

STATE PROPOSAL (COUNTER #1)

DATE: 03/04/23


TIME: 4:30pm

ARTICLE: Preamble

This Memorandum of Understanding (MOU or Agreement) is entered into by the STATE OF CALIFORNIA, including the State Department of Education, the State Department of Social Services, any other state department or agency, any contractors or subcontractors, and any political subdivisions of the state that are administering a state-funded early care and education program (hereinafter referred to as the State), and CHILD CARE PROVIDERS UNITED (CCPU or Union), pursuant to the Building a Better Early Care and Education System Act (the Act), Education Code section 8430 Welfare and Institutions Code section 10420 et seq.

The Act has the purpose to promote quality, access, and stability in the early care and education system by authorizing an appropriate unit of family childcare providers to choose a provider organization to act as their unit's representative on all matters specified in the Act; and to promote full communication between family childcare providers and the state by permitting a provider organization certified as the representative of family childcare providers to meet and confer with the state regarding matters within the scope of representation and other areas as mutually agreed upon in negotiations.

TA  
03/04/23  
MSA

TA d  
3/4/23  
5:20pm  


STATE PROPOSAL (COUNTER #1)

DATE: 03/04/23

TIME: 4:30

ARTICLE: 1 - Recognition

Pursuant to the Public Employment Relations Board Certification SA-PC-1-N, the State recognizes Child Care Providers United (CCPU) as the certified provider organization as defined by ~~Education Code section 8431~~ Welfare and Institutions Code section 10421, subdivision (a), and as the exclusive negotiating agent for all family childcare providers as defined by ~~Education Code section 8431~~, Welfare and Institutions Code section 10421, subdivision (b).

Pursuant to ~~Education Code section 8435~~ Welfare and Institutions Code section 10425.5 and Government Code section 19815.4, subdivision (i), CCPU recognizes the Director of the California Department of Human Resources or their designee as the Governor's designated representative for meeting and conferring as prescribed in the Act, and shall negotiate exclusively with the Director or their designee, except as otherwise specifically provided for herein.

TA  
03/04/23  
MSA

TA d  
3/4/2023 5:22pm  
AD



STATE PROPOSAL (COUNTER #3)

SETTLEMENT PACKAGE #1

DATE: June 30, 2023

TIME: 12:30am

ARTICLE: 2 – Representation

SECTION: 2.1 Preservice Meetings and Orientation

In accordance with Section 8439.6 10428.7 of the Education Welfare and Institutions Code (WIC), the state or a department, contractor, subcontractor, or political subdivision of the state shall notify the Child Care Providers United (CCPU) at least 10 days prior when possible or as soon as a preservice meeting or orientation is scheduled. CCPU shall be provided access to the entirety of all live online or in-person preservice meetings or orientations for family childcare providers, as defined by WIC section 10421(b), and conducted at the local level at the discretion of County Welfare Departments (CWDs) and local contracting agencies, such as but not limited to an Alternative Payment Program (APP), Family Child Care Home Education Network (FCCHEN), and Resource and Referral Agency (R&R), or by and, notwithstanding WIC section 10428.7(C)(2), the CDSS Community Care Licensing Division (CCLD) Child Care Licensing Program for orientations pursuant to Health and Safety Code (HSC) Section 1596.845. Such CCPU access shall include, and not be limited to, the ability to make a presentation about CCPU and its activities, its negotiations and memorandum of understanding, and membership.

In accordance with WIC section 10420.5(c), nothing in this MOU is intended to change or interfere with the requirements governing licensing and enforcement of the Child Day Care Facilities Act, including orientations required by HSC section 1596.845.

For live preservice meetings or orientations, whether conducted in-person or virtual ~~remotely~~, the CCPU shall be provided the opportunity to make a presentation at a time provided by the entity conducting the preservice meeting or orientation. For purposes of this section, "virtual" means conducted over computers or other electronic devices using a live-streaming internet platform.

There shall be a minimum of ~~thirty (30)~~ forty-five (45) minutes provided for the CCPU presentation. ~~The and the~~ entities conducting pre-service meetings and orientations shall not discourage ~~encourage~~ participants to join in the CCPU presentation. ~~are encouraged to consider scheduling shall schedule~~ CCPU toward the middle of the preservice meetings or orientations to maximize CCPU attendee participation.

TAD  
6/30/2023, 4:20pm  
CBB

TAD  
6/30/23  
6:12pm  
GHT



STATE PROPOSAL (COUNTER #3)

SETTLEMENT PACKAGE #1

A. ~~Online-Live~~ (in-person or virtual)

1. At its discretion, CCPU may create and provide in advance a ~~recorded~~ presentation, which may be amended as determined by CCPU, to the state or a department, contractor, subcontractor, or political subdivision of the state offering online preservice meetings or orientations. When CCPU provides such a ~~recorded~~ presentation, it shall be included as part of all preservice meetings and orientations.
2. CCPU may also, at its discretion, have a representative or representatives in attendance for the entirety of live online preservice meetings or orientations, ~~during the allotted 15 minutes at the end time scheduled toward the middle of the preservice meeting or orientation.~~ Such representative(s) shall be provided the opportunity to make presentations, whether or not CCPU has provided a ~~recorded~~ presentation in advance.
3. Except for the CCLD orientation required by HSC 1596.845, upon ~~Upon~~ the request of CCPU, the parties will share the backend data of who participated, how they answered poll questions, etc. as deemed permissible to share.

B. ~~In-person-Online~~ (Pre-recorded module)

~~CCPU may bring any concerns regarding Preservice Meetings and Orientations to the JLMC established in Article 8 of this Agreement.~~

For the CCLD orientation required by HSC section 1596.845, CCPU may provide a pre-recorded presentation to the California Department of Social Services (CDSS) to be included with the CCLD orientation pre-recorded module. The CCPU presentation shall be allotted up to fifteen (15) minutes at the end and shall be implemented in accordance with the CDSS module vendor contract timeframes and parameters.

C. Lists of Participants

Upon completion of any live online or in-person preservice meetings and orientations, and except as specified below for the CCLD orientation attendees, CCPU shall be provided with a list of providers, who attended such preservice meetings or orientations, trainings in the event a preservice meeting or orientation is scheduled for current providers. For preservice meetings or orientations held for prospective providers, CCPU shall be provided with a list of attendees unless an individual has requested not to have their information shared with CCPU. These lists shall be provided within forty eight (48) hours upon completion of meetings and orientations. Participants in self-paced orientations shall be shared weekly with CCPU. For the CCLD orientations

TAd  
6/30/2023 4:20pm  
Cbo

TAd  
6/30/23  
6:12pm  
AS



STATE PROPOSAL (COUNTER #3)

SETTLEMENT PACKAGE #1

required by HSC section 1596.845, lists of attendees will not be provided by CCLD to CCPU.

*CCPU may bring any concerns regarding Preservice Meetings and Orientations to the JLMC established in Article 8 of this Agreement.*

TAd  
6/30/23, 4:20pm  
Cld

TAd  
2/30/23  
6:12pm  
QA

DATE: June 30, 2023

TIME: 10:38am

**ARTICLE: 2 – Representation CCPU ACCESS AND RIGHT TO PROVIDER INFORMATION**

**SECTION: 2.2 Provider Information**

The State ~~will~~ shall provide the Union with an ~~accurate and complete~~ list of Family Childcare Providers, as defined by Welfare and Institutions Code (WIC) Section 10421(b), as it is received by the State, electronically on a monthly basis by the fifth (5th) business ~~fifteenth (15<sup>th</sup>)~~ twenty-fifth (25<sup>th</sup>) calendar day of each month. This information may be provided on more than one list, if necessary. This list ~~will~~ shall include:

- A. ~~Month in which the service was provided;~~ Names of all licensed and licensed-exempt family childcare providers, as defined by WIC Section 10421(b), who were paid a subsidy or subsidies in the month prior to the previous calendar month
- B. ~~Name of all family childcare providers who were paid a subsidy or subsidies in the previous calendar month. Effective July 1, 2024, those contractor(s), subcontractor(s), agency(ies), or political subdivision(s) of the state that are readily able to provide amounts of all subsidies paid in the previous month for each and every provider on the list, including any and all authorized union dues and fees withheld from such subsidy payments. For those contractor(s), subcontractor(s), agency(ies), or political subdivision(s) of the state that are unable to meet the above timeframe, they shall submit an implementation plan to CCPU no later than July 1, 2024.~~
- C. Mailing and home address, including county
- D. Home telephone number, and cell, ~~Cell~~ and work telephone number, if known
- E. Email address, if known
- F. Whether the provider, as defined by WIC Section 10421(b), is license-exempt or licensed by the California Department of Social Services
- G. If licensed, state facility license number ~~and license status~~
- H. Primary language used, if known

TAD  
6/30/2023, 4:20pm  
Cbb

TAD  
6/30/23  
6:12pm  
Cbb



- I. Contractor(s), subcontractor(s), agency(ies), or political subdivision(s) of the state administering the state-funded early care and education program in which the provider, as defined by WIC Section 10421(b), participates
- J. Unique provider identification number, when available
- K. Contract type
- L. ~~Month(s) in which the service was provided.~~

To the extent to which any information above is being maintained as unique fields (for example, street address, city, and zip in separate fields), then such data shall be transmitted in existing field format.

~~CCPU shall report questions or concerns about incomplete and/or inaccurate data for immediate correction by the state. The State shall respond within five (5) business days from the date CCPU reports such questions or concerns.~~

If CCPU cannot resolve concerns directly with counties and/or contractors, CCPU may submit concerns or questions regarding incomplete and/or inaccurate data to the California Department of Social Services (CDSS) designee by the 15th business day of each month. CDSS shall investigate those concerns, take any and all actions necessary to correct such incomplete and/or inaccurate data within ten (10) business days of CCPU's submission including discussions with sources of data, e.g. Alternative Payment Programs (APPs), County Welfare Dept (CWDs), etc., and take reasonable action to remedy instances of incomplete and/or inaccurate data, as determined necessary by CDSS. CDSS will communicate findings and the steps taken to CCPU upon information becoming available.

(This document represents the current MOU language with all additions/deletions initiated by CCPU shown with single underline/strikeout and all additions/deletions initiated by the State shown with double underline/deletions)

TA'd  
6/30/2023, 4:22pm  
Olb

TA'd  
6/30/23  
6:12pm  
QA

STATE PROPOSAL (COUNTER #4)

DATE: June 27, 2023

TIME: 2:20 pm

ARTICLE: 2 - Recognition

SECTION: 2.3 Dues Deduction

~~The parties agree to establish a Joint Labor Management Committee (JLMC) to facilitate the obligation as set forth in Education Code section 8436. The JLMC will explore and determine a process by which membership dues may be automatically deducted and remitted to CCPU. The JLMC shall meet at least once per month until automatic dues deductions are implemented. The JLMC will consist of equal reasonable number of state representatives selected by the state, and CCPU representatives selected by CCPU. The dates and times of meetings shall be mutually determined by the state and CCPU. Nothing in this section shall prohibit CCPU from unilaterally taking steps to implement the provisions of Education Code section 8436.~~

Consistent with Welfare and Institutions Code (WIC) section 10426.5, CCPU may request deductions from the subsidy payments of providers, and CalHR shall ensure those requests are honored. As such, the parties agree that CCPU shall be solely responsible for providing CCPU certifications for dues deductions.

1. ~~To facilitate the delivery of the certifications,~~ CCPU will upload certifications for automatic deductions to the CalHR File Transfer Protocol (FTP). The certifications will be uploaded to the FTP by CCPU once per month *with automated dissemination by CalHR, consistent with the current practice, for access by vendors.*
2. Contractors and counties who reimburse providers, otherwise referred to as "vendors," shall retrieve the CCPU certification files from the FTP, calculate and withhold the certified deductions, and remit the reconciliation files to the FTP consistent with the instructions established by CCPU no later than the 5th business day of the month following the certification month.
3. Vendors shall then issue the monthly deductions to CalHR's Accounting Office by the 10th business day of month following the certification month, and shall be accompanied with the CalHR provided cover sheet to instruct CalHR Accounting as to how to remit the payment among the three respective CCPU locals.
4. CalHR Accounting will submit to the State Controller's Office (SCO) request for payment to the three CCPU locals *by the 20th calendar day of each month once per month.* Monthly payments will account for all payments deposited since the last processed payment.

TA'd  
6/30/23 4:20pm  
CLB

TA'd  
6/30/23  
6:12pm  
QA



STATE PROPOSAL (COUNTER #4)

CalHR shall serve as a passthrough entity as it is related to the CCPU certifications and the remittance of dues. CalHR is not responsible for the information provided in the CCPU certifications, the vendor remittance reports, or the funds themselves. CalHR shall grant the same access to CCPU to receive alerts and view uploaded files, as is provided to CalHR staff, as to allow CCPU complete transparency to information provided by vendors and account for compliance.

Before filing a grievance, CCPU shall attempt to resolve concerns with specific vendors in advance of bringing concerns to CalHR. If CCPU believes it has not obtained satisfactory results after first attempting to resolve the matter with a specific vendor, CCPU may bring its concern to CalHR to further assist and ensure CCPU requests for dues deduction are honored. CalHR shall respond to CCPU within fourteen (14) calendar days.

The timelines may be adjusted by mutual consent of the parties.

Nothing in this provision is intended to interfere with WIC section 10426.5 or 10428.3, and all rights and entitlements pertaining thereto. This section shall not be subject to the grievance and arbitration procedure established Section 5.9, Formal Grievance – Step 3, of this agreement. If the aggrieved party is unsatisfied with the response rendered in accordance with Section 5.8, Formal Grievance – Step 2, of this agreement, the aggrieved party may commence an unfair practice charge before the Public Employment Relations Board consistent with WIC section 10428.3 ~~a grievance is filed regarding this Section, and is submitted to arbitration pursuant to Article 5 of this agreement, the parties agree to submit the dispute to the Public Employment Relations Board for a final and binding decision.~~

The following side letter will not be rolled over:

- Dues Deduction JLMC (2022.08.17)

TAD  
6/30/2023, 4:20pm  
CLO

TAD  
6/30/23  
6:12pm  
M2

STATE PROPOSAL

DATE: March 5, 2023

TIME: 11:40 am

ARTICLE: 3 - Prerogatives Reserved for The State of California

All State rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the State. Nothing in this MOU is intended to change or interfere with the requirements governing licensing or enforcement thereof set forth in the California Child Day Care Facilities Act (Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), and Chapter 3.6 (commencing with Section 1597.30) of Division 2 of the Health and Safety Code) and California Code of Regulations (Title 5 and Title 22, Division 12). Nothing in this MOU is intended to interfere with requirements set forth in the Child Care and Development Services Act (WIC Section 10201 et seq.), the Early Education Act (Education Code Section 8200 et. seq.), and the Information Practices Act (California Civil Codes Section 1798 et seq.) Nothing in this MOU is intended to interfere with the ability of the State, the State Department of Education, the State Department of Social Services, another department or agency, or a political subdivision of the State to comply with the laws governing it or the requirements of federal grants or federal funding.

The rights of the State include, but are not limited to the exclusive right to establish the State's missions, programs, objectives, activities, and priorities in accordance with applicable federal and state law; plan, direct, and control the use of resources to achieve the State's missions, programs, objectives, activities, standards, guidance, and priorities for state-funded early care and education programs; take all necessary actions to carry out its mission in emergencies; maintain and promote the efficiency of public operations entrusted to the State; to adopt, amend, or repeal in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code any rules and regulations which may be necessary to carry out its duties.

TA-d  
June 11, 2023  
11:53 am

TA  
06/11/2023  
11:53 AM  
MST



STATE PROPOSAL

DATE: 3/15/2023

TIME: 11:52 am

ARTICLE: 4 - General Provisions

SECTION: 4.1 No-Strike

During the term of this Agreement, neither CCPU, including its agents and staff, nor any family childcare provider, for any reason, will authorize, instigate, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, sympathy strike, unfair labor practice strike, or any other interference with state-subsidized child care.

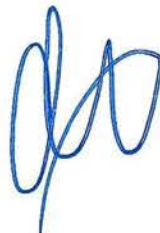
CCPU shall notify all of its officers, agents, staff, and all family childcare providers of their obligation and responsibility to maintain compliance with this section, including the responsibility to continue providing state-subsidized child care during an interruption which may be caused or initiated by others, and to encourage providers violating this section to resume providing state-subsidized child care.

Nothing in this section shall be construed to prohibit a licensed family daycare home, as defined in Health and Safety Code section 1596.78, from discharging, suspending, demoting, or otherwise disciplining any of its employees who violate this section.

Nothing in this section shall be construed to limit the ability of the State Department of Social Services from taking any action to ensure the health and safety of children in care pursuant to the Child Day Care Facilities Act (Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), and Chapter 3.6 (commencing with Section 1597.30) of Division 2 of the Health and Safety Code).

TRD 4/1/2023

2:48 pm



TA

4/1/23

2:48

M SA

STATE PROPOSAL (ROLLOVER)

DATE: 3/5/2023

TIME: 11:52 am

ARTICLE: 4 - General Provisions

SECTION: 4.2 No Reprisals

The parties agree that the state, any political subdivision, contractor, or subcontractor charged with the administration of a state-funded early care and education program shall not interfere with, intimidate, retaliate, restrain, coerce or discriminate against any family childcare provider because of the exercise of the provider's rights granted pursuant to this Agreement, and the Building a Better Early Care and Education System Act.

TJA  
4/11/23  
MSA  
2:48 PM

TJA'd 4/11/2023  
2:48 PM  
[Signature]



STATE PROPOSAL (ROLLOVER)

DATE: 3/5/2023


TIME: 11:52am

ARTICLE: 4 - General Provisions

SECTION: 4.3 Entire Agreement

This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered by this Agreement, for the duration of the Agreement.

TA  
4/1/23  
MSA  
2:48 PM

HA 4/1/2023  
2:48 PM  


STATE PROPOSAL (ROLLOVER)

DATE: 3/15/2023

TIME: 11:52 am

ARTICLE: 4 - General Provisions

SECTION: 4.4 Savings Clause

Should any provisions of this Agreement be found unlawful by a court of competent jurisdiction or be invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in full force and effect. Upon the invalidation of any provision of this Agreement by such court decision or legislation, the parties shall meet as soon as practicable to attempt to renegotiate the terms of the invalidated provision(s).

TA  
04/01/23  
MSA  
2:48 PM

TA'd 4/1/2023  
2:48 PM  
[Signature]



STATE PROPOSAL (ROLLOVER)

DATE: 3/15/2023

TIME: 11:52 am

ARTICLE: 4 - General Provisions


SECTION: 4.5 Legislation

CCPU will notify CalHR of any legislation that it sponsors which, to its knowledge, has an effect on this Agreement.

CalHR will notify the Union of any legislation CalHR, the State Superintendent of Public Instruction at the California Department of Education, or the California Department of Social Services sponsors which, to its knowledge, has an effect on this Agreement.

These notifications shall occur after introduction of an applicable bill by the Legislature.

TA  
04/01/23  
MSA  
2:48 PM

TA d 4/1/2023  
2:48 PM  


STATE PROPOSAL (ROLLOVER)

DATE: 3/15/2023

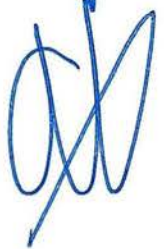
TIME: 11:52 am

ARTICLE: 4 - General Provisions

SECTION: 4.6 Individual Agreements

The State shall not negotiate with or enter into memoranda of understanding with one or more family childcare providers, amend final grievance responses, or grant rights or benefits not covered in this Agreement to any family childcare provider unless such action is with CCPU concurrence.

TA  
4/1/23  
2:48 PM  
MSA

TA 4/1/23  
2:48 PM  




STATE PROPOSAL

DATE: 3/5/2023

TIME: 11:52am

ARTICLE: 4 - General Provisions

SECTION: 4.7 Non-Discrimination

The parties agree that a state agency or department charged with the administration of any state-funded early care and education program will not discriminate against any protected class in compliance with state and federal law. ~~a family childcare provider because of that person's actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition, HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law.~~

A family childcare provider may file a complaint with any entity or jurisdiction vested with investigating and addressing such matter, including, but not limited to, the California Civil Rights Department (CRD)~~Department of Fair Employment and Housing (DFEH)~~, the federal Equal Employment Opportunity Commission (EEOC), and the Equal Employment Opportunity Offices of the Department of Social Services, Department of Education, or a local agency that administers a state-funded early care and education program.

Nothing in this provision changes the family childcare providers' status as employees or independent business owners or classifies family childcare providers as public employees. This provision does not, for any purpose, create an employer-employee relationship between family childcare providers and the state, any agency or department of the state, any political subdivision of the state, or a contractor or subcontractor administering a state-funded early care and education program.

This section shall not be subject to the Grievance and Arbitration Procedure in Article 5 of this Agreement.

Alleged violations of this section may be brought to the Joint Labor Management Committee provided for in Article 8 of this Agreement to assess, if any, inequitable impacts of the policies and practices of a state-funded early care and education program.

Ad 4/1/2023  
2:48 pm  
[Signature]

TA  
4/10/23  
MA  
2:48 PM

STATE PROPOSAL (ROLLOVER)

DATE: 4/1/23

TIME: 3:31pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.1 Purpose

- A. This grievance procedure shall be used to process and resolve grievances arising under this Agreement. Nothing in this procedure shall preempt or otherwise prohibit the parties from engaging in other dispute resolution procedures established by law.
- B. The purposes of this procedure are:
  - 1. To resolve grievances informally at the lowest possible level.
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

TX:d  
4/2/23  
10:22 am  
db

TA  
4/2/23  
AR:d  
10:22 Am



STATE PROPOSAL

DATE: 3/5/2023

TIME: 12:01pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.2 Definitions

- A. A grievance is a dispute between one or more of the parties below involving the interpretation, application, or enforcement of the express terms of this Agreement. Decisions or actions taken by the state that are not contained in this Agreement are not subject to the grievance and arbitration procedures.
- B. As used in this article, procedure, the term "party" means CCPU, a family childcare ~~child care~~ provider, the State, the Department of Social Services, the Department of Education, or County Welfare Departments, County Child Welfare Services Departments or Agencies, and local contracting agencies. "Department" means either the Department of Social Services or Department of Education depending on the nature of the dispute and the appropriate entity to address the matter.

TA d 4/11/2023  
2:48pm  
db

TA  
04/01/23  
MSA  
2:48 PM

STATE PROPOSAL (ROLLOVER)

DATE: 4/1/2023

TIME: 3:31 pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

TA d  
4/2/2023  
10:22 am  
[Signature]

TA  
4/2/23  
ARA  
10:22 am



STATE PROPOSAL (ROLLOVER)

DATE: 4/1/2023

TIME: 3:31 pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

TA of  
4/2/2023  
10:22 am  
abb

TA  
4/2/23  
ARB  
10:22A

STATE PROPOSAL (ROLLOVER)

DATE: 4/1/2023

TIME: 3:31 pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.5 Presentation

At any step of the grievance procedure, a party may request a grievance conference. Grievances may not be amended unless by mutual consent once filed at the formal level.

TA'd  
4/2/2023  
10:22 am  
ajb

TA  
4/2/23  
ARJ  
10:22 AM

STATE PROPOSAL (COUNTER #1)

DATE: 3/5/2023

TIME: 12:01 pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.6 Informal Discussion

Disputes shall be initially discussed with the applicable parties, and the respondent shall respond in writing within seven (7) calendar days of the discussion. Such initial, informal discussion shall be conducted within seven (7) fourteen (14) calendar days from the date requested.

TA d 2:48 pm  
4/11/2023  
db

TA  
04/01/2023  
MSA  
2:48 PM



Counter # 1 Obo

STATE PROPOSAL (ROLLOVER)

DATE: 3/15/2023

TIME: 12:01 pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.7 Formal Grievance – Step 1

- A. If an informal grievance is not resolved to the satisfaction of the grievant, or the grievant fails to receive a timely response at the informal level as specified above (including a timely informal discussion as provided by Section 5.6 above), a formal grievance may be filed no later fourteen (14) calendar days after the child care provider receives the informal grievance response or the applicable due date if there is no response. If the responding party fails to accommodate an informal grievance discussion in accordance with Section 5.6 (Informal Discussion), a formal grievance may be filed no later than thirty (30) calendar days after the event or circumstance(s) occasioning the grievance, or after knowledge of same reasonably should have been acquired.
- B. A formal grievance shall be initiated in writing and shall be filed with the local agency level. Said grievance shall include a statement as to the alleged violation; the specific act(s), dates, and times causing the alleged violation; any names of individuals involved; the specific article of this Agreement allegedly violated; any steps already taken to resolve the matter; and the specific remedy or remedies being sought.
- C. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated as the first formal level of appeal shall respond in writing to the grievant. A copy of the written response shall be sent concurrently to CCPU by the designee.

gpd 4/1/2023  
 2:48 pm  
 Obo

TA  
 4/1/23  
 2:48 PM  
 MSA

STATE PROPOSAL (ROLLOVER)

DATE: 4/1/2023

TIME: 3:31 pm

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.8 Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, or does not receive a timely decision as specified above, the grievant may appeal the decision within fifteen (15) calendar days after receipt, or the applicable due date if there is no response, to the person designated as the applicable department's formal level of appeal.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the department designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to CCPU and CalHR by the department designee.

TRP  
4/2/23  
10:22 am  
db

TA  
4/2/23  
QRA  
10:22 am



STATE PROPOSAL (CLEAN UP)

DATE: 4/1/2023

TIME: 3:31

ARTICLE: 5 - Grievance and Arbitration Procedure

SECTION: 5.9 Formal Grievance – Step 3

- A. If the grievance is not resolved at Step 2, within thirty (30) calendar days after receipt of the second level response, CCPU shall have the right to submit the grievance to arbitration by making the request to CalHR. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third second level response, it shall be considered withdrawn.
- B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, CCPU shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within forty-five (45) calendar days after the request to select an arbitrator has been served, CCPU may request the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, CCPU shall contact the State in writing and request to strike names from the panel. The parties shall then have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.
- C. CCPU shall have one hundred eighty (180) calendar days after appealing the grievance to request in writing to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days, the grievance shall be considered withdrawn and CCPU may not proceed to arbitration.
- D. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties unless the parties mutually agree to a different arrangement.
- E. An arbitrator may, upon request of CCPU and the State, issue the arbitrator's decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put the arbitrator's decision, opinion, or award in writing and that a copy be provided.
- F. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in this section shall be subject to

Tad  
4/2/2023  
10:22am  
Obo

TA  
4/2/23  
ORA  
10:22AM



STATE PROPOSAL (CLEAN UP)

arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

TA  
4/2/23  
10:22 am  
AB

TA  
4/2/23  
10:22 AM

B. Ryan

**ARTICLE: 6 - Training and Workforce Pathways**

**SECTION: 6.1 CCPU/State of California Joint Training Partnership Training**

*Training Fund and Contribution*

To expand and strengthen training opportunities for family childcare providers, the parties agree to establish a Training Partnership Fund to be known as the Joint CCPU/State of California Training and Education Partnership Fund (the "Fund") to be established for the purpose of creating a program for addressing the workforce needs of the state of California as well as the career, knowledge, and skill aspirations of all family childcare providers. The State shall appropriate one-time forty million dollars (\$40,000,000) for this purpose upon the ratification of this Agreement. Allocated funding must be liquidated by September 30, 2022; any unliquidated funds as of September 30, 2022, shall revert to the State for investment in existing workforce pathways or professional development projects.

Specifically, the training supported by the Fund shall be determined by the committee described below and will include, but not be limited to, the following:

1. ~~The cognitive, social, emotional, and physical development of children and approaches to learning.~~
2. ~~Trauma-informed practices and care.~~
3. ~~Family engagement.~~
4. ~~Dual language learners.~~
5. ~~Racial and Cultural Diversity~~
6. ~~Apprenticeships, Pre-apprenticeships, and On-the-Job Learning programs~~
7. ~~Additional topics, such as small-business operations, learning approaches for special needs children, evidence-based curriculum, design and layout of child care spaces, self-care, and development of FCC providers as mentors.~~

TAM  
6/30/2023, 4:27p  
Ols

TAM  
6/30/23  
6:12pm  
9.4

Appropriate uses for the Fund shall also include training and professional development expenses; computers, books and other equipment to facilitate learning; coaching, mentors and other staff; and monetary incentives for completed training, education, and other degree requirements, subject to the ARPA Stabilization funding requirements.

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.



*Training Fund Committee*

The parties agree to establish a Joint Labor Management Committee (JLMC) to determine how the appropriated funds will be utilized in accordance with the intent provided above, and to discuss access to current and proposed trainings for family childcare providers. The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon. The JLMC will consult with entities named in Education Code section 8439.8, as that section read on June 15, 2021. The JLMC shall meet at least monthly unless otherwise agreed to by both parties. The dates and times of meetings shall be mutually determined by the members of the JLMC.

The JLMC may provide a report to the California Department of Social Services and California Department of Education of the JLMC's recommendations for potential changes to current training requirements and/or for new training requirements for family child care providers, including, but not limited to, improving communication, coordination, accessibility, and support around existing training, education, and quality improvement training; developing new trainings and/or making changes to existing trainings, if such needs are identified; expanding access to and availability of existing and/or new trainings; developing and modifying existing training requirements providers need to complete and any other topics that support providers in promoting the health, safety, and development of children in care and improve upon the quality of care services for families.

TAJ  
6/30/2023  
4:20pm  
OJ

The JLMC shall determine how to ensure CCPU represented providers have full access to the Quality Counts California Workforce Pathways Grants and any other training programs that CDSS or CDE creates, develops or augments during the term of this agreement.

The intent of all training, education, and professional development opportunities is to maximize participation for providers and their staff and reduce cost and other obstacles to participation.

TAJ  
6/30/23  
6:12pm  
OJ

The state and CCPU agree that providers having access to training is essential to promoting the quality, access, and stability of the early care and education system. As such, the parties agreed to expand and strengthen training opportunities for family childcare providers, and established a Training Partnership Fund known as the Joint CCPU/State of California Training and Education Partnership Fund (the "Fund") for the purpose of creating a program for addressing the workforce needs of the state of California as well as the career, knowledge, and skill aspirations of all family childcare

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.



providers. The intent of all training, education, and professional development opportunities is to maximize participation for providers and their staff, and reduce cost and other obstacles to participation.

- A. To support providers and encourage participation in training, the parties previously reached agreement to expend \$40 million on training specifically for higher education; peer mentoring; California Family Child Care Apprenticeship Program; Family Child Care Peer Communities of Care; Trauma Informed Care Training; Beginning Together; Equity and Access; other expanding participation efforts; and Provider Wellness, Health, and Safety in the three side letters reached on January 1, 2022; July 22, 2022; and August 30, 2022, respectively.

CCPU will provide the state with reports no less than once per year quarter until the entirety of the previously provided \$40 million funding is fully expended.

Beginning July 1, 2024 and full ratification of this agreement, and for each quarter year of the agreement thereafter, the State shall make a single contribution of additional funding to the Fund within ninety (90) days of receiving the quarterly annual report to restore the Fund balance to \$20 40 15 million if the remaining balance in the quarterly of the annual report required by this article is less than \$20 40 15 million.

- B. The parties may bring any of the following matters of interest to the Joint Labor Management Committee provided for in Article 8.1:

1. Recommendations for potential changes to current training requirements and/or for new training requirements for family child care providers, including, but not limited to, improving communication, coordination, accessibility, and support around existing training, education, and quality improvement training; developing new trainings and/or making changes to existing trainings, if such needs are identified by the parties; expanding access to and availability of existing and/or new trainings; developing and modifying existing training requirements providers need to complete and any other topics that support providers in promoting the health, safety, and development of children in care and improve upon the quality of care services for families.
2. CCPU-represented providers have full access to the Quality Counts California Workforce Pathways Grants and any training programs that CDSS or CDE creates, develops or augments during the term of this agreement.

The following side letters will not be rolled over:

- Training Fund for Higher Education & Peer Mentoring (2022.01.19)

CCPU reserves the right to add, modify or delete any or all proposals throughout the course of negotiations with the State of California.

TAid  
6/30/23  
6:12pm  
A.A.

TAid  
6/30/2023  
4:22pm  
Ab

- Training Fund for Apprenticeship, Communities of Care, Trauma Informed Care, and Beginning Together (2022.07.22)
- Training Fund for Access and Equity (2022.08.30)

TAd  
6/30/2023, 4:20pm  
Cdb

TAd  
6/30/23  
6:12pm  
gD

STATE PROPOSAL (COUNTER #1)

DATE: April 22, 2023

TIME: 11:48am

ARTICLE: 6 - Training and Workforce Pathways

SECTION: 6.2 Training Registry

Family childcare providers shall be encouraged to register with a central training registry to be determined by the Department of Social Services. The State and CCPU agree to encourage the use of, and promote, the services of the training registry. The Training JLMC shall receive monthly reports from the registry to better understand training utilization.

TAD  
6/30/23 4:00pm  
AB

TAD  
6/30/23  
6:12pm  
AA



as  
June 26, 2023  
7:13pm

**ARTICLE 7 – RATES AND INCENTIVES**

D

If at any time there is a need for any provider to update their rate sheet, they shall be afforded the opportunity to do so. Such updated rates shall be effective within sixty (60) days of their submission.

~~Handwritten signature~~ as 6/30/23 6:12pm

6/30/2023  
4:20pm  
TAd  
d/b

6/30/23  
6:12pm  
TAd  
as

STATE PROPOSAL #2  
ECONOMIC PACKAGE #2

DATE: May 1, 2023

TIME: 10:17a

ARTICLE: 7 – Rates and Incentives

SECTION: 7.1 Rates

*For licensed family childcare:*

~~A. Emergency Stabilization Rate: Starting January 1, 2022, and through June 30, 2023, the State of California shall increase the current Regional Market Rate ceilings as established in Education Code Section 8357 and as applicable to alternative payment programs pursuant to Article 3 (commencing with Section 8220) of, and CalWORKs child care 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, and the Emergency Child Care Bridge Program for Foster Children pursuant to Article 6 (commencing with Section 11461.6) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code, as these sections read on May 15, 2021, from their current level at the 75th percentile of the 2016 Regional Market Rate survey or the regional market rate ceiling that existed in that region on December 31, 2017, whichever is greater, to the 75th percentile of the 2018 Regional Market Rate survey for that region, including hourly, daily, weekly, and monthly, for both full and part-time reimbursement categories.~~

~~Rate Hold Harmless: Should this change result in a lower rate in any category for any licensed family childcare provider, the provider will continue to be reimbursed at the rate that existed on December 31, 2021.~~

~~B. For migrant child care and development programs pursuant to Article 6 (commencing with Section 8230) of, California state preschool programs pursuant to Article 7 (commencing with Section 8235) of, general child care and development programs pursuant to Article 8 (commencing with Section 8240) of, family child care home education networks pursuant to Article 8.5 (commencing with Section 8245) of, or child care and development services for children with special needs pursuant to Article 9 (commencing with Section 8250) of, Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, as these sections read on May 15, 2021, who currently receive the rate established in Education Code Section 8265, as it read on May 15, 2021: Commencing January 1, 2022, and through June 30, 2023, the reimbursement rate shall be set at the greater of the 75th percentile of the 2018 regional market rate survey or the per child reimbursement amount as of December 31, 2021.~~

TA'd  
6/30/23  
4:20pm  
[Signature]

TA'd  
6/30/23  
6:12pm  
[Signature]



**STATE PROPOSAL #2**  
**ECONOMIC PACKAGE #2**

~~C. For migrant child care and development programs pursuant to Article 6 (commencing with Section 8230) of, California state preschool programs pursuant to Article 7 (commencing with Section 8235) of, general child care and development programs pursuant to Article 8 (commencing with Section 8240) of, family child care home education networks pursuant to Article 8.5 (commencing with Section 8245) of, or child care and development services for children with special needs pursuant to Article 9 (commencing with Section 8250) of, Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code, as these sections read on May 15, 2021, who currently receive the rate established in Education Code Section 8265, as it read on May 15, 2021. Commencing July 1, 2021, these programs shall receive a cost of living adjustment to the reimbursement rates of 4.05 percent for the 2021-22 fiscal year, which would take the place of the cost of living adjustment specified in Education Code Section 42238.1 for the 2021-22 fiscal year.~~

~~For license exempt family childcare providers:~~

~~D. Starting January 1, 2022, and through June 30, 2023, license exempt family childcare provider rates shall be increased from up to 70 percent of the licensed family daycare home rate established pursuant to the 75th percentile of the 2016 regional market rate survey, to 70 percent of the licensed family daycare home rate established pursuant to the 75th percentile of the 2018 regional market rate survey for that region or the regional market rate ceiling that existed in that region on December 31, 2017, whichever is greater, including hourly, daily, weekly, and monthly, for both full and part-time reimbursement categories.~~

~~Provider Survey:~~

~~In addition to any requirements regarding an updated provider rate sheet as required pursuant to Title 5 of the California Code of Regulations Sections 18224, 18413, and 18428 and any other applicable law, family childcare providers (provider) will be required to provide the following information via an application or survey, in order to receive a rate increase, and in accordance with federal requirements for American Rescue Plan Act Child Care Stabilization Funds:~~

- ~~• Provider address, including zip code;~~
- ~~• Race and ethnicity of family childcare provider;~~
- ~~• Gender of family childcare provider;~~
- ~~• Whether the provider is open and available to provide child care services or closed due to the COVID-19 public health emergency;~~
- ~~• What types of federal relief stipends have been received from the State;~~
- ~~• How funds were used; and~~

Ad 6/30/2023  
4:23pm  
Cfb

TA'd  
6/30/23  
6:12pm  
DA



**STATE PROPOSAL #2**  
**ECONOMIC PACKAGE #2**

- ~~Documentation to show the provider met required certifications as federally required.~~
- A. Family child care providers shall be reimbursed in accordance with the Regional Market Rate (RMR) ceilings as established in Welfare and Institutions Code Section 10374.5 and as applicable to:
  - a. alternative payment programs pursuant to Chapter 3 (commencing with Section 10225),
  - b. migrant alternative payment programs pursuant to Chapter 6 (commencing with Section 10235),
  - c. CalWORKs childcare pursuant to Chapter 21 (commencing with Section 10370),
  - d. family childcare home education networks who reimburse providers based on the regional market rate pursuant to Chapter 8 (commencing with section 10250) of Part 1.8 of Division 9 of the Welfare and Institutions Code, and
  - e. the Emergency Child Care Bridge Program for Foster Children pursuant to Article 6 (commencing with Section 11461.6) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

The RMR ceilings shall be 75th percentile of the 2018 RMR survey for that region as established effective January 1, 2022, or the RMR ceilings that existed in that region on December 31, 2021, whichever is greater.

License-exempt child care providers shall be reimbursed at 70 percent of the licensed family child care home rate ceiling, including hourly, daily, weekly, and monthly, for both full- and part-time reimbursement categories.

- B. The reimbursement rate for the family childcare home education network contractors specified below shall be set in accordance with the rates established in section 10280 of Chapter 11 of Part 1.8 of Division 9 of the Welfare and Institutions Code, and Section 8242 of Article 4 of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code. These family childcare home education network contractors are:
  - a. migrant childcare and development programs pursuant to Chapter 6 (commencing with Section 10235),
  - b. general childcare and development programs pursuant to Chapter 7 (commencing with Section 10240) of Part 1.8 of Division 9 of the Welfare and Institutions Code, and

TAD  
6/30/2023  
4:20pm  
ad  
6:12pm  
6/30/23

TAD  
6/30/23  
9A  
6:12pm

STATE PROPOSAL #2  
ECONOMIC PACKAGE #2

- c. California state preschool programs pursuant to Article 7 (commencing with Section 8200) of Chapter 2 of Part 6 of Division 1 of Title 1 of the Education Code.

Contractors traditionally reimbursed based on the standard reimbursement rate shall receive a daily rate equivalent to the RMR in counties where the RMR is greater than the per child amount as of December 31, 2021, and adjusted by any subsequent cost of living adjustments associated with daily rates.  
Subagreements with Family Child Care Home Education Networks can be made with contractors, in which contractors pass through provider payments, maintaining a portion of the daily rate for administrative cost (not to exceed 15%).

*Adjustment Factors Posting:*

These adjustment factors, along with the reimbursement rate categories contained in 5 CCR § 18075, shall be posted on the state-administered websites that list RMR ceilings.

TA'd  
6/30/23  
4:20pm  
Ab

TA'd  
6/30/23  
6:12pm  
AD



**STATE PROPOSAL #3**  
**SETTLEMENT PACKAGE #2**

DATE: 6/30/2023

TIME: 4:04 PM

ARTICLE: 7 – Rates and Incentives

SECTION: NEW 7.x Cost of Care Plus Rate

TA'd  
6/30/2023  
4:20 PM  
CBB

TA'd  
6/30/23  
6:12pm  
MJ

- A. Beginning January 1, 2024, and upon full ratification of this agreement, through the duration of this agreement, all represented family child care providers shall receive a once per month per child served who is enrolled in subsidized child care cost of care plus rate as specified in the below chart.
- B. Section XX, Payment Timeliness, of the agreement shall not apply to Stage 1 and Bridge providers paid by counties for the purpose of this section.
- C. The amount per child shall be determined based on the county that the family child care provider is located and the assigned "region", defined as:

Central: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Monterey, Sacramento, San Benito, San Joaquin, San Luis Obispo, Stanislaus, Tulare

Northern: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba

Southern: Imperial, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura

Los Angeles

Bay Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma

- D. Per-child plus rate amounts shall be as follows:

<u>Region</u>	<u>Licensed Family Child Care Providers</u>	<u>License-Exempt Providers</u>
<u>Central</u>	<u>\$140</u>	<u>\$98</u>
<u>Northern</u>	<u>\$141</u>	<u>\$99</u>
<u>Southern</u>	<u>\$160</u>	<u>\$112</u>
<u>Los Angeles</u>	<u>\$171</u>	<u>\$119</u>
<u>Bay Area</u>	<u>\$211</u>	<u>\$148</u>



**STATE PROPOSAL #3**  
**SETTLEMENT PACKAGE #2**

**E. Transitional Provider Subsidy Payments**

Upon ratification of this agreement, family child care providers who were paid in April 2023 shall receive one-time payments no later than ~~September~~ November 30, 2023, as follows:

- Licensed-exempt = \$500
- Small Licensed = \$2,500
- Large Licensed = \$3,000

TA'd  
6/30/2023  
4:20pm  
[Signature]

TA'd  
6/30/23  
6:12pm  
[Signature]

STATE PROPOSAL #5  
ECONOMIC PACKAGE #6

DATE: June 29, 2023

TIME: 2:10 pm

ARTICLE: 7 – Rates and Incentives

SECTION: 7.2 Supplemental Rate Funding

Effective January 1, 2022, the state will appropriate one hundred forty four million and five hundred thousand dollars (\$144,500,000) per fiscal year, a total of two hundred eighty nine million dollars (\$289,000,000) over the term of 24 months from January 1, 2022, to be used as an upfront down payment and ongoing investment in addressing equity in, and increasing, reimbursement rates for all childcare providers covered by this Agreement and as anticipated in the Rate and Quality Systems Structure Review section of this Agreement. Use of the funding may be for monthly rate adjustments or lump bonuses at the discretion of CCPU. The methodology established by CCPU with technical assistance by the state to determine use of this funding shall be subject to review and approval by the state to ensure it is feasible to implement.

TA'd  
6/30/2023  
4:20  
cb

TA'd  
6/30/23  
6:12pm  
QA

STATE PROPOSAL #5  
SETTLEMENT PACKAGE #1

DATE: June 30, 2023

TIME: 12:30am

ARTICLE: 7 – Rates and Incentives

SECTION: 7.3 Rate and Quality Systems Structure Review Single Rate Structure and Alternative Methodology

The State and CCPU shall ~~establish a JLMC~~ continue the Rate and Quality Systems Structure Review JLMC to continue work toward long-term rate reform consistent with the committee's presentation made to the Department of Finance (DOF) in November 2022 and included in the Governor's January 2023 proposed budget to create a single reimbursement rate structure that addresses quality standards for equity and accessibility to all family childcare providers and supports positive learning and developmental outcomes for children.

~~The new rate structure should further the progress made with the Supplemental Funding in Article 7.2 of this agreement regarding the ongoing costs of providing quality family child care, meeting families' unmet child care needs, and changes needed to reimbursement rates and benefits to address providers' actual cost of care and address systemic inequities.~~

~~The new rate structure shall be presented to the Department of Finance for inclusion in the Governor's Proposed Budget presented to the Legislature by January 2023. The new rate structure would thereafter be adjusted through collective bargaining.~~

Consistent with the committee's presentation in November 2022, the State and CCPU agree that, after pre-approval from the federal Administration for Children and Families (ACF) of the methodology that the State proposes to utilize as an alternative to the Regional Market Rate (RMR) methodology, the state will use a cost-based rate setting methodology (the "Alternative Methodology") in developing a Single Rate Structure for subsidized child care reimbursement rates. More specifically, the State will utilize a cost estimation model, which involves building a tool to estimate the impact of different variables on cost, such as program type (e.g., license-exempt family friend and neighbor, licensed family child care, licensed center), regulatory requirements (Title 22 or Title 5), ages and needs of children served, whether services are provided during the weekend or other non-traditional hours, regional variations in costs and resources, and defined program quality elements.

TA'd  
6/30/2023  
4:20 PM  
JTB

TA'd  
6/30/23  
6:12 PM  
AJT



**STATE PROPOSAL #5**  
**SETTLEMENT PACKAGE #1**

By undertaking the activities necessary to submit a request for pre-approval of the Alternative Methodology and Single Rate Structure on March 28, 2023; by contracting to complete the public engagement and data collection and analysis and creation of a cost estimation model necessary for federal approval of a Single Rate Structure based on the Alternative Methodology in the State Plan; and by launching the Rate and Advisory Panel as a forum for public engagement in the process; the State has taken steps and made progress toward adoption of an Alternative Methodology and Single Rate Structure.

Between July and October, 2023, the State will pursue constituent engagement and data collection activities intended to inform the development of the state's anticipated cost estimation model, incorporating committee feedback to the data collection and analysis plan. The State will use the information gathered during data collection in formulating the cost estimation model. No later than February 15, 2024, the committee, using information from the cost estimation model, shall define the elements of the base rate and any enhanced rates to inform the State's proposed Single Rate Structure and rates to be subjected to the mandated public engagement state plan process. No later than July 1, 2024, the State will submit necessary information to support use of a Single Rate Structure utilizing the Alternative Methodology to the ACF in the Child Care and Development Fund (CCDF) State Plan or an amendment to the State Plan.

The State and CCPU shall jointly determine the size and composition of the JLMC; the JLMC shall, at a minimum, include representatives of the State and CCPU, and shall also invite additional experts and/or stakeholders as deemed necessary and mutually agreed upon. The State will dedicate staff to support the work of the JLMC. The State shall secure a contractor, in consultation with the JLMC, to develop recommendations for rate reform and changes to the system of quality projects and programs.

~~The JLMC will meet initially within 30 days of ratifying this Agreement and no less than once per month thereafter.~~

Within sixty (60) days of ACF approval of the Single Rate Structure utilizing the Alternative Methodology in the CCDF State Plan, the State shall provide CCPU an outline of implementation components for the approved Single Rate Structure. For a period of thirty (30) days, CCPU shall have the opportunity to review and provide feedback regarding draft guidance for implementation of policies within the scope of representation. Within ninety (90) days subsequent to ACF approval of the Single Rate Structure utilizing the Alternative Methodology in the CCDF State Plan, the parties agree to re-open Article 7.1 (Rates) and 7.X (Cost of Care Plus Rate) of this Agreement for good faith negotiations to restructure the current subsidy reimbursement rates, and

TA 1  
6/30/2023  
4:20pm CAB

TA 1 d  
6/30/23  
6:12pm  
AG

STATE PROPOSAL #5  
SETTLEMENT PACKAGE #1

the associated funding, to be applied to family child care providers consistent with the ACF-approved Single Rate Structure, and the implementation thereof. Rates shall take effect when any other activities reasonably necessary to implementation have occurred such as regulatory and policy guidance, training for contractors, and updates to contracts and necessary data systems.

TA'd  
6/30/2023, 4:20pm  
ATJ

TA'd  
6/30/23  
6:12pm  
ATJ

STATE PROPOSAL  
ECONOMIC PACKAGE #1

DATE: April 12, 2023

TIME: 11:17am

ARTICLE: 7 – Rates and Incentives

SECTION: 7.4 Incentive to Retain Licensed Providers

The State shall appropriate three million one hundred and sixty thousand dollars (\$3,160,000) one-time for the purpose of providing incentive payments to family child care providers who become and remain licensed, as outlined below.

When any unlicensed individual obtains a Family Daycare Home license on or after June 28, 2021, and has maintained an active license for twelve (12) consecutive months, such provider shall receive a one-time incentive payment in the amount of five hundred dollars (\$500) to be distributed by the State Department of Social Services. These incentive payments shall be provided to the extent that appropriated funds are available or until June 30, 2023, whichever comes first.

TA'd  
6/30/2023, 4:20pm  
OAB

TA'd  
6/30/23  
6:12pm  
GA



STATE PROPOSAL #1  
ECONOMIC PACKAGE #4

DATE: June 10, 2023

TIME: 8:13pm

ARTICLE: 7 – Rates and Incentives

SECTION: 7.x Definition of Part-Time and Full-Time

Six (6) months following ratification of this agreement, "Part-Time" care shall be defined as any care certified for a child who is enrolled in family child care for less than twenty (20) twenty-five (25) hours per week.

Six (6) months following ratification of this agreement, "Full-Time" care shall be defined as care certified for a child for twenty-five (25) hours or more per week.

This is intended to stabilize the workforce and providers who service children and families, and serve more children.

TAd  
6/30/2023; 4:20pm  
OAB

TAd  
6/30/23  
6:12pm  
OAB

STATE PROPOSAL #1  
ECONOMIC PACKAGE #4

DATE: June 16, 2023 TIME: 8:13pm

ARTICLE: 7 – Rates and Incentives

SECTION: 7.x Ongoing Provider Stabilization Reimbursement Based on Certified Need

Family Fees:

For the term of this Agreement, family fee requirements will be waived for all families receiving subsidized child care services from family child care providers. Contractors will reimburse licensed family child care homes and license exempt child care providers for the full amount of the certificate or voucher without deduction family fees.

Reimbursement Based on Families' Certified Need:

For the term of this Agreement, contractors and counties must reimburse Alternative Payment Program providers, Migrant Alternative Payment Program providers, and providers of CalWORKs child care, 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. Providers will be reimbursed based on the family's certified need for services at the maximum authorized hours of care.

For monthly attendance records or invoices, the childcare provider may submit an attendance record or invoice without the parent or guardian signature.

A. Alternative Payment Program providers, Migrant Alternative Payment Program providers, pursuant to Chapter 3 (commencing with section 10225) of Part 1.8 of Division 9 of the Welfare and Institutions Code, Emergency Child Care Bridge Program for Foster Children providers, pursuant to Welfare and Institutions Code section 11461.6, and providers of CalWORKs child care, including license-exempt providers, pursuant to Chapter 21 (commencing with section 10370) of Part 1.8 of Division 9 of the Welfare and Institutions Code and family child care providers operating through a family child care home education network pursuant to Chapter 8 (commencing with section 10250) of Part 1.8 of Division 9 of the Welfare and Institutions Code shall be reimbursed based on the families' certified need rather than attendance.

1. Providers shall be reimbursed based on the maximum authorized hours of care, regardless of attendance.

THL  
6/30/2023 4:20pm  
CBB

TA'd  
6/30/23  
6:12pm  
ad



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #4**

2. For families certified for a variable schedule, providers shall be reimbursed based on the maximum authorized hours of care.
  3. For license-exempt providers that provide part-time services, providers shall be reimbursed based on the maximum authorized hours of care.
- B. For Family child care home education network providers funded through California state preschool programs pursuant to Article 2 (commencing with Section 8207) of the Education Code, and migrant child care and development programs pursuant to Chapter 6 (commencing with Section 10235) of, general child care and development programs pursuant to Chapter 7 (commencing with Section 10240) of, or child care and development services for children with special needs pursuant to Article 9 (commencing with Section 10260) of, Part 1.8 of Division 9 of the Welfare and Institutions Code shall receive 100 percent of reimbursement based on the family's certified need for services at the maximum authorized hours of care less any allowable administrative expenses withheld by the contractor.

THL  
6/30/2023 4:20pm  
[Signature]

TA'd  
6/30/23  
6:12pm  
AA



4/2/2023  
12:09 pm

**ARTICLE: 8 - Joint Labor Management Committees**

**SECTION: 8.1 Joint Labor Management Committee (JLMC)**

- A. The State and CCPU encourage the use of Labor Management Committees to address issues of mutual concern to either party in a problem-solving context. Upon request of either party, a Joint Labor Management Committee (JLMC) shall be established to address specific or ongoing issues.
- B. An established JLMC shall adhere to the following guidelines unless otherwise expressly modified by this Agreement:
  - 1. The JLMC will consist of equal reasonable number of state representatives selected by the state and CCPU representatives selected by CCPU.
  - 2. JLMC recommendations, if any, will be advisory in nature.
  - 3. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.
  - 4. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

TA'd  
4/2/2023  
12:10 pm  
CA

TA  
4/2/23  
QRA  
12:10 pm

STATE PROPOSAL (DELETE)

DATE: 4/1/2023

TIME: 11:01 am

ARTICLE: 8 - Joint Labor Management Committees

SECTION: 8.2 Capacity JLMC

~~The Master Plan for Early Learning and Care lifts up the need to maximize accessibility and options for families by expanding child care supply, pointing out that equitable access to early learning and care depends upon families having a choice of program settings near their homes or work. Furthermore, child care options are limited as parents return to work, with the expansion of child care slots, and are even more limited for parents seeking care in nonstandard hours.~~

~~Further, it is the intent of CCPU and the State of California to establish a Joint Labor Management Committee (JLMC) that will review issues related to addressing child care deserts and meeting the additional child care capacity necessary to serve families as California increases subsidized child care investment in part by exploring topics related to the maximum number of children for whom a licensed family childcare provider is authorized to provide care, also known as "licensed capacity". The JLMC shall conform to the standards established in Article 8 - Joint Labor Management Committees. The State and CCPU share the goals of improving how current guidelines impact families and providers and maximizing licensed capacity while offering high quality child care and early education and benefiting families' well-being, and will develop a joint proposal to do so. Topics to discuss include, and are not limited to:~~

- ~~A. addressing barriers that prevent small licensed family daycare homes from converting to large licensed family daycare homes,~~
- ~~B. revisiting the age definition of infants and other children,~~
- ~~C. exploring increases to family daycare home licensed capacity,~~
- ~~D. discussing grace periods to licensing ratios for parents who are late for pickups to improve equitable access for families using nonstandard hour care, and~~
- ~~E. waiver to capacity limits if needed to provide care for siblings in the same family.~~

~~The JLMC will meet at least monthly and will consult with the California Department of Social Services (CDSS) Child Care Licensing Program subject matter experts such as the Child Care Law Center, parent groups such as the Parent Voices, the California~~

Tkd  
6/30/2023, 4:20pm  
ckb

Tkd  
6/30/23  
6:12pm  
QA



STATE PROPOSAL #1  
ECONOMIC PACKAGE #1

DATE: April 22, 2023

TIME: 11:17am

ARTICLE: 8 - Joint Labor Management Committees

SECTION: 8.3 Health Benefits Standing JLMC

The State and CCPU agree to establish a standing Health Benefits Joint Labor Management Committee (JLMC) to discuss access to quality affordable healthcare benefits for all CCPU bargaining unit members. The committee shall work towards joint recommendations on how to achieve access to quality affordable healthcare including any immediate steps that may be taken to begin supporting those providers that currently do not have access to high quality healthcare or may not be able to afford it. The first task of the committee shall attempt to make recommendations on what could be done to immediately improve access to healthcare for providers in time to be considered by the current legislative cycle that ends on September 10, 2021. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.

The Health Benefits JLMC shall meet a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

TAd  
6/30/2023, 4:00pm  
Cbb

TAd  
6/30/23  
6:12pm  
AA



STATE PROPOSAL (DELETE)

DATE: 4/1/2023

TIME: 11:01 AM

ARTICLE: 8 - Joint Labor Management Committees

~~SECTION: 8.4 Payment Timeliness and Referral Process JLMC~~

~~The State and CCPU agree to establish a standing payment timeliness and referral process Joint Labor Management Committee (JLMC) to discuss the following topics:~~

- ~~• How to improve the referral processes of political subdivisions, contractors, or subcontractors charged with the administration of a state-funded early care and education program, as defined in subdivision (f) of Section 8431 of the California Education Code.~~
- ~~• Information to be Included with payments to providers.~~
- ~~• Improve the current practices so providers receive timely, regular and accurate payments for care provided.~~
- ~~• Improve current practices so providers can be made whole expediently when underpayments occur.~~
- ~~• Create a fair process to resolve overpayment issues.~~

~~The committee shall work towards joint recommendations on the topics listed above. The first task of the committee shall be to attempt to make recommendations on what could be done to immediately fix any issues and barriers to providers receiving timely payments as well as a clearer and more streamlined referral process. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.~~

~~The Payment timeliness and Referral process JLMC shall meet a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.~~

~~The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.~~

TAD  
6/30/2023 4:20pm  
CBB

TAD  
6/30/23  
6:12pm  
AA

STATE PROPOSAL (DELETE)

DATE: 4/1/2023

TIME: 11:30 AM

ARTICLE: 8 - Joint Labor Management Committees

SECTION: 8.5 Paid Time Off Standing JLMC

The State and CCPU agree to establish a standing Paid Time Off Joint Labor Management Committee (JLMC) to discuss access to meaningful Paid Time Off for all CCPU bargaining unit members. The committee shall work towards joint recommendations on how to ensure providers have access to meaningful paid time off so they can rest and recover from illness when necessary. The first task of the committee shall be to attempt to make recommendations on what could be done to immediately increase any current paid time off for providers in time to be considered by the current legislative cycle that ends on September 10. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.

The Paid Time Off standing JLMC shall meet a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

TAd  
6/30/2023, 4:20pm  
Cbb

TAd  
6/30/23  
12:12pm  
GA



STATE PROPOSAL  
ECONOMIC PACKAGE #1

DATE: April 22, 2023

TIME: 11:17am

ARTICLE: 8 - Joint Labor Management Committees

**SECTION: 8.6 Standing Retirement Benefits JLMC**

The State and CCPU agree to establish a standing Retirement Benefits Joint Labor Management Committee (JLMC) to discuss access to retirement benefits for all CCPU bargaining unit members. The committee shall work towards joint recommendations on how to provide access to retirement benefits for providers including any immediate steps that may be taken to begin supporting those providers that currently have been providing care and early education to children for an extended period of time. The first task of the committee shall be to attempt to make recommendations on what could be done to immediately improve access to retirement benefits for providers in time to be considered by the current legislative cycle that ends on September 10, 2021. The State and CCPU agree to work in partnership to execute any joint recommendations this JLMC may propose. Joint recommendations may only be reached by mutual agreement.

The Retirement Benefits JLMC shall meet a minimum of one meeting a month with its initial meeting occurring no later than July 15, 2021.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon.

TAd  
6/30/2023, 4:20 PM  
CAB

TASB  
6/30/23  
6:12 PM  
RAD



STATE PROPOSAL (COUNTER #2)

DATE: June 27, 2023

TIME: 2:10 p

ARTICLE: 8 - Joint Labor Management Committees

SECTION: 8.7 Suspension and Expulsion

The State and CCPU agree to ~~continue the established~~ a Joint Labor Management Committee (JLMC) to provide recommendations to the California Department of Education and the California Department of Social Services pursuant to Section 8489.1 of the Education Code and Section 10491.1 of the Welfare and Institutions Code no later than December 31, 2023-March 31, 2024. This date may be extended by mutual agreement. ~~discuss the suspension and expulsion practices among family childcare providers and make recommendations for potential changes related to prohibiting the expulsion or suspension of a child by a family childcare provider, including access to sufficient resources and/or training for providers and parents to work with all children. In doing so, the JLMC will consider Education Code section 8230.1 8222.~~

The JLMC will commence no later than one calendar month following the ratification of this Agreement.

The State and CCPU shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of the State and CCPU, and may also include additional experts and/or interest ~~stake~~holders as deemed necessary and mutually agreed upon.

At any time before the expiration of this Agreement, the committee may decide to publish a report of their findings and recommendations. This JLMC shall continue until it makes final recommendations for potential changes related to suspensions and expulsions.

TJA  
6/30/23, 4:20pm  
CAB

TJA  
6/30/23  
6:12pm  
CAB

STATE PROPOSAL #3  
ECONOMIC PACKAGE #3

DATE: June 3, 2023

TIME: 2:23pm

ARTICLE: 9 - Duration

This Collective Bargaining Agreement between CCPU and the State of California shall be effective from the date of full ratification and shall remain in full force and effect until July 1, 2023-2025.

TA'd  
6/30/2023 4:20pm  
ob

TA'd  
6/30/23  
6:12pm  
A 4



STATE PROPOSAL #1  
ECONOMIC PACKAGE #1

DATE: April 22, 2023

TIME: 11:17a

ARTICLE: ADDENDA

**SECTION: ~~Addenda 1 COVID-19 Relief Agreement (February 2021)~~**

The COVID-19 Relief Agreement dated February 5, 2021 shall be incorporated into this agreement as an addendum.

Upon full ratification of the COVID-19 Relief Agreement dated April 19, 2021 and signed on April 20, 2021, said agreement shall be incorporated as an addendum herein.

**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,

TAD  
6/30/23, 4:22pm  
CBB

TAD  
6/30/23  
6:12pm



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

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: CGPU and the State of California. The workgroup will be comprised of eight participants from the State and eight participants from CGPU.

TAD  
6/30/2023; 9:20am  
clb

TAD  
6/30/23  
6:12 PM  
QA



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

~~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~~

TAD 6/30/23. 4:20pm  
Ckb

TAD  
6/30/23  
6:12pm  
QA



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

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.

TAd  
6/30/2023, 4:20 PM  
Cbb

TAd  
6/30/23  
6:12 PM  
AD



STATE PROPOSAL #1  
ECONOMIC PACKAGE #1

DATE: April 22, 2023

TIME: 11:17am

ARTICLE: ADDENDA

SECTION: ~~Addenda 2 COVID-19 Relief Agreement (April 2021)~~

Upon full ratification of the ~~COVID-19 Relief Agreement dated April 19, 2021 and signed on April 20, 2021~~, said agreement shall be incorporated as an addendum herein.

~~AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND CHILDCARE 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 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.~~

THd  
6/30/2023, 4:20 PM  
Cdb

THd  
6/30/23  
6:12 PM  
AA



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

**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,

TAD  
6/30/22  
4:27M  
[Signature]  
TAD  
6/30/23  
9:12PM



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

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.

TAD  
6/30/23; 4:20pm  
Olb

TAD  
6/30/23  
6:12pm  
ANT



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

**4. Continuation of Existing COVID-Related Flexibilities**

a. 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.~~

TAD  
6/30/23 4:20pm  
CBB

TAD  
6/30/23  
6:12pm  
MAY



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

~~(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.~~

**b. 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 8221.6 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)**

~~a. Effective July 1, 2021, an additional \$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.~~

TAd  
6/30/2022: 4:20pm  
clb

TAd  
6/30/23  
6:12pm  
9/8



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

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

TJH  
6/30/23 4:20am  
CLB

TJH  
6/30/23  
6:12pm  
TJH



**STATE PROPOSAL #1**  
**ECONOMIC PACKAGE #1**

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.

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.

TAd  
6/30/23 4:22am  
CB

TAd  
6/30/23  
6:12pm  
a Page 7 of 7



*B. N. [Signature]*

**NEW – HEALTH BENEFITS TRUST**

~~Upon ratification of this agreement, the State shall contribute \$120 million for each fiscal year, beginning fiscal year 2023-2024, payable to the A health care benefits trust received one-hundred million and one-hundred thousand dollars (\$100,100,000) from the State to establish and administer a health benefits trust to be administered by CCPU. The trust, known as Child Care Providers United – California Workers Health Care Fund ("Fund"), was established for the purpose of providing healthcare benefits, including and not limited to: premium and out-of-pocket healthcare assistance to providers enrolled in health insurance plans through Covered CA, Medicare, Medi-Cal, or a partner/spouse's employer-based plan and for the purpose of paying administrative, outreach, and other Fund-related costs.~~

~~The FundCCPU will provide the State an annual report to detail the distribution of funds from the prior year and any remaining balance. The State will give reasonable advance notice to CCPU of federal reporting requirements related to the funds provided pursuant to this MOU, and the parties agree to provide any information the federal government requires to be reported. The parties agree that there is no deadline by which the funding must be exhausted.~~

~~Beginning ~~July~~ ~~January~~ April 1, 2024, and for each year of the agreement thereafter, the State shall make a single contribution of additional funding to the Fund within ninety (90) days of receiving the annual report from CCPU to restore the balance to \$100,000,000 if the remaining balance in the annual report required by this article is less than \$100,000,000.~~

~~To the extent that additional data is requested from the FundCCPU for trust administration of this benefit, the State will provide any existing information to the FundCCPU, upon request. If the requested data is not currently held by the State, but may be available by a contractor of the State, the State will request the contractor to submit the data to the FundCCPU.~~

*TA [Signature]*  
*6/30/23, 4:20pm*  
*[Signature]*

*TA'd*  
*6/30/23*  
*6:12pm*  
*[Signature]*



STATE PROPOSAL #4  
SETTLEMENT PACKAGE #1

DATE: June 30, 2023

TIME: 12:30 am

NEW – RETIREMENT BENEFIT TRUST

- A. Upon full ratification of this agreement, \$100,000 one-time contribution payable to such entity as designated by CCPU to establish a CCPU Retirement Trust.
- B. Upon full ratification of this agreement, the State will provide an initial \$75 \$80 million lump sum contribution to the CCPU Retirement Trust to be utilized for improving access to retirement benefits for licensed providers that currently have been providing care and early education to children for an extended period of time. Further, this contribution may apply to family child care providers who become and remain licensed and may have their service time considered for the purpose of receiving retirement benefits. The State contribution shall not require the State to assume any administrative or fiduciary responsibilities with respect to a CCPU Retirement Trust, which shall be the responsibilities of CCPU or its designated entity.
- C. CCPU will provide the State an annual report to detail the distribution of funds from the prior year and any remaining balance. The State will give reasonable advance notice to CCPU of federal reporting requirements related to the funds provided pursuant to this MOU, and the parties agree to provide any information the federal government requires to be reported. The parties agree that there is no deadline by which the funding must be exhausted.
- D. Beginning July 1, 2024, and for each year of the agreement thereafter, the State shall make a single contribution to the Retirement Trust within ninety (90) days of receiving the annual report from CCPU to restore the balance to \$75 \$80 million if the remaining balance in the annual report provided pursuant to Section C is less than \$75 \$80 million.

TA d  
6/30/2023 4:20pm  
[Signature]

TA d  
6/30/23  
6:12pm  
[Signature]

STATE PROPOSAL (COUNTER #1)

DATE: April 22, 2023

TIME: 11:42 am

ARTICLE: TBD

SECTION: NEW - Emergencies

As stated in California's Child Care Disaster Plan of 2016, which serves as an annex to the State Emergency Plan, Family-child care providers is an are essential workers, service for emergency response workers and necessary for a community's economic recovery. Further, family childcare providers are vital to families working non-traditional hours and who value access to care in homelike environments.

In the event of an emergency as declared by State or Federal authorities, the state and CCPU shall meet and confer in good faith upon request by either party in accordance with Welfare and Institutions Code (WIC) § 10425.5. During disasters and other emergencies, the State shall prioritize support for family child care, including and not limited to: access to appropriate facilities to provide child care; additional funding to reimburse providers for costs related to the disaster/emergency; additional in-kind support including food, water, shelter, transportation, etc. needed for appropriate child care. Such timely support shall be to maintain family child care services in case of epidemic, fire, flood, earthquake, emergency created by war as declared by federal or state authorities, when needed to work as disaster service workers under the law, or other bona fide emergency situations (e.g., tornado, landslide, cyber attack, mass shooting), and to compensate providers for losses due to such emergencies, including bargaining about the distribution of any federal, state and/or local funds available. The meet-and-confer shall continue for a reasonable period of time in order to freely exchange information, opinions, and proposals, and to endeavor to reach an agreement on matters within the scope of representation. The State and CCPU shall endeavor to provide related information within a reasonable time frame upon request by either party.

Tfd  
6/30/2023, 4:20 pm  
Cbb

TA'd  
6/30/23  
6:12 pm  
QA



STATE PROPOSAL (COUNTER #3)

DATE: June 23, 2023

TIME: 1:13 pm

ARTICLE: TBD

SECTION: NEW PAYMENT TIMELINESS

The State shall ensure that timely and accurate payments are made to family child care providers as follows.

The State's uniform, statewide procedures regarding payment timeliness are set forth below.

1. Within 6 months of the ratification of this agreement, contractors and counties are required to develop, implement, and publish for access by family childcare providers a plan for timely payment to family childcare providers, including publication in provider information/handbooks and in individual provider agreements. The plan shall include the following:
  - a. A provision requiring that, in accordance with Title 45, Code of Federal regulations 98.45, family childcare providers be paid within 21 calendar days of the receipt submission of:
    - i. A complete record or invoice for services (attendance record), as defined in the WIC Section 10227.5, or
    - ii. Daily sign-in/sign-out sheets, as referenced in the California Code of Regulations, Title 5 (5 CCR) sections 17818 and 18065.

~~This provision shall also include a process to define the submission date as the same date as the receipt date, in whatever format the submissions are made (i.e. both paper and electronic submissions).~~

- b. A schedule for the payment of services which shall be signed by the family childcare provider.
- c. A provision that provides if a provider submits attendance records or invoices for multiple children and not all individual records or invoices within the submission are adequate, payments shall not be withheld for those records or invoices that include adequate information to provide a payment. ~~Such partial payments shall be paid within 21 days of the initial receipt of attendance records or invoices. Providers shall be notified within two (2) business days of receipt of inadequate attendance records or invoices, and~~

Txd  
6/30/2023, 4:22pm  
clb

Txd  
6/30/23  
6:12pm  
GPA

STATE PROPOSAL (COUNTER #3)

~~the 21-day requirement for payment shall apply upon submission of adequate information.~~

- d. Procedures that establish clear processes and timelines to resolve overpayment and underpayment issues, which shall include individual provider written consent to recover overpayment(s).
  - e. A provision that provides if a contractor or county is unable to issue reimbursement payments within 28-21 calendar days of submission due to extenuating circumstances, such as an emergency or payment system malfunction, the impacted provider shall be notified within a reasonable timeframe of the contractor or county becoming aware of the circumstance causing the delay of reimbursement payment.
2. The State will support the contractor or county with the development and implementation of the plan and compliance with the requirement for timely payments. If a finding of noncompliance is determined by the California Department of Social Services or the California Department of Education, the respective department may issue a finding of noncompliance and the contractor or county may be subject to corrective action.
- ~~a. If the plan for timely provider payments is missing or incomplete, a noncompliance finding will be determined by the California Department of Social Services or the California Department of Education. The State will support the contractor or county with the development and implementation of the plan to pay family childcare providers timely. Contractors and counties may shall be subject to corrective action if the State identifies compliance issues.~~
- ~~b. If the published plan is not complied with, a noncompliance finding will be determined by the California Department of Social Services or the California Department of Education. The State will support the contractor or county with the compliance with the plan to pay family childcare providers timely. Contractors and counties shall be subject to corrective action if the State identifies compliance issues.~~
3. A family child care provider may submit a monthly attendance record or invoice, as defined in Welfare and Institutions Code section 10227.5(f), without a parent's signature when the parent has not communicated with the provider for seven consecutive days and the provider has notified the county or contractor of the parent's lack of communication in accordance with Title 5, California Code of Regulations section 18066.5 and documented the provider's unsuccessful attempts to collect a signature.
- ~~4. The State shall immediately adopt uniform, statewide procedures, including requirements that payments to family child care providers:~~

TAD  
6/30/23 4:20pm  
[Signature]

TA: al  
6/30/23  
6:12pm  
AA



### STATE PROPOSAL (COUNTER #3)

- ~~a. are made no later than ten (10) days of submission by family child care providers of all sufficient information to process such payments, and that family child care providers are notified within two (2) business days from submission of any and all additional specific information needed to process payment(s);~~
  - ~~b. are not withheld if sufficient information has been submitted to provide a partial payment, with the processing of such partial payment subject to all other applicable procedures;~~
  - ~~c. are done in the method chosen by each provider (i.e., by direct deposit, paper warrant/check, or debit card);~~
  - ~~d. are able to be processed electronically, including the submissions and corrections by family child care providers;~~
  - ~~e. include all relevant information describing the calculation of all payments and itemizing any amounts withheld from payments for any reason(s), including but not limited to authorized union dues and/or fees;~~
  - ~~f. ensure that providers can be made whole within three (3) calendar days when underpayments occur;~~
  - ~~g. include a fair process to resolve overpayment issues.~~
- ~~2. The State shall immediately establish and implement procedures to enforce the requirements defined above, which shall include:~~
- ~~a. notification to all parties responsible for making payments to family child care providers of these requirements;~~
  - ~~b. mandating compliance with these requirements as a condition for any party who makes payments to family child care provider(s);~~
  - ~~c. imposing fines, fees, and/or other financial penalties on any party failing to comply~~

(This document represents CCPU's last pass as single underline/strikeout and all new additions/deletions from the State shown with double underline/deletions)

TAD  
6/30/2023; 4:20pm  
CBO

TAD  
6/30/23  
6:12pm  
NS