

AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND CHILD CARE PROVIDERS UNITED-CA (CCPU) REGARDING COVID-19 PANDEMIC RELIEF

The State and Child Care Providers United-CA (CCPU) recognize the impacts that the COVID-19 pandemic has had on family child care providers, families, and communities. SB 820 outlines up to \$300 million for child care specific COVID-relief. It has recently been identified statutory changes are needed to expend the first \$300 million in anticipated Coronavirus Response and Relief Supplemental Appropriations Act (H.R. 133) (CARES Act) funding. The parties also acknowledge and agree to continue to collaborate to determine the uses for the anticipated CARES Act funding not already obligated specific to budget year COVID-19 pandemic needs and network preservation, and with any additional funding as it becomes available. Such collaboration is described in the workgroup established below, and shall in no way limit or otherwise modify the obligation of the parties to meet and confer in good faith on mandatory subjects of bargaining. To provide financial aid intended to reduce the economic impacts to family child care providers and families, the parties agree to the following:

1. A flat one-time stipend amount of \$525 per child enrolled in a subsidized child care program will be provided to all subsidized childcare providers operating programs pursuant to Article 3 (commencing with Section 8220), Article 6 (commencing with Section 8230), Article 8 (commencing with Section 8240), Article 8.5 (commencing with Section 8245), Article 9 (commencing with Section 8250), or Article 15.5 (commencing with Section 8350) of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code as these sections read on February 3, 2021. Stipends will be issued based on the most recent available program data for November 2020 enrollment data available upon ratification. The stipends may be used to support providers for child care COVID-19 pandemic relief, such as decreased enrollment, increased costs associated with distance learning, and other increased costs to support child care providers. This funding is subject to the CARES Act usage limitations and federal and state program eligibility requirements. Four weeks from the date of ratification of this agreement, the State will communicate the progress on the issuance of payments.
2. Effective upon ratification, up to a total of 40 non-operational days will be made available, an increase of 16 paid non-operational days for voucher-based providers beginning on September 1, 2020 through June 30, 2021. These additional authorized non-operational days will support alternative payment programs pursuant to Article 3 (commencing with Section 8220), and migrant alternative payment programs pursuant to Article 6 (commencing with Section 8230), Article 8.5 (commencing with Section 8245), Article 15.5 (commencing with Section 8350) of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, as well as Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code as these sections read on February 3, 2021, to reimburse providers for providing short-term child care to eligible children when a provider is closed pursuant to SB 820, clause (i) of

subparagraph (C) of paragraph (1) of subdivision (d) of Section 60. SB 820 included \$31.25 million for 14 additional non-operational days for AP providers until June 30, 2021, and existing contracts provide 10 days. These additional nonoperational days will be funded out of the money allocated for nonoperational days in SB 820. This funding is subject to the CARES Act usage limitations and federal and state program eligibility requirements.

3. The state and the Union shall establish a workgroup, which shall be subordinate to our current collective bargaining table as described below, to discuss the uses for the anticipated CARES Act funding not already obligated specific to budget year COVID-19 pandemic needs and network preservation. The purpose of establishing this workgroup is to expedite an agreement between the parties to achieve the outcomes below regarding COVID 19 support for Family Childcare Providers. However, either party reserves the right to withdraw from the workgroup at any time and submit the process to our current collective bargaining table. The parties then shall immediately engage to achieve the outcomes and deadlines stipulated below.

Composition: The workgroup will be comprised of participants from the following entities: CCPU and the State of California. The workgroup will be comprised of eight participants from the State and eight participants from CCPU.

Frequency of meetings: The workgroup will convene no less than three times at dates mutually agreeable to accommodate the 2021 May Revision timelines. A timeline and deadline will be provided at the first workgroup meeting.

Outcomes:

- a. The workgroup will focus on identifying areas that should continue to be funded in the 2021-2022 fiscal year, and any revisions proposed therein. The identified areas are subject to the CARES Act usage limitations and federal and state program eligibility requirements.
 - b. The parties acknowledge that to fulfill the objective to support families and children there needs to be an increased and focused recruitment of more family child care providers. To this end, the state and the union will also identify how to best provide resources to support providers who may have closed or reduced their operations but may be interested in reopening or expanding their services and identify how to expedite the recruitment of new providers.
 - c. The Administration will include the mutually agreed proposal in a 2021-22 May Revision request.
4. Disputes arising from the interpretation, application, or enforcement of the express terms of this agreement shall be subject to the grievance and arbitration process defined herein.

Disputes shall be initially discussed with the parties, and the respondent shall respond in writing within seven calendar days of the discussion.

If the charging party is not satisfied with, or fails to receive, the written response at the initial level, the charging party may advance the dispute through a formal written grievance to the California Department of Human Resources (CalHR) or CCPU, respectively. Written grievances shall be filed within 15 days of receiving the written response, or 15 days from the lapsed date in which a response should have been issued. Written responses to grievances shall be due not later than 15 days from initial receipt of the formal written grievance.

If the grievance is not resolved at the formal written level, the charging party may advance the grievance to expedited arbitration. If the charging party opts to advance the grievance to arbitration, the charging party shall send a written request to arbitrate to CalHR or CCPU, respectively, within 15 calendar days from the receipt of the response, or 15 days from the lapsed date in which a response should have been issued, and if the grievance is not advanced to arbitration within this timeframe, it shall be deemed withdrawn.

Within 15 calendar days after the notice requesting expedited arbitration has been served on CalHR or CCPU, or at a date mutually agreed to by the parties, the parties shall meet to select an arbitrator. If no agreement is reached on the selection of an arbitrator the parties shall, immediately and jointly, request the State Mediation and Conciliation Service or the American Arbitration Association to submit to them a panel of nine (9) arbitrators from which CalHR and CCPU shall alternately strike names until one name remains and this person shall be the arbitrator. If the parties cannot agree from which service to obtain the list of arbitrators, the party requesting arbitration shall pay all costs, if any, of obtaining the list of arbitrators.

The arbitration hearing, itself, shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration, including arbitrator and court reporter fees, shall be borne equally between the parties. Each party shall bear its own fees.

An arbitrator may, upon request of CCPU and the State, issue their decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put their decision, opinion, or award in writing and that a copy be provided.

The arbitrator shall not have the power to add to, subtract from, or modify this agreement. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

The timelines specified herein may be modified through mutual consent of the State and CCPU.

5. This agreement shall expire June 30, 2022 unless both parties agree in writing that it shall expire sooner. This agreement may be modified, amended and/or extended in writing by mutual consent. This agreement is a standalone agreement between the parties and shall not be part of the eventual Collective Bargaining Agreement that the parties are working to reach, unless both parties expressly agree to that in writing. Nothing contained in this agreement shall be construed as a proposal for the purposes of reaching a CBA nor shall it adversely count towards any permanent gains in compensations or benefits CCPU may propose.

Dated: February 5, 2021

/s/Candace Hyatt, State of California

/s/Alexa Frankenberg, Child Care Providers United-CA (CCPU)