emotional & Behavioral Support Domain (EBS) – 5
- Engaged Support for Learning Domain (ESL) – 3.5

Infant:

Responsive Caregiving Domain (RC) – 5.0

5 POINTS

Indicator: Independent assessment with CLASS (for appropriate age group as available) with minimum CLASS domain scores:

Pre-K:

- ES – 5.5
- IS – 3.5
- CO – 5.5

Toddler:

- EBS – 5.5
- ESL – 4

Infant:

RC – 5.5

DETAIL (POINTS 4 & 5)

Detail: Minimum scores are recommended by Teachstone, LLC, and based on research on the CLASS and on the design of QCC.

Each classroom rated will receive an individual point value based on the tool used and the domain cutoff scores. Average all classroom points and drop the decimal to obtain the final site points on this element.

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Example:

Classroom	Domain Score	Domain Score	Domain Score	Points for Element
Pre-K Alligators	ES 5.42	IS 3.13	CO 5.89	4
Pre-K Bears	ES 5.10	IS 2.95	CO 5.68	3
Toddler Dragonfly	EBS 5.15	ESL 3.32		3
Infant Ladybugs	RC 5.11			4

1. Total the points earned by classroom
 $4 + 3 + 3 + 4 = 14$
2. Divide by number of classrooms observed = 4
3. Obtain average points for observed classrooms
 $14 \div 4 = 3.5$
4. Drop the decimal to determine final point value for the site for this element
Site points for Element 4 (Teacher-Child Interactions) = 3

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Core 3: Program and Environment

Element 5. Ratios and Group Size (Centers Only)

1 POINT

Indicator: Center: Title 22 Regulations

Infant Ratio of 1:4

Toddler Option Ratio of 1:6

Preschool Ratio of 1:12

FCCH: Title 22 Regulations

(excluded from point values in ratio and group size)

2 POINTS

Indicator: Center:

Infant/Toddler Ratio of 4:16

Toddler Ratio of 3:18

Preschool Ratio of 3:36

3 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12

Toddler Ratio of 2:12

Preschool Ratio of 2:24

4 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12 or 2:8

Toddler Ratio of 2:10

Preschool Ratio of 3:24 or 2:20

5 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:9 or better

Toddler Ratio of 3:12 or better

Preschool Ratio of 1:8 and group size of no more than 20

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DETAIL (POINTS 1, 2, 3, 4 & 5)

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Volunteers may not be used in ratio and group size calculations. Title 22 regulations require that adult: child ratios include only employed adults.

Ages: group size

- Infant - A child aged birth to 18 months.
- Toddler - A child who is 18 to 36 months of age.

Based on Education Code Section 8265.5

- Preschooler - A child who is three years of age to kindergarten entry. The child's third birthday must be on or before September 1.

Based on Management Bulletin 14-02

Ratios

Centers must meet the Community Care Licensing standards at a minimum.

Staff must meet the needs of the children in attendance and provide visual observation and supervision at all times. Centers may need additional staff depending on the age of children and their needs. Additional staff are needed for backup. An aide cannot be left alone with children except during naptime and to escort them to the restroom.

- One teacher can supervise no more than 12 children.
- One teacher and one aide can supervise up to 15 children.
- A fully qualified teacher and an assistant with six early childhood education units can supervise up to 18 children.
- A ratio of one teacher or aide for 24 napping children is permitted, provided the additional staff to meet the "awake" ratios are immediately available at the center.

Based on California Code of Regulations, Title 22 section 101216.3, Ratios and group size are verified through:

- In-person visit for Point Values 3 through 5 (checked during the ERS assessment)
- Self-report in portfolio and certified through portfolio certification process
OC: Upload to iPinwheel

How to handle out-of-ratio and child endangerment is a local decision. The California Child Abuse Reporting Law must be followed (Penal Code Sections 11165-11174.3).

Ratio and group size scores will be reported as follows:

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As with the CLASS rating, individual point values for each classroom will be determined for the ratio/group size element based on the Rating Matrix. Each classroom's rating is averaged for the site rating. The decimal is dropped and the whole number will be reported as the points for this element.

Example:

Infant Room point value of 4

Toddler Room point value of 3

Preschool Room A point value of 2

Preschool Room B point value of 3

Preschool Room C point value of 2

$$4 + 3 + 2 + 3 + 2 = 14$$

$$14 \div 5 = 2.8$$

Overall points for ratio/group size = 2

Core 3: Program and Environment

Element 6. Environment

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan

Detail: *Familiarity with ERS* can include having attended overview orientations, webinars, training, college courses in which the tool was presented, and/or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing assessments or observations. The decision about what constitutes familiarity is a local one.

OC: Familiarity with ERS is any of the above examples, completed by one person at the site, at any point prior to site rating validation. Must meet familiarity in order for ERS scores to count towards site rating.

3 POINTS

Indicator: Assessment on the whole tool.

Results used to inform the program's Quality Improvement Plan.

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Detail: Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other methods determined locally to enable teachers/sites to review environment quality and set goals for improvement. Requirements for three points should be greater than requirements for two points. Consortia may continue using an external assessor at three points, but a minimum score would not be used for site rating.

4 POINTS

Indicator: Independent ERS assessment. All subscales completed and averaged to meet overall score of 5.0

Detail: Independent (external) assessment is conducted by an entity or persons not part of the program (third-party) who is currently reliable on the tool, including assessments conducted by CDE's trained and reliable assessors.

As with the CLASS and ratio/group size elements, each classroom will be assessed using the appropriate tool for the setting. Each selected classroom is assigned a point value based on the ERS score. Points for assessed classrooms are averaged for the site rating. The decimal is dropped and the whole number is reported as the site's points for this element.

Individual classroom scores are calculated by adding item scores and averaging by the total number of items.

Classroom	Classroom ERS Score	Classroom Points	Points average	Total Element 6 Points
A	5.37	4	4.67	4
B	5.63	5		
C	5.50	5		

In classrooms with multiple age groups, use the age level tool appropriate for the majority of children. If children are equally distributed, consult the State Master Anchors for advice.

5 POINTS

Indicator: Independent ERS assessment. All subscales completed and averaged to meet overall score of 5.5

OR

Current National Accreditation approved by the California Department of Education

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Detail: See Point Value 4 Detail for requirements of independent assessment.

National Accreditation may be used to satisfy the Point Value 5 criteria as an alternative to achieving a minimum ERS scale score of 5.5. Currently, National Accreditation at Point Value 5 refers to the National Association for the Education of Young Children (NAEYC).

Other National Accreditation must be approved by the California Department of Education prior to awarding the site five points for this element.

The rated site has the option to choose to earn five points through either independent assessment or national accreditation.

Core 3: Program and Environment

Element 7. Director Qualifications (Centers Only)

1 POINT

Indicator: 12 units of core ECE/CD (early childhood education, child development, family/consumer studies, or related field), plus 3 units in management/ administration.

2 POINTS

Indicator: 24 units of core ECE/CD, plus 16 units of General Education, plus 3 units of management/ administration

OR

Master Teacher Permit

3 POINTS

Indicator: Associate's degree with 24 units of core ECE/CD, plus 6 units of management/ administration plus 2 units of supervision **OR**

Site Supervisor Permit **AND**

21 hours PD annually OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

4 POINTS

Indicator: Bachelor's degree with 24 units of core ECE/CD, plus 8 units of management/ administration

OR

Program Director Permit **AND**

21 hours PD annually OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

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5 POINTS

Indicator: Master's degree with 30 units' core ECE/CD including specialized courses, 8 units of management/ administration

OR

Administrative Credential **AND**

21 hours PD annually OC: 21 hours of PD is self-report in iPinwheel. All types of PD count.

DETAILS (POINTS 1, 2, 3, 4 & 5)

Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Center director is responsible for:

- Scheduling staff in accordance with licensing requirements and site needs
- Managing of all aspects of employee relations including performance review and training
- Meeting all licensing regulations, agency policies and procedures and the Education Code as applicable
- Accurate update of records on site including but not limited to enrollment, attendance, meal counts, daily logs, curriculum, child observations, and parent participation
- The Designee for ensuring implementation of requirements of funding, including assessment, screening, curriculum, etc.
- The legal Designee to send and/or receive legal documents (i.e., restraining orders, suspected child abuse reports, unusual incident reports, etc.)

A director who is responsible for two or more sites may serve as the "program director" of all of the site locations provided that a person meeting qualifications at Point Value 1 is employed for each individual site/location. In this instance, both the "program director" and a designated lead teacher will meet the educational qualifications of center director.

Based on the California Code of Regulations, Title 22 sections 101215 and 101215.1

For example, state preschools located on the grounds of elementary school may have a "program director" of all the state preschool locations; however, at least one teaching staff person of a state preschool on each site must meet the educational qualifications of "center director."

Method to verify 21 hours of professional development is a local consortium decision.

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Note for clarification: Due to changes in course offerings of administration/management and supervision in colleges in California, if a course includes content in both administration/management AND supervision in ECE/CD, the two semester units will be met for three points.

For Point Values 2 through 5, qualifications are entered into the workforce registry for all administrators employed at the site. All higher education units are calculated by semester units (quarter units are converted to semester units).

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Glossary

Age groups are defined by QCC as:

- Infants – Birth through 17 months, or as defined by the assessment tool
- Toddlers – 18 through 35 months, or as defined by the assessment tool
- Preschool – 36 months through kindergarten entry, or as defined by the assessment tool

Ages and Stages Questionnaire® (ASQ) is a series of 19 parent-completed questionnaires designed to screen the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, personal social skills, and overall development across time. The age-appropriate scale is completed by the parent or caregiver. The items on the scale represent behaviors the child should be able to perform at that age.

Ages and Stages Questionnaire®: Social Emotional (ASQ:SE) Modeled after the ASQ, the ASQ: SE is a series of questionnaires about young children’s social and emotional development. Identifying behavior through ASQ:SE-2 paves the way for next steps to helping children reach their fullest potential, such as further assessment or specialized intervention or ongoing monitoring.

California State Preschool Programs serve eligible three- and four-year-old children in part-day and full-day services that are developmentally, culturally, and linguistically appropriate. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

Center director provides direct on-site supervision and administrative support to teaching staff and children, provides ongoing communication with public and private agencies, and support to families in an early care setting with at least one classroom. For additional clarification, see the Detail section under Element 7 in this guide.

Certified CLASS® observer is a person who has attended a CLASS Observation Training and who has passed a CLASS Reliability Test within the past year. A Certified CLASS Observer has demonstrated a solid understanding of the CLASS tool and is qualified to code classrooms using the CLASS observation tool.

Classroom Assessment Scoring System® (CLASS®) is an observation tool designed by the University of Virginia to measure the quality of classroom processes and teacher-child interactions.

CLASS Affiliate Trainer receives certification through Teachstone, LLC. Certification is given to trainers who pass reliability on the CLASS tool and participate in Teachstone’s Train-the-Trainer program. These trainers should be able to produce a certificate

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indicating that they successfully completed the Train-the-Trainer program along with a certificate demonstrating their current reliability on the CLASS tool (must be renewed annually). Certification is specific to each CLASS tool and its associated age group.

CLASS observation, also known as a CLASS assessment, is conducted by a Certified CLASS Observer.

Classroom is defined for the purpose of the QCC as:

- One teaching team using the same physical classroom space and working with the same age group.
- A group of children under a single teaching team. A classroom may be full-day or half-day. The definition of “group=classroom” in half-day morning and afternoon preschool is based on the consistency of the teaching team and consistency of the ages of children served.

Core 8 courses:

1. Child Growth and Development
2. Child, Family, and Community
3. Introduction to Curriculum
4. Principles and Practices of Teaching Young Children
5. Observation and Assessment
6. Health, Safety, and Nutrition
7. Teaching in a Diverse Society
8. Practicum

Desired Results Developmental Profile (DRDP) is a child observational assessment (not inclusive of the Desired Results for Children and Families – Parent Survey (optional)).

Desired Results Access supports special educators, administrators, and families in implementing the California Department of Education’s Desired Results Developmental Profile (DRDP (2015)) for infants, toddlers, and preschoolers who have an IFSP or IEP

DRDP Online creates psychometrically valid reports for teachers and also meets the QCC requirements of state-level data.

Early learning site An early learning site is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

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Evidence-based child assessment/observation tool provides the level of evidence to support the generality of a practice as indicated by research. Evidence may come from empirical evidence, through evaluation reports by an outside source or the developer, or by consensus documents published by a professional organization.

Familiarity with CLASS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the CLASS assessment tool. This can include having attended overview orientations, webinars, training, college courses in which the tool was presented, or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing observations.

Familiarity with ERS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the relevant ERS assessment tool.

Group of children are children who are assigned for most of the day to a specific teacher or a team of teaching staff members and who occupy an individual classroom or well-defined space in a center. For FCCH, the number of children who are enrolled in the FCCH.

Head Start/Early Head Start are federally funded programs promoting school readiness of children under the age of five years from low-income families through education, nutrition, health, social, and other services.

In good standing refers to a licensed child care center or family child care home that currently does not have any of the following: (1) a non-compliance conference; (2) an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and (3) a probationary license. (See Health and Safety Code Sections 1596.773 and 1596.886.)

Lead Teacher is the adult with primary responsibility for a group of children. For the purposes of rating an early childhood classroom, lead teacher is the adult who meets the minimum licensing requirements as a teacher and any additional requirements for the point-level of the rating. When there is more than one teacher working in a group, the lead teacher shall be considered the person with the highest degree.

Participating sites are licensed centers, family child care homes, and license-exempt settings. Priority is given to participating programs that are serving children with high needs.

Professional Development refers to 21 hours of professional development or continuing education per year, consistent with the professional growth activities described in the Commission on Teacher Credentialing Child Development Permit Professional Growth Manual (http://www.ctc.ca.gov/credentials/manuals-handbooks/PG_Manual_ChildDev.pdf), pages 8 & 9.

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Points in QCC are based on sites' level of implementation of each quality element.

Program works with families means families are engaged in the screening process. The results are shared with the family in a confidential and supportive manner. Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

Quality Rating and Improvement System (QRIS) is a “method to assess, improve, and communicate the level of quality in early care and education settings”³.

Regional Coordination and Training and Technical Assistance Hubs (Hubs) are developed for consortia participating in First 5 IMPACT and QCC. The primary focus of the Hubs is to provide coordination and specialized support to consortia within a region or with similar technical assistance needs to create economies of scale while building a local early learning system. As a regional body, the Hubs are required to:

- Help consortia identify local and regional strengths and assets, and determine local and regional gaps and needs
- Coordinate regional data collection and activities to implement the QCC elements and Systems Functions
- Reduce regional duplication of efforts
- Build local and regional expertise, and incorporate state and federal evidence-based practices models
- Maintain a strong connection to the QCC

Related Field refers to Education, Human Development, or a similar unit-based course that may be counted as a “child development related field” when a “substantial” amount of the coursework is focused on young children ages 0-5. QCC defers to the CTC and the Workforce Registry to determine whether coursework qualifies as a related field.

Reliable CLASS observer is an individual who has demonstrated their ability to observe and rate classrooms based on the CLASS quality indicators.

Teaching team consists of the same group of teachers over time.

Valid and reliable child assessment/observation tool refers to any assessment or tool whereby implementation from one time to the next and from one observer/implementer to the next is likely to yield the same results (reliability), and the instrument or tool measures what it says it measures in the defined audience or group (validity). Often, instrument validity is limited to a specific language, culture, or age group.



QUALITY START TO CQRIS Rating Matrix for Centers

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
1. Child Observations All Children	Not required	Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	Program uses valid and reliable child assessment/ observation tool aligned with CA <i>Foundations & Frameworks</i> twice a year (from QRIS approved list)	Program uses DRDP (any view) at least twice a year, and DRDP data is used to inform ongoing curriculum planning	Program uses DRDP (any view) at least twice a year, and DRDP data is used to inform ongoing curriculum planning AND Program uploads results to DRDP Online
2. Health and Developmental Screenings All Children	Meets Title 22 Regulations: Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent used at entry, AND repeat LIC 701 annually, OR Ensures vision and hearing screenings are conducted annually	Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent used at entry, AND repeat LIC 701 annually, OR Ensures vision and hearing screenings are conducted annually	Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND Meets Criteria from 2 point	Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND Meets Criteria from 2 point	Program works with families to ensure screening of all children using the ASQ, and the ASQ-SE if indicated, at entry and then as indicated by results thereafter AND Staff use children's screening results to make referrals AND implement intervention strategies and adaptations as appropriate AND Meets Criteria from 2 point
3. Minimum Qualifications for Designated Lead Teacher	Meets Title 22 Regulations: 12 units of Early Childhood Education (ECE)/Child Development (CD)	Associate Teacher Permit OR 24 units of ECE/CD OR Associate Teacher Permit	Teacher Permit OR 24 units of ECE/CD + 16 units of General Education AND 21 hours professional development (PD) annually	Site Supervisor Permit OR Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD AND 21 hours PD annually	Program Director Permit OR Bachelor's degree or higher in ECE/CD (or closely related field) OR in any field plus 24 units of ECE/CD AND 21 hours PD annually
4. Effective Teacher-Child Interactions: 1/3 minimum sample of classrooms will be assessed	Not Required	Familiarity with CLASS for appropriate age group as available by one representative from the site	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms. Results used to inform the program's continuous Quality Improvement Plan. No minimum score required.	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms, with minimum Domain scores*: Pre-K <ul style="list-style-type: none"> Emotional Support - 5 Instructional Support - 3 Classroom Organization - 5 Toddler <ul style="list-style-type: none"> Emotional & Behavioral Support - 5 Engaged Support for Learning - 3.5 Infant <ul style="list-style-type: none"> Responsive Caregiving (RC) - 5.0 	Independent CLASS assessment by reliable observer in at least 1/3 of classrooms, with minimum Domain scores*: Pre-K <ul style="list-style-type: none"> Emotional Support - 5.5 Instructional Support - 3.5 Classroom Organization - 5.5 Toddler <ul style="list-style-type: none"> Emotional & Behavioral Support - 5.5 Engaged Support for Learning - 4 Infant <ul style="list-style-type: none"> Responsive Caregiving (RC) - 5.5

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
5. Ratios and Group Size: All Classrooms	Meets Title 22 Ratio Regulations: Infant 1:4 Toddler 1:6 Preschool 1:12	Ratio: Group Size* Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	Ratio: Group Size* Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	Ratio: Group Size* Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	Ratio: Group Size* Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio, group size maximum 20
6. Program Environment : 1/3 minimum sample of classrooms will be assessed	Not Required	Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	ERS assessment in at least 1/3 of classrooms. Results used to inform the program's Continuous Quality Improvement Plan. No minimum score required.	Independent ERS assessment by reliable observer in at least 1/3 of classrooms, with minimum ERS classroom overall score average of 5.0*	Independent ERS assessment by reliable observer in at least 1/3 of classrooms, with minimum ERS classroom overall score average of 5.5 OR Proof of current NAEYC Accreditation
7. Program Director Qualifications	Meets Title 22 Regulations: 12 units ECE/CD+ 3 units management/administration	Master Teacher Permit OR 24 units ECE/CD + 16 units General Education +/-with 3 units administrative on	Site Supervisor Permit OR Associate's degree with 24 units ECE/CD + 6 units administration and 2 units supervision AND 21 hours PD annually	Program Director Permit OR Bachelor's degree in ECE/CD (or closely related field), OR in any field plus 24 units ECE/CD + 6 units administration and 2 units supervision AND 21 hours PD annually	Master's degree or higher in ECE/CD (or closely related field), OR in any field plus 30 units ECE/CD + 6 units administration and 2 units supervision OR CA Administrative Services Credential AND 21 hours PD annually

Calculating Site Star Rating

A Site's Star Rating is determined by totaling all points earned at the highest point value in each QRIS Element.

★	★★	★★★	★★★★	★★★★★
Point Range 1-7 points*	Point Range 8 to 19**	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 to 35

*The One Star column is "blocked", meaning a site cannot exceed One Star, regardless of total points earned, unless all elements are scored at the 1 Point level or above.

**The Two Star column is "blocked", meaning a site cannot exceed Two Stars, regardless of total points earned, unless all elements are scored at the 2 Point level or above.

EXHIBIT "E"

Technology Services Agreement

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TECHNOLOGY SERVICES AGREEMENT FOR CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This Agreement is entered into between City of La Habra ("School District/Agency") and Early Quality Systems, LLC ("Consultant") on July 1, 2021 ("Effective Date".)

WHEREAS, the School District/Agency is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party Consultant must include certain terms; and

WHEREAS, the School District/Agency and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Consultant from School District/Agency continue to be the property of and under the control of the School District.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: Pinwheel is an adult-managed data Systems for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data Systems for infant, toddler and preschool programs. Unlike K12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

Early Quality Systems Personally Identifiable Information Review Policy:

Early Quality Systems provides Pinwheel™ data Systems which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

EQS Security and Confidentiality Program- Policies and Procedures

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- * All employees and independent contractors are responsible for complying with the Early Quality System's Program.
- * Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- * Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- * All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- * All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality System's information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality System's Program. Training will recur

at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.

* Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:

- Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
- Locking rooms and file cabinets where paper records are kept.
- Using password-activated computer software, Systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
- Using strong passwords (at least eight characters long and alpha-numeric).
- Changing passwords periodically, and maintaining the security of passwords.
- Sending electronic information over secure channels only.
- Appropriately disposing of paper and electronic records.
- Other training as determined appropriate by management from time to time.

* Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.

* All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Systems management.

* Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.

* All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

Information Systems

* In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems shall implement, maintain and enforce the following information System safeguards:

- All records containing customer information shall be stored and maintained in a secure area located in the United States.

- Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.

- All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.

- Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.

- Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer Systems with a direct Internet connection.

- All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location in the United States as determined by the *EQS Security and Confidentiality Program Coordinator*.

* All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.

- Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality Systems directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.

- Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.

- Early Quality Systems shall require by contract that inbound transmissions, including emails with attachments, of customer information delivered to the Early Quality Systems via other sources be encrypted or otherwise secured.

- All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program Coordinator*.

- To the extent sensitive data must be transmitted to the Early Quality Systems by electronic mail, such transmissions shall be password controlled, encrypted and/or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.

- The *EQS Security and Confidentiality Program Coordinator* shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Systems and with the Early Quality System's business partner and vendors.

* Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.

* All paper transmissions of customer information by the Early Quality Systems shall be performed on a secure basis.

- Sensitive customer information shall be properly secured at all times.
- Customer information delivered by the Early Quality Systems to third parties shall be kept sealed at all times.
- Paper-based customer information shall not be left unattended at any time it is in an unsecured area.

* All customer information shall be disposed of in a secure manner. Early Quality Systems will provide a letter of completion to the School District when all customer information is disposed of (e.g., erased, or destroyed) at the end of the contract term.

- The *EQS Security and Confidentiality Program Coordinator* shall supervise the disposal of all records containing customer information.

- Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
- All hardware shall be effectively destroyed.
- All customer information shall be disposed of in a secure manner after any applicable retention period.

* The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality Systems computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.

* The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information. Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Systems Failures:

In keeping with the objectives of the Program, the Early Quality Systems shall implement, maintain and enforce the following attack and intrusion safeguards:

* The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality Systems has adequate procedures to address any breaches of the Early Quality System's information safeguards that would materially impact the confidentiality and security of customer information.

* The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer Systems, etc.

* The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.

* The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality System's computer vendors from time to time to ensure that the Early Quality Systems has installed the most recent patches that resolve software vulnerabilities.

* Early Quality Systems shall utilize anti-virus software that updates automatically.

* Early Quality Systems shall maintain up-to-date firewalls.

* The Program Coordinator shall manage the Early Quality System's information security tools for employees and pass along updates about any security risks or breaches.

* The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.

* The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.

* The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access or breach.

Risk Systems

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk Systems to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk Systems shall cover all relevant areas of the Early Quality Systems operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk Systems shall cover the following:

- Employee training and management;
- Information Systems, including network and software design, as well as
- Information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other Systems failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality System's customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality System's current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality System's safeguards' key controls, Systems, and procedures, to ensure that all safeguards implemented as a result of the risk Systems are effective to control the risks identified in the risk Systems. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality System's service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality Systems for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality Systems to

ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality System's safeguarding requirements.

Periodic Reevaluation of the Program

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality System's operations, business or information technology arrangements; or
- Any other circumstances that the *EQS Security and Confidentiality Program Coordinator* knows, or has reason to know, may have a material impact of the Program. In order to assist the *EQS Security and Confidentiality Program Coordinator* in the regard, the Early Quality Systems shall keep the *EQS Security and Confidentiality Program Coordinator* apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality System's customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to OCDE, School District, and an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

Early Quality Systems Unauthorized Disclosure of Pupil Record Data Action Plan:

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems(EQS) Program Coordinator:

- * Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- * Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- * Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- * Immediately determine the status of the breach (on-going, active, or post breach).
- * If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Systems/data and preserve evidence for investigation.
- * Document all mitigation efforts for later analysis.

- * Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- * If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
- * Identify all affected data, machines, and devices.
- * Conduct interviews with key personnel and document facts (if criminal activity is suspected,
 - * coordinate these interviews with law enforcement).
- * When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- * Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- * Reach out to data owners as soon as possible to notify them about the breach.
- * Foster a cooperative relationship between the incident response team and data owners.
- * Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

Early Quality Systems-End of Contract Data Transfer Process:

Early Quality Systems provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired. Contract data may downloaded by following these steps:

- * Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment all Pinwheel downloads are done via SSL browser should be set to download on a secure/encrypted drive

* Download all data by following these steps in Pinwheel, Log on as admin user. from main menu go to exports page for each data item select item type (radio button) and then select export each export file will be downloaded as an excel file

* Alternatively log on as statistical analysis user create workspace select all data files in Pinwheel download all Pinwheel files using links on Statistical Analysis Data Files each export file will be downloaded as a CSV file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Early Quality Systems FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, LLC. (EQS) Student Information Systems and Program Management Systems, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information Systems and Program Management Systems. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA.

As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.

The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

CITY OF LA HABRA

EARLY QUALITY SYSTEMS, LLC

Authorized Signature



Authorized Signature

Printed Name and Title

Claire Marie Crandall, Director

Printed Name and Title

Date _____

Date **February 24, 2022**

California AB 1584 Compliance Checklist for School District Technology Services Agreements

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

EXHIBIT “F”

California Early Care and Education Workforce Registry Privacy Policy

California Early Care and Education Workforce Registry Privacy Policy

The California Early Care and Education (“ECE”) Workforce Registry (the “Registry”) takes the protection of personal information seriously and we are committed to maintaining the security and integrity of your personal information. This notice tells you why and how we collect, share, and protect your personal information. Please read this notice carefully.

A. How you can use information in the Registry

Your membership in the Registry is a benefit to you because it maintains an easily accessible record of your education, training, and employment. This record can be used for career advancement, program reporting, accreditation, and for applying for stipends and scholarships. You also have access to professional development opportunities, a job board, and a resume builder. Your membership is also a benefit to the ECE field as a whole, as we help programs, researchers, and policy makers improve the quality of care and education for young children.

B. How we use information in the Registry

The Registry is a data system that maintains information about individuals working in the ECE field. The Registry can be used in different ways by ECE professionals, programs, public officials, and advocates. Information in the Registry will be used to:

- Bring professional recognition to the ECE Workforce
- Assist members of the ECE workforce and their supervisors with professional development planning and accessing professional development opportunities
- Assist members of the ECE workforce and their supervisors with documenting the education, training and/or professional certifications required by accrediting organizations like the National Association for the Education of Young Children (NAEYC), California Department of Education – Early Education Support Division and Quality Rating and Improvement Systems (QRIS)
- Inform policymakers and state planners about the ECE workforce in order to track progress toward state workforce goals
- Demonstrate the importance of increasing compensation to a level reflective of education, training, and experience

C. What type of personal information we collect

The type of personal information we collect and share depends on what you, your employer and administrators of the ECE workforce activities¹ in which you participate share with us. This information can include, but not be limited to:

- Contact and demographic information
- Current employment and work history
- Degrees, college coursework and training
- Professional certifications

D. How we protect your personal information

To protect your personal information from unauthorized access and use, the Registry employs a variety of security measures. These measures include digital safeguards, such as secure servers and encrypted data, as well as physical safeguards, such as secure files and buildings.

E. How we collect your personal information

We collect your personal information, when you:

- Create or update your Registry profile
- Submit education, professional certification and/or training documents
- Participate in training provided by an approved Training Sponsor

F. How you can access and update your personal information

Registry members² can access and update their personal data (e.g., contact and employment information) by logging into their account.

G. Who else can update my personal information

¹ ECE workforce activities can include professional development training, academic advisement and stipend and compensation programs.

² Registry members include all individuals who create and maintain a Registry profile.

Registry Administrators can add or update members' contact information, education, professional certifications, and training records because they are responsible for verifying this information. In addition, training sponsors can update members' training record by confirming participation in professional development and employers can update members and employment information.

H. How we share information

In most cases, members' personal information is not disclosed in a way that reveals their identity. Instead, information about all or a subset of Registry members is summarized and shared for specific purposes. These purposes include: ECE workforce planning, research and evaluation, program reporting, and public education. Personal information is not shared with other Registry members or the public.

The Registry provides access to or shares limited personal information to authorized officials that have a legitimate need to access the personal information for pre-determined purposes. Authorized officials include members' current employers and our affiliates³. Members' personal information will only be shared after a member applies for or participates in services provided by an affiliate. The types of personal information authorized officials may have access to are outlined in the table below.

Personal Information Accessible by Authorized Officials

Type of Information ⁴	Registry Administrators	Employers	Training Sponsors	QRIS Administrators	Professional Development Initiative Administrators (Stipends)	Compensation Initiative Administrators	CDE-EESD Field Services
Contact Information	✓	✓	✓	✓	✓	✓	✓
Demographic Information	✓	✓	✓	✓	✓	✓	
College Coursework and Degrees	✓	✓		✓	✓	✓	
Professional Certifications	✓	✓		✓	✓	✓	✓
Training and Professional Development	✓	✓	✓	✓	✓	✓	
Current Employment	✓	✓	✓	✓	✓	✓	✓
Employment History	✓						
Staff QRIS Level	✓	✓		✓	✓	✓	
Career Ladder Level	✓	✓		✓	✓	✓	
Income	✓	✓			✓ ⁵	✓	
Social Security Number ⁶	✓				✓		

I. What if you have questions about privacy or data sharing?

If you have concerns about the Registry Privacy Policy or data sharing please contact the ECE Workforce Registry at:
 CRegistry@ccala.net
 Toll free: 888-922-4453
 Local: 323-274-1380

³ Affiliates are entities that have a formal relationship with the Registry, established by a written agreement that specifies what data will be shared, under what conditions and permissible uses of the data.

⁴ The Registry will limit the data elements shared with Authorized Officials for each "Type of Information" indicated in the table above based on business need.

⁵ Income is only shared with Authorized Officials when the stipend program has income thresholds for eligibility.

⁶ Social Security Number is only required for Registry members participating in stipend programs.

EXHIBIT “G”

**“Authorization for Use or Disclosure
of Student Information to and from
Preschool Agencies” Form**

