

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

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The State and Child Care Providers United-CA (CCPU) recognize the impacts that the COVID-19 pandemic has had on child care providers, families, and communities.

Pursuant to the agreement reached between the state and the CCPU on February 5, 2021, the State and CCPU established a workgroup. As a result, and to provide additional financial aid intended to reduce the economic, health and other impacts of the COVID-19 pandemic on child care providers and families, the parties agree to the following:

## 1. Family Fees

Subject to federal approval and CRRSA Act usage limitations, family fee requirements will be waived for all families receiving subsidized child care services from child care 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), Article 15.5 (commencing with Section 8350) of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, or Chapter 2 (commencing with Section 11461.6) of Part 3 of Division 9 of the Welfare and Institutions Code as these sections read on February 3, 2021, for the period of July 1, 2021, to June 30, 2022. This provision is subject to approval by the Administration for Children and Families (ACF). Contractors will reimburse licensed family child care homes and license-exempt child care providers for the full amount of the certificate or voucher without deducting family fees.

## 2. Stipends

### a. Per-Child Stipends

A flat one-time stipend amount of \$600 per child enrolled in a subsidized child care program or a state preschool program will be provided to all subsidized child care and state preschool providers operating programs pursuant to Article 3 (commencing with Section 8220), Article 6 (commencing with Section 8230), Article 7 (commencing with Section 8235), Article 8 (commencing with Section 8240), Article 8.5 (commencing with Section 8245), Article 9 (commencing with Section 8250), Article 15.5 (commencing with Section 8350) of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, or Chapter 2 (commencing with Section 11461.6) of Part 3 of Division 9 of the Welfare and Institutions Code as these sections read on February 3, 2021. Stipends will be issued in state fiscal year 2021-22 based on the most recent program enrollment data for March 2021 that is 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, subject to the CRRSA Act usage limitations and federal and state program eligibility requirements. In addition to the flat one-time stipend amount of \$600, administrative funding will be allocated for distributing stipends to these providers. Understanding the urgency of this financial support to stabilize providers, to the fullest extent practicable, the State shall make every effort to expeditiously get stipend payments to providers. The State shall provide no fewer than bi-weekly written updates to CCPU on the timeline and progress of issuing these payments.

b. Licensed Provider Stabilization Stipends

All licensed family child care home providers, including the temporarily closed providers named on the “CCP COVID19 Facility Closures” report provided monthly to CCPU shall receive a flat one-time \$3,500 stipend as follows: stipends will be issued to all family child care home licensees that have a current license on June 25, 2021, and will be subject to review for any facilities with an affirmed revocation that results in closure. Stipends must be used to support COVID-19 pandemic-related relief, such as support for decreased enrollment, increased costs associated with distance learning, and/or other increased costs to support child care providers, subject to the CRRSA Act usage limitations. Other increased costs that the stipends may be used for include cleaning and sanitization, and/or other activities necessary to maintain or resume the operation of programs, including for fixed costs and increased operating expenses due to the pandemic. The intent and expectation of this agreement is for family child care home licensees to share a portion of the stipends directly with their staff in the form of bonuses or incentive pay. In addition to the flat one-time stipends, administrative funding will be allocated for distributing stipends to these providers. Understanding the urgency of this financial support to stabilize providers, including expanding capacity to serve families by enabling temporarily closed providers to reopen, to the fullest extent practicable, the Department of Social Services (DSS) shall make every effort to expeditiously get stipend payments to providers. The DSS shall provide no fewer than bi-weekly written updates to CCPU on the timeline and progress of issuing these payments.

3. Paid Non-Operational Days

Up to a total of 16 paid non-operational days will be made available for voucher-based providers and providers funded by a family child care home education network beginning on July 1, 2021, through June 30, 2022, serving children through alternative payment programs pursuant to Article 3 (commencing with Section 8220); migrant alternative payment programs pursuant to Article 6 (commencing with Section 8230); family child care home education networks pursuant to Article 8.5 (commencing with Section 8245); child care for recipients of the CalWORKs program pursuant to 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; and the Emergency Child Care Bridge Program for Foster Children pursuant to Section 11461.6 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 for COVID-related reasons, subject to the CRRSA Act usage limitations. These paid non-operational days shall include reimbursement for children who are on either a variable or part-time schedule in accordance with section 4a of this agreement.

4. Continuation of Existing COVID-Related Flexibilities

c. Hold Harmless

Effective July 1, 2021, through June 30, 2022, contractors must reimburse Alternative Payment Program providers, including license-exempt providers, and family child care providers operating through a family child care home education network, based on the families' certified need rather than attendance, notwithstanding the requirements set forth in Education Code section 8221.5 as this code section reads on February 3, 2021, subject to the CRRSA Act usage limitations and federal and state program eligibility requirements. Contractors must provide reimbursement to those providers who remain

open through June 30, 2022. Providers will be reimbursed based on the family's certified need for services, under the following scenarios:

- Providers must be reimbursed based on the maximum authorized hours of care, regardless of attendance.
  - For families certified for variable schedules, providers shall be reimbursed based on the maximum authorized hours of care.
  - For license-exempt providers that provide part-time services, providers shall be reimbursed based on the maximum authorized hours of care.
- (1) A family child care home education network provider pursuant to Article 8.5 (commencing with Section 8245) as this section reads on February 3, 2021 shall be reimbursed according to the above if they meet one of the following requirements:
    - (A) The program is open and operating in accordance with their approved program calendar and remains open and offering services through the program year.
    - (B) The program operated by the contracting agency is closed by local or state public health order or guidance due to the COVID-19 pandemic.
  - (2) Reimbursement pursuant to paragraph (1) shall be 100 percent of the contract maximum reimbursable amount or net reimbursable program costs, whichever is less, pursuant to guidance released by the Superintendent and the Department of Social Services for their respective programs.
  - (3) A childcare or preschool program specified in paragraph (1) that is physically closed pursuant to subparagraph (B) of paragraph (1) due to the COVID-19 pandemic, but funded to be operational, shall provide distance learning services as specified by the Superintendent and the Department of Social Services for their respective programs. A contractor specified in paragraph (1) shall submit a distance learning plan to the department overseeing their contract pursuant to guidance from that department.

The reimbursement for providers within this section is separate and additional from the paid non-operational days as cited in section 3.

d. Signature Waiver

For monthly attendance records or invoices from July 1, 2021 through June 30, 2022, or the end of the Governor's public health emergency declaration, whichever comes first, and notwithstanding subdivision (b) of Section 8221.5 of the Education Code as this section reads on February 3, 2021, if the childcare provider attempts to collect a signature on the monthly attendance record or invoice and the parent or guardian is unable to sign due to the COVID-19 pandemic, the childcare provider may submit an attendance record or invoice without the parent or guardian signature so long as the childcare provider attempts to collect a signature from the parent or guardian, subject to guidance issued by respective departments. Subject to the CRRSA Act usage limitations and federal and state program eligibility requirements.

5. Capacity Building - Investment in the Child Care Initiative Project (CCIP)

- e. Effective July 1, 2021, an additional ~~\$20~~ \$25 million in one-time CRRSA funding (to be spent over multiple years subject CRRSA Act usage limitations and federal requirements and state program eligibility requirements) will be allocated to the existing Child Care Initiative Project (CCIP) to target areas such as child care deserts and where infant and toddler care has the greatest unmet need. The goal of the CCIP is to build home-based licensed child care capacity and enhance the quality of care in every county using a model with five components: assessments of child care supply and demand throughout California, recruitment of individuals to become licensed family child care home providers, training on child development, health and safety, and business practices, technical assistance, and ongoing support and retention. CCIP funds can be used to support providers who have closed during the pandemic to reopen. Funding shall be allocated and liquidated for this purpose by September 30, 2023. This funding is subject to the CRRSA Act usage limitations.

6. Mental Health Supports

One-time CRRSA funding in the amount of \$10.6 million shall be allocated to expand the California Inclusion and Behavior Consultation (CIBC) project, which provides mental health and behavioral consultation services for child care and development programs in the form of training, technical assistance, consultation and/or materials related to health, safety, trauma-informed practices and children's social-emotional development. Services would be designed to support the expertise, best practices and well-being of providers in order to promote the health, safety, and well-being of children and families impacted by COVID-19. Funding shall be allocated and liquidated for this purpose by September 30, 2023. This funding is subject to the CRRSA Act usage limitations.

7. Mid-year Review

The state and CCPU agree to meet and discuss no later than January 20, 2022 to review the progress of all policies and programs in this agreement. This discussion shall include an update of program and policy utilization and funds remaining and other topics if agreed to by both parties.

- 8. 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.

9. Unless specific provisions state otherwise, this agreement shall expire June 30, 2023, 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 Collective Bargaining Agreement (CBA) nor shall it adversely count towards any permanent gains in compensations or benefits CCPU may propose.

Dated: April 20, 2021

/s/Candace Hyatt, State of California

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