

**Memorandum of Understanding**

This memo of Understanding (MOU) between the University of New Mexico (UNM) and Communication Workers of America (CWA) indicates an understanding between the two parties that the bargaining unit staff at the UNM Children’s Campus shall receive a temporary pay supplement of three (\$3.00) dollars per hour which is subject to the Terms and Conditions | Acceptance of Funds of the Competitive Pay for Professionals (CPP) Grant. The effective date of the temporary supplemental pay will be November 19, 2022, if the MOU is signed by November 18, 2022. The temporary supplemental pay increase is effective until August 31, 2023, unless funding ceases or UNM Children’s Campus or the staff member does not meet the terms and conditions of the CPP Grant. Both parties understand and agree that ECECD reserves the sole and exclusive right to update the Grant agreement in the future if it deems it necessary under the circumstances.

Any negotiated MSU increases will be to the base pay rate **not** the rate after the temporary supplemental pay of three (\$3.00) dollars per hour provided by the CPP grant.

For staff to be eligible for the supplemental pay, all the terms and conditions of the CPP Grant must be met (attached).

This MOU is contingent on the approval of UNM Children’s Campus application for the CPP Grant being approved.

*Kathy Agnew*  
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Kathy Agnew  
UNM-Asst. VP, Human Resources  
Date: Nov 18, 2022

*Jana Smith-Carr*  
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Jana Smith-Carr  
CWA – District Staff Rep  
Date: 11/18/2022



# Competitive Pay for Professionals (CPP) Grant Opportunity

## Terms and Conditions | Acceptance of Funds

### **Competitive Pay for Professionals (CPP) Grant Opportunity Requirements**

1. By accepting Competitive Pay for Professional funds, I agree to all requirements, understandings, and conditions included in these Terms and Conditions.
2. I agree to use these funds solely for staff salary increases and as indicated herein and in the application process and agree to pay each staff member the entire salary increase provided by ECECD for that employee, minus any deducted taxes. I understand that if I use the funds for any other purpose other than the \$3.00 hourly increase for my employees that I will have to repay ECECD all misused funds and I may subject myself to potential criminal or civil penalties if I violate the terms of this grant opportunity.
3. I understand that as a provider participating in the CPP Grant Opportunity, I must certify on a monthly basis that I am subject to all terms and conditions at the time I certify the number of paid hours for that month.
4. I understand and agree that eligible staff include, and are limited to, all on-site staff with active ECECD-issued background clearance checks working at licensed child care centers and homes, and Tribal Child Care and Development Block grant funded child care programs within the geographic boundaries of the State of New Mexico. Head Start and Early Head Start programs that provide child care services are only eligible to receive CPP grant funding for actual staff hours used to provide child care services, and not for staff hours providing Head Start or Early Head Start Services. All other terms, conditions and restrictions apply to Head Start and Early Head Start providers.
5. For each staff position (including, but not limited to, lead teachers, aides, and any other staff who are employed by the child care provider to work in transportation, food preparation, or other types of service), I agree to continue paying at least the same amount of current hourly wages, plus an additional \$3.00 per hour of CPP funds, and maintain the same benefits for each employee for the duration of the CPP Grant Opportunity. I also understand and agree that CPP payments made by ECECD will be calculated based on regular hours paid for each employee enrolled in the program.
6. For every employee, I agree that the \$3.00 per hour increase provided by the CPP grant opportunity is in addition to the base hourly rate I will pay my employee(s), which must be at least the minimum wage of the locality of that employee's assigned work location. I agree that all my eligible employees will always earn at least \$3.00 more than the hourly minimum wage in the employee's assigned work location during my participation in the CPP grant opportunity.



7. I understand and agree that I must honor an eligible employee's decision to not participate in the CPP Grant Opportunity and decline a \$3.00 hourly increase. I also understand and agree that I must obtain a signed and notarized statement from each eligible employee choosing to decline the \$3.00 hourly increase within twenty-one (21) calendar days of that employee informing me of the decision. I agree to keep and maintain all signed and notarized statements from employees opting out of the \$3.00 hourly increase in my files for at least three (3) years after the date of signature and provide ECECD a copy if requested. I also agree to indicate any employees who opted out within the Provider Dashboard.
8. I understand and agree that CPP funds are unavailable for overtime based on a 40-hour work week. Providers may only enter up to 40 hours per eligible employee, per week into the Provider Dashboard for the additional \$3.00 per hour. I also understand and agree that ECECD will not pay the additional \$3.00 per hour for any hours entered over 40 hours per week.
9. I understand that during the CPP Grant Opportunity, ECECD will issue each participating provider an additional payment of five (5%) percent of the total amount of the monthly CPP award each month. This additional monthly payment is for the provider to use toward any administrative expenses associated with implementing the CPP Grant Opportunity. ECECD will not issue any other additional payments as part of the CPP Grant Opportunity.
10. I understand and agree that my program must be licensed and in good standing with ECECD at all times during the grant opportunity. ECECD reserves the right to suspend or remove any provider or program from this grant opportunity if it determines that this provision has been violated, or if ECECD suspects a provider or program has engaged in suspected fraud, misappropriation of funds, or any other suspected financial irregularity with respect to the CPP Grant Opportunity.
11. I agree to upload any requested staff employment records, such as pay stubs, for example, with my initial opt-in and/or when requested by ECECD in future months. I understand and agree that ECECD will provide me with a reasonable amount of time to upload any requested records and I must comply or risk being out of compliance with these terms and conditions.
12. I understand and agree that funds are awarded based on the regular hours paid to staff each month. I also understand that my failure to update staff information or correctly enter staff hours paid may result in an overpayment, and I must return any funds that should not have been awarded.
13. I understand and agree that ECECD reserves the sole and exclusive right to update this agreement in the future if it deems it necessary under the circumstances. If ECECD does amend this agreement to change the current terms or provide additional ones, ECECD will require participating CPP providers to review and agree to the new or amended terms. Participating CPP providers choosing not to agree to updated terms and conditions proposed by ECECD will not be eligible to continue receiving CPP Grant Funds.
14. I understand and agree that owners of licensed childcare facilities are not eligible to receive CPP funds unless they also serve as the named Director or Assistant Director of that childcare facility.



15. I agree to maintain all original, supporting documentation related to my CPP application and how this funding was spent for at least three (3) years from the date of my last payment. Program records and supporting documentation related to the CCP program include, but are not limited to, the following:
  - Program records documenting a \$3 an hour increase for each eligible staff member;
  - Documentation to verify eligible staff receiving CPP funds for each month awarded; and
  - Detailed records that indicate the date nature and amount of CPP funds used for payroll increases and any administrative expenditures.
16. I agree to make all relevant and required records subject to inspection by ECECD or its designee, the New Mexico Department of Finance and Administration (DFA) and the New Mexico Office of the State Auditor (OSA) at any time requested or within a reasonable amount of time under the circumstances. ECECD, DFA, and OSA or their designees shall have the right to audit billings both before and after payment. Payment shall not foreclose the right of ECECD, DFA, OSA, their designees or any authorized federal or state entity to recover excessive or illegal payments.
17. I understand and agree that the terms and conditions of this grant opportunity are contingent upon sufficient appropriations, federal grants or other funds being made to ECECD. If sufficient funds are unavailable, this grant opportunity shall terminate immediately upon notice being given by ECECD. I agree that ECECD's decision as to whether sufficient funds are available is made in its sole discretion and shall be accepted and shall be final. I also understand and agree that ECECD may amend this grant opportunity to unilaterally reduce funding if it determines that sufficient funds are unavailable.
18. I understand and agree that this is a ten-month grant program and payments will be issued the first week of every month, beginning December 2022 (for hours worked in November 2022), and concluding September 2023 (for hours worked in August 2023).
19. I understand and agree that each licensed program or site may have a maximum of two authorized users to enter employees' hours worked each month into the Provider Dashboard.
20. I understand and agree that I can opt out of CPP Grant Opportunity by not submitting employee hours in the Provider Dashboard and sending a written request to opt out to: [ececd.grants@ececd.nm.gov](mailto:ececd.grants@ececd.nm.gov)
21. If, at any time during the program, I am found to be ineligible or not adhering to the terms and conditions, my payments will be discontinued. When eligibility issues are resolved, I may reapply in the future and be considered for participation.
22. I understand and agree that I must meet the following qualifications to be eligible for payments:
  - My program must be always licensed and in good standing with ECECD during the grant opportunity.



- All employees enrolled in the CPP grant opportunity must maintain an active ECECD-issued background check clearance for each month receiving CPP funds and for the entirety of each month. The CPP grant opportunity will not pay for staff hours worked while an employee is waiting for ECECD background check clearance. ECECD will only pay hours worked by an employee with an approved and active ECECD-issued background check clearance.
- 23. I understand and agree that ECECD may require repayment of funds disbursed to me if the terms and conditions are not met.
- 24. I understand and agree that authorized users may only (1) enter paid staff hours in the Provider Dashboard for the current month and (2) correct paid hours for the immediately previous month. For example, in the month of December 2022, authorized users will be able to (1) enter time in the Provider Dashboard for December 2022 paid staff hours and (2) correct the hours entered for eligible employees in November 2022. I also understand that updating time for the previous month in the Dashboard will delay payments for the time entered for that month.
- 25. I understand and agree that ECECD cannot provide advice regarding the local, state, or federal tax implications of this grant opportunity. ECECD encourages you to consult with an accountant, tax attorney, or tax advisor.
- 26. I understand and agree that nothing in this grant opportunity shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a party to this grant opportunity.
- 27. I understand and agree that ECECD will not become involved in any dispute between myself or any of my employees, future employees, or past employees concerning CPP funds unless ECECD deems the issue(s) to be of interest to the Department and its goals or mission.

\_\_\_ I acknowledge that I have read and understand all the terms and conditions set forth above, confirm that I have entered all information into the grant application accurately and truthfully, and hereby agree to these terms and conditions and affirm under penalty of law that I will abide by all stated terms and conditions.