



Agreement Between

The State of California

and

**Child Care Providers United - California, a joint partnership of SEIU
and AFSCME/UDW (CCPU-CA)**

covering

**STATE-FUNDED FAMILY CHILD CARE
PROVIDERS**

Effective

September 22, 2025 through July 1, 2028

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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), 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 child care 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 child care providers and the state by permitting a provider organization certified as the representative of family child care providers to meet and confer with the state regarding matters within the scope of representation and other areas as mutually agreed upon in negotiations.

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 Welfare and Institutions Code Section 10421, subdivision (a), and as the exclusive negotiating agent for all family child care providers as defined by Welfare and Institutions Code Section 10421, subdivision (b).

Pursuant to 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.

ARTICLE 2 – REPRESENTATION

2.1 Preservice Meetings and Orientation

In accordance with Section 10428.7 of the 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 preservice meetings or orientations for family child care 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) 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, 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 forty-five (45) minutes provided for the CCPU presentation and the entities conducting pre-service meetings and orientations shall not discourage participants to join in the CCPU presentation.

A. Live (in-person or virtual)

1. At its discretion, CCPU may create and provide in advance a 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 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 preservice meetings or orientations. Such representative(s) shall be provided the opportunity to make presentations, whether or not CCPU has provided a presentation in advance.
3. Except for the CCLD orientation required by HSC 1596.845, 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. Online (Pre-recorded module)

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 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, 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. For the CCLD orientations 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 9.1 of this Agreement.

2.2 Provider Information

The State shall provide the Union with a list of Family Child Care 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 day of each month. This list shall include:

- A. Names of all licensed and licensed-exempt family child care 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. 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. 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, 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
- H. Primary language used, if known
- 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

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.

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. CDSS shall investigate those concerns, 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.

2.3 Dues Deduction

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. 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. Monthly payments will account for all payments deposited since the last processed payment.

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.

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 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.

2.4 Emergencies

As stated in California's Child Care Disaster Plan of 2016, which serves as an annex to the State Emergency Plan, child care is an essential service for emergency response workers and necessary for a community's economic recovery. Further, family child care 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. 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.

2.5 CCPU Information Packets

Upon commencing initial services with a contractor, subcontractor, or any political subdivision of the state that administers state-funded early care and education program, a family child care provider shall be given written material as supplied by CCPU on a one-time basis at the start of services.

Within six months of ratification, each contractor, subcontractor, or any political subdivision of the state that administers state-funded early care and education programs shall provide the above-referenced materials on a one-time basis to current

family child care providers in the manner they customarily distribute information directly to providers.

The state parties, including contractors, subcontractors, or any political subdivisions of the state, shall not incur any costs in providing the above-referenced written materials, and this shall not create a disruption to normal business operations.

This section shall not be subject to the arbitration procedure established in Section 5.9, Formal Grievance - Step 3 of this agreement.

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.

ARTICLE 4–GENERAL PROVISIONS

4.1 No-Strike

During the term of this Agreement, neither CCPU, including its agents and staff, nor any family child care 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 child care 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).

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 child care 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.

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.

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).

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.

4.6 Individual Agreements

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

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 child care provider may file a complaint with any entity or jurisdiction vested with investigating and addressing such matter, including, but not limited to, California Civil Rights Department (CRD), 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 child care providers' status as employees or independent business owners or classifies family child care providers as public employees. This provision does not, for any purpose, create an employer-employee relationship between family child care 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 9.1 of this Agreement to assess, if any, inequitable impacts of the policies and practices of a state-funded early care and education program.

4.8 Technology and System Improvements

When the State determines it has the ability to implement technology and system improvements to existing processes, including utilization of new technology, automation, or new mandatory uniform policies and practices concerning payment and payment reporting procedures for state-funded early care and education programs that directly

impact providers, the State will provide written notice to CCPU and an opportunity to meet and confer over the impacts prior to implementing the improvements.

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE

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.

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, the term “party” means CCPU, a family child care provider, the State, the Department of Social Services, the Department of Education, 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.

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.

5.4 Waiver of Steps

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

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.

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 fourteen (14) calendar days from the date requested.

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, a formal grievance may be filed no later than fourteen (14) calendar days after the grievant 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 applicable party at the local 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.

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 or union's formal level of appeal. All previous documentation and relevant communications shall be submitted with the appeal.

- B. Within thirty (30) calendar days after receipt of the appealed grievance, the department or union 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.

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 or the State shall have the right to submit the grievance to arbitration by making the request to CalHR or CCPU. All previous documentation and relevant communications shall be submitted with the request for arbitration. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the second level response, it shall be considered withdrawn.
- B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on CCPU or the State, the moving party shall contact the other party 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, the moving party 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 Mediation and Conciliation Service or the Federal Mediation and Conciliation Service, the moving party shall contact the other party 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 or the State 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 or the State 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 arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

ARTICLE 6 – TRAINING

- A. Beginning July 1, 2025, and full ratification of this agreement, and for each year of the agreement thereafter, the State shall make a single contribution to the Fund within ninety (90) days of receiving the annual report to restore the Fund balance to \$15 million if the remaining balance of the annual report required by this article is less than \$15 million.
- B. The parties may bring any of the following matters of interest to the Joint Labor Management Committee provided for in Article 9.1:
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.
- C. CCPU will provide the State with an annual report detailing the distribution of funds from the prior year and any remaining balance. Reports may be submitted no later than June 30th of each year of the stated duration of this agreement. The report shall include all of the following:
1. Total number of enrolled providers at the beginning of the reporting cycle.
 2. Total number of enrolled providers at the end of the reporting cycle.
 3. Months of subsidy care and early education for each enrolled provider.
 4. Total allocations to enrolled providers.
 5. Total administrative expenses during the reporting cycle.
 6. Any other expenditures of the fund not otherwise specified above,

including any obligated but unspent funds referenced in Section D below.

7. Any demographic information collected by CCPU and the Training Trust as requested by the State.

- D. The restoration report may include up to \$3,750,000 for any obligated but unspent funds that may be needed during the state's 90-day restoration payment processing.

ARTICLE 7 – RATES AND INCENTIVES

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.

7.1 Rates

- 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 child care pursuant to Chapter 21 (commencing with Section 10370),
 - d. Family Child Care 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 Child Care 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 Child Care Home Education network contractors are:

- a. Migrant Child Care and Development Programs pursuant to Chapter 6 (commencing with Section 10235),
- b. General Child Care 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
- 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. Sub agreements 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.

7.2 Cost of Care Plus Rate

- A. All represented family child care providers shall receive one-time and once per month payments per child served who is enrolled in subsidized child care Cost of Care Plus Rate as specified in the below charts.
- B. Section 7.6, 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:

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

E. Contingent upon the parties reaching a tentative agreement no later than August 15, 2025 and full ratification no later than September 30, 2025, family child care providers who were paid based on April 2025 enrollments shall receive a one-time payment for the increased reimbursement consistent with SB 120 in addition to the Cost of Care Plus Rate payment provided in Section D of this provision to account for payment months of July 1, 2025 through December 31, 2025. Family child care providers who were paid based on April 2025 enrollments shall receive, no later than January 1, 2026, a one-time, per-child payment for each child enrolled in April 2025 as follows:

Region	Licensed Family Child Care Providers	License-Exempt Providers
Central	\$72	\$54
Northern	\$78	\$54
Southern	\$84	\$60
Los Angeles	\$90	\$66
Bay Area	\$114	\$78

F. If the parties fail to reach a tentative agreement as described in Section E, providers shall receive an increase to the one-time payment in Section E. The following amount will be added to the one-time payment in Section E for each

additional month beginning January 1, 2026, for which providers have not received a payment described in Section G:

Region	Licensed Family Child Care Providers	License-Exempt Providers
Central	\$12	\$9
Northern	\$13	\$9
Southern	\$14	\$10
Los Angeles	\$15	\$11
Bay Area	\$19	\$13

- G. Effective January 1, 2026, or after the one-time payment provided for in Section F of this provision can take effect, whichever occurs later, the per-child Cost of Care Plus Rate amounts shall be as follows:

Region	Licensed Family Child Care Providers	License-Exempt Providers
Central	\$152	\$107
Northern	\$154	\$108
Southern	\$174	\$122
Los Angeles	\$186	\$130
Bay Area	\$230	\$161

Section D, E, and F of this provision shall no longer apply upon this section becoming operable.

- H. It is the intent of this provision that providers will receive a Cost of Care Plus Rate increase for each month beginning July 2025 regardless of whether provided in Section E, F, or G.

- I. One-Time, Per-Child Provider Stabilization Payments

Family child care providers who were paid in April 2025 shall receive one-time, per-child payments corresponding to the reported April 2025 enrollments. Providers shall receive this payment no later than January 1, 2026, contingent upon the parties reaching a tentative agreement no later than August 15, 2025 and full ratification no later than September 30, 2025. These payments shall be provided in relation to Article 8.1 (G).

One-time, per-child payments shall be as follows:

Licensed Family Child Care Providers	License-Exempt Providers
\$431	\$300

7.3 Alternative Methodology State Subsidy Rates

The State and CCPU continued the Rate and Quality Systems Structure Review Joint Labor Management Committee (JLMC) to work toward long-term rate reform consistent with the JLMC's presentation made to the Department of Finance (DOF) in November 2022 to create a single reimbursement rate structure that addresses quality standards for equity and accessibility to all family child

care providers and supports positive learning and developmental outcomes for children.

Consistent with the JLMC's presentation in November 2022 and 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 has used a cost-based rate setting methodology (the "Alternative Methodology") to inform a Single Rate Structure for subsidized child care reimbursement rates. More specifically, the State has utilized a cost estimation model, which involved 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.

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 completing 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 pursued constituent engagement and data collection activities intended to inform the development of the state's anticipated cost estimation model, incorporating JLMC feedback to the data collection and analysis plan. The State used the information gathered during data collection in formulating the cost estimation model. In 2024, the JLMC, using information from the cost estimation model, defined 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. On June 27, 2024, the State submitted 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 parties acknowledge that reaching agreement on the Single Rate Structure is a necessary step towards making the new reimbursement rates effective, and that such new reimbursement rates shall be subject to negotiations as required by the Building a Better Early Care and Education System Act. The parties agree that to further make meaningful progress toward implementing the Single Rate Structure, the following shall apply:

A. Consistent with subdivision (I) of Section 10227.6 of the Welfare and Institutions Code, as amended (AB 120), base rates shall vary based on all of the following:

1. Geography as described in Section B below.
2. Type of care setting as described in Section C below.
3. Regulatory requirements applicable to each type of care setting.
4. Time categories described in Section C below.
5. Child age.

B. Rates will vary by geographic region as follows:

Region 1: Glenn, Trinity, Del Norte, Modoc, Siskiyou, Imperial, Tehama, Colusa, Lassen, Mariposa, Plumas, Inyo, Kings, Tulare, San Bernardino, Lake, Tuolumne, Fresno, Merced, Yuba, Kern, Amador, Alpine, Sierra, Humboldt, Calaveras, Stanislaus, Mendocino, Madera, Butte, Sutter, San Joaquin, Shasta

Region 2: Nevada, Mono, Riverside, Sacramento, Yolo, Solano, San Luis Obispo, El Dorado, Alameda

Region 3: Los Angeles

Region 4: San Benito, Ventura, Sonoma, Napa, Contra Costa, Placer, Monterey, Orange, San Diego, Santa Barbara

Region 5: Marin, Santa Clara, San Francisco, San Mateo, Santa Cruz

C. Rates will vary by care setting for license-exempt Family, Friend, and Neighbor (FFN) and licensed Family Child Care Home (FCC) providers, and by regulatory requirements applicable to each type of care setting. Rates will include Part Time and Full Time weekly time categories as described in Section 7.4 of this agreement, and will vary by infant, preschool, and school-aged child age categories.

- D. In April 2024, the Administration for Children and Families (ACF) updated 45 Code of Federal Regulations (45 CFR), Part 98, related to the Child Care and Development Fund (CCDF) (the Final Rule). The Final Rule amended 45 CFR § 98.45(m)(1) to require that states ensure timely provider payments by paying providers in advance of or at the beginning of the delivery of child care services, to align with generally accepted payment practices. The ACF has granted the state a waiver from prospective payment requirements through August 1, 2026. The state intends to meet federal requirements related to prospective payment.
- E. The structure defined in Subsections A, B, and C of this section shall be excluded from the Economic Reopener provision of this agreement.
- F. The State and CCPU shall convene a Joint Labor Management Committee (JLMC) to convene no less than once per month to strive to develop joint recommendations for a single reimbursement rate structure (the “Single Rate Structure”).

The Single Rate Structure will be comprised of base rates and enhanced rates for non-traditional hours and inclusion. It shall be informed by the cost-based rate setting methodology (the “Alternative Methodology”) under a unified structure that takes into account a common set of rate elements, in accordance with subdivision (I) of Section 10227.6 of the Welfare and Institutions Code.

No later than November 30, 2025, the JLMC will submit its joint recommendations to the Director of the Department of Social Services for consideration in collaboration with the Department of Education. If the JLMC is unable to arrive at joint recommendations by November 30, 2025, the recommendations of each respective party will be submitted to the Director in lieu of the aforementioned joint recommendations.

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.

- G. The parties agree that the single rate structure will become operable upon the parties reaching agreement on the specific rates and that the necessary implementation activities have occurred, including but not limited to: updates to impacted State, contractor, agency, and county payment, administrative, and data automation systems; issuance of written State program guidance; required modifications to State contracts, fiscal handbook, funding terms and conditions, program forms, and fiscal and contract monitoring and audit procedures; and State staff, contractors, agencies, and counties trainings.

7.4 Definition of Part-Time and Full-Time

Pursuant to WIC Sections 10213.5(al)(1) and 10213.5(al)(2) and EC Section 8205(ag)(2) part-time and full-time weekly care is defined as follows:

“Part-Time” care shall be defined as care certified for a child for less than twenty-five (25) hours per week.

“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.

7.5 Reimbursement Based on Certified Need

The parties agree that in the interest of providing program stability for the children and families participating in the subsidized child care system and consistent with private pay practices, family child care providers should not be denied reimbursement when the provider is willing and able to provide care regardless of child attendance. Accordingly, for purposes of this section, providers shall not be reimbursed for days on which the provider is not open to provide services, except as follows:

- 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.
 - 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.

- C. For purposes of this section, providers shall not be reimbursed for days on which the provider is not open to provide services, except for non-operational days, as provided in the California Code of Regulations (CCR) Title 5, Section 18076.2; or, 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), or General Child Care and Development Programs pursuant to Chapter 7 (commencing with Section 10240) of Part 1.8 of Division 9 of the Welfare and Institutions Code, during an approved emergency closure request made by the contractor consistent with Welfare and Institutions Code Section 10286.5.

7.6 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. Contractors and counties are required to develop, implement, and publish for access by family child care providers a plan for timely payment to family child care 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 child care providers be paid within 21 calendar days of the 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.
 - b. A schedule for the payment of services which shall be signed by the family child care 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.

- d. Procedures that establish clear processes and timelines to resolve overpayment and underpayment issues, which shall include provider written consent to recover overpayment(s).
 - e. A provision that provides if a contractor or county is unable to issue reimbursement payments within 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.
 - 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.

7.7 Economic Reopener

The parties agree to reopen Article 7 and other related economic provisions of this agreement upon increased appropriations of the Legislature for the purpose of families' child care subsidy reimbursement rates.

ARTICLE 8 – CCPU BENEFITS TRUSTS

8.1 Health Benefits Trust

- A. A health care benefits 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 currently active 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.

- B. CCPU will provide the State with an annual report detailing the distribution of funds from the prior year and any remaining balance. Reports may be submitted no later than June 30th of each year of the stated duration of this agreement. The report shall include all of the following:
1. Total number of enrolled providers at the beginning of the reporting cycle.
 2. Total number of enrolled providers at the end of the reporting cycle.
 3. Months of subsidy care and early education for each enrolled provider.
 4. Total reimbursements paid to enrolled providers.
 5. Total administrative expenses during the reporting cycle.
 6. Any other expenditures of the fund not otherwise specified above.
 7. Any demographic information collected by the Child Care Providers United-California Workers Health Care Fund as requested by the State that is not confidential in nature.
- C. The State will give reasonable advance notice to CCPU of reporting requirements related to the funds provided pursuant to this MOU, and the parties agree to provide any information required. The parties agree that there is no deadline by which the funding must be exhausted.
- D. Beginning July 1, 2025, and for each year of the duration of the agreement thereafter, the State shall make a single contribution of additional funding to the Fund within ninety (90) days of receiving the above-reference annual report from CCPU to restore funding based on provider enrollment as follows:

<u>CRITERIA</u>	<u>VALUE</u>
Total enrollment of 1-10,000 providers	up to \$50,000,000
Total enrollment of 10,001-20,000 providers	Up to \$75,000,000
Total enrollment of 20,001 providers and above	Up to \$100,000,000

- E. To the extent that additional data is requested from CCPU for trust administration of this benefit, the State will provide any existing information to CCPU, 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 CCPU.

- F. Non-direct benefit costs, including but not limited to administrative, outreach, and other costs intended to administer and increase provider enrollment in the Fund shall not exceed \$6,000,000 for each reporting period. The CCPU fund restoration request may include up to \$1,500,000 for administrative costs that may be needed during the state's 90-day restoration payment processing.
- G. Upon execution of this Agreement, the State and CCPU shall both withdraw their pending grievances regarding the \$60,000,000 requested for restoration to the Health Care Fund requested in the CCPU report submitted on March 7, 2025.

8.2 Retirement Benefit Trust

- A. The CCPU Retirement Trust shall be utilized for improving access to retirement benefits, may include other traditionally provided post-employment benefits, for licensed providers that currently provide care and early education for children for an extended period of time. Further, the State's 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.
- B. CCPU will provide the State with an annual report detailing the distribution of funds from the prior year and any remaining balance. Reports may be submitted no later than June 30th of each year of the stated duration of this agreement. The report shall include all of the following:
 - 1. Total number of enrolled providers at the beginning of the reporting cycle.
 - 2. Total number of enrolled providers at the end of the reporting cycle.
 - 3. Months of subsidy care and early education for each enrolled provider.
 - 4. Total allocations to enrolled providers.
 - 5. Total administrative expenses during the reporting cycle.
 - 6. Any other expenditures of the fund not otherwise specified above.
 - 7. Any demographic information collected by CCPU and the Retirement Benefit Trust as requested by the State that is not confidential in nature.
- C. The State will give reasonable advance notice to CCPU of reporting requirements related to the funds provided pursuant to this MOU, and the parties agree to provide any information required. The parties agree that there is no deadline by which the funding must be exhausted.

D. Beginning July 1, 2025, and once for each year of the duration of the agreement thereafter, the State shall make a single contribution to the Retirement Trust within ninety (90) days of receiving the above-referenced annual report from CCPU to restore the balance to \$80 million if the remaining balance in the annual report provided pursuant to Section B is less than \$80 million and the total number of enrolled providers currently providing subsidized child care has increased from the amount of providers reported for the prior year. The requirement to increase the total number of enrolled providers from the number of providers reported for the prior year shall only apply in years there is an increase to the base rates provided for in Section 7.1 of this agreement.

E. Non-direct benefit costs, including but not limited to administrative, outreach, and other costs intended to administer and increase provider enrollment in the Fund shall not exceed \$5,000,000 for each reporting period. The CCPU fund restoration request may include up to \$1,250,000 for administrative costs that may be needed during the state's 90-day restoration payment processing.

ARTICLE 9 – JOINT LABOR MANAGEMENT COMMITTEES

9.1 Joint Labor Management Committees

- A. The State and CCPU encourage the use of Labor Management Committees to address issues of 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.

ARTICLE 10 – 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, 2028.

COLLECTIVE BARGAINING REPRESENTATIVES

STATE TEAM

Candace Hyatt, Chief Negotiator
California Department of Human Resources

Kate Van Sickle
California Department of Human Resources

Kody Gralian
California Department of Human Resources

Bertha Vega Castellanos
California Department of Human Resources

Anna Levine
California Department of Social Services

Jeremy Heebner
California Department of Social Services

Alice Juarez
California Department of Social Services

Noah Fullerton
California Department of Social Services

Adam Rodriguez
California Department of Social Services

Dan Brownfield
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Jackie Barocio
California Department of Social Services

Alejandra Ruiz
California Department of Social Services

Shanice Orum
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Amanda Gollon
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Stephen Propheter
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Anita Vicini

Alexa Frankenberg

Michael Haberberger

Charles Allen

Melissa Noriega

Magaly Vega