

AGREEMENT FOR RESOLUTION OF IMPASSE
Between Modesto City Schools Board of Education
and
Modesto City Schools Head Start Delegate Parent Policy Committee

This agreement for Resolution of Impasse is entered into by and between Modesto City Schools Board of Education (hereinafter Board), located 426 Locust Street, Modesto, California 95351, and the Modesto City Schools Head Start Delegate Parent Policy Committee (hereinafter DPPC), located at the same address.

I. Clarification of Responsibilities

- A. It is understood and agreed upon by all parties that the overall fiscal and legal responsibilities for the administration of the Head Start program lies with the Board.
- B. It is also agreed upon and understood that Head Start require that the Modesto City Schools Head Start program has a DPPC and that this DPPC has decision-making authority under the Head Start Performance Standards (45-CFR 13404) Subchapter B – The Administration for Children and Families, Head Start Programs (Parts 1301-1305). Sub chapter B outlines the policy-making right and responsibilities of the DPPC.

II. Definition of Impasse

Impasse occurs when the Board and the DPPC cannot agree on an issue for which the DPPC has the right to approve or disapprove. The DPPC must first take each step in the grievance process before an impasse can be declared. If there is disagreement over the areas of approval or disapproval responsibility according Subchapter B, clarification will be sought from the Head Start Grantee Office Stanislaus County Office of Education, and an impasse will not be declared until such clarification is obtained.

III. Mediation/Impasse Procedures

- A. At any time, either party may inform the other party, in writing, that the parties are “deadlocked” over one or more joint decisions. The declaration shall describe

the group's decision and the information and rationale used to arrive at the decision.

- B. Within 10 working days, the party receiving the "deadlock" declaration and decision rationale shall respond in writing with a description of their group's decision and the information and rationale used to arrive at their decision.
- C. Within ten (10) working days from receiving the other party's response, either party may notify the other in writing of their intent to utilize mediation to resolve the dispute(s). The parties shall attempt to agree on the selection of the mediator. Should the parties fail to mutually agree on a mediator, they shall make a joint request to the State of California Conciliation and Mediation Service for a list of seven (7) qualified mediators residing within the State of California. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the mediator. The first party to strike will be determined by the flip of a coin.
 - 1. The parties and the selected mediator shall jointly develop a process and timeline to explain the dispute(s), provide supporting documents and meet in an effort to resolve the dispute(s).
 - 2. If a compromise is negotiated, MCS will develop a written document detailing the content of the compromise. The Chairperson of the DPPC and the Board will sign the document.
 - 3. Each party shall designate only one (1) of its members to present its case at the mediation proceedings. To facilitate communication, a certified court translator may be present at all hearings and may be required to translate oral statements and such documents as are needed. Either representative may be assisted for translation or clarification purposes.
 - 4. Costs of travel, per diem for all parties, salary, payment for the mediator and interpreters and assistants to the DPPC shall be paid by MCS from Head Start funds.
- D. If mediation fails to resolve the deadlock, an impasse may be declared by either MCS or the DPPC. When an impasse is declared, the party declaring the impasse must notify the other party in writing that an impasse has been declared. MCS will, within (14) calendar days of receipt of written notification of an impasse, submit the matter to binding arbitration or negotiate a compromise between the two parties. The terms of any negotiated compromise will be reduced to writing and signed by the Chairperson of the DPPC and the Superintendent.
- E. If a compromise cannot be reached within the fourteen (14) calendar day period, then the matter will be submitted to binding arbitration. At the time a determination is made to submit the matter to arbitration a consultant will be

selected by the DPPC to assist them with translation, typing, and other needed support services. This is to assist the DPPC in preparing its data for the hearing. MCS will notify the Chairperson of the DPPC in writing by registered letter that the matter is being submitted to binding arbitration. Such notification shall include, at the minimum, the following:

1. A written statement indicating the issue or issues which have resulted in an impasse.
2. A statement that the DPPC shall designate a member for the arbitration panel within fourteen (14) calendar days of receipt of the notification and forward the name of the designee, the designee's business telephone number and address to MCS.
3. A statement that a certified court translator will be in attendance at all hearings and will translate verbal comments and written documents as needed.
4. The written statement shall be in English and in Spanish. Should the DPPC fail to designate an arbiter to represent its interests within fourteen (14) days, MCS shall make the appointment.

IV. Arbitration Panel Composition

- A. The arbitration panel shall consist of three (3) arbiters: one (1) to be designated by MCS, one (1) to be designated by the DPPC, and one (1) to serve as the chairperson and to be designated by the other two arbiters.
- B. All three (3) arbiters shall be individuals of good reputation and standing within their community, shall not be associated with the MCS Head Start program, and shall not be affiliated (either through blood or marriage) with any DPPC members, delegate staff members, or MCS staff members. The third arbiter shall be a person of impartial judgment and good reputation and shall have none of the above affiliations. The third arbiter shall also have knowledge of federal regulations and the law in general.
- C. Failure to Name a Third Member

Within ten (10) calendar days after the designation of the arbiter for the DPPC and the arbiter for MCS, the two (2) arbiters shall agree on a third arbiter. If the two (2) arbiters are unable to agree on a third arbiter, the MCS will appoint the third arbiter from a list of potential arbiters provided by the Stanislaus County Bar Association.

D. Scheduling the Arbitration Hearing

1. The three (3) person arbitration panel shall schedule the arbitration hearing within fourteen (14) calendar days after the designation of the third arbiter. This time frame may be extended by mutual agreement.

2. The hearing shall be held in a mutually agreed upon location with consideration for the convenience of the parties, but not at the Modesto City Schools offices, school sites, or early childhood education sites.

E. The duty of the arbitration panel is to resolve the issues in dispute as expeditiously and fairly as possible. The proceedings of the arbitration panel shall consist of:

1. Oral presentation of the DPPC's position.
2. Oral presentation of MCS's position.
3. Response by both parties to such questions as the arbitration panel wishes to ask.
4. Informal cross-examination of each party by the other within the limits allowed by the arbitration panel.
5. Such additional presentation of oral or written materials as the arbitration panel deems necessary to fully appraise it of relevant facts for an informed decision. The parties may suggest to the arbitration panel additional relevant witnesses or materials that would be helpful to the arbiters.
6. If the arbitration panel needs additional materials (such as budget statements, Head Start regulations, Modesto City Schools records, or other materials of that nature), MCS has the duty to provide the panel with such documents within a time limit which a reasonable person acting in good faith could have provided the information.

F. Compromise

The arbitration procedure does not preclude the parties from compromising their differences and reaching a settlement so long as the arbitration panel has issued no final decision.

G. Standard of Conduct

1. Both parties are obligated to operate in good faith before, during and after the proceedings. Neither party may communicate with the arbiters once the panel has been selected except at formal meetings attended by all parties. Any attempt to intimidate an arbiter shall result in a default judgement against the party guilty of it.

2. Refusal to comply with directions, continued use of delaying tactics, or other obstructive tactics by any person at the hearings shall constitute grounds for immediate exclusion of such person from the hearing by chairperson.

H. Representation of the Parties at the Hearing

Each party shall designate only one (1) of its members to present its case at the proceedings. To facilitate communication, a certified court translator will be present at all hearings and will be required to translate oral statements and such documents as are needed. Either representative may be assisted for translation or clarification purposes.

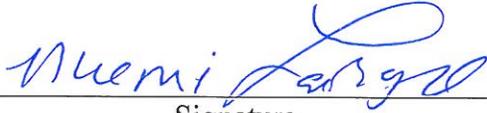
I. Post-Hearing Procedures and Decisions

1. The arbitration panel shall issue its decision in writing within fourteen (14) calendar days after the hearings are concluded. The decision shall be in writing in the languages appropriate to the parties involved and shall be forwarded to the Director of Early Childhood Education, the DPPC, and MCS within fourteen (14) calendar days of the conclusion of the hearings.
2. The final decision shall be binding on both parties, and there shall be no appeal.
3. MCS and DPPC are parties to the arbitration hearing.
4. MCS will, within five (5) days of receipt of the ruling, submit it to the Head Start Grantee office. The Grantee may, if necessary, submit such ruling to the Head Start Regional office. If the ruling is found by the Grantee or Regional office to be contrary to federal regulations, then it shall be declared void. In such a case, another arbitration panel shall be consulted, and the process outlined above shall be reenacted. If it is not found to be contrary to federal regulations, the decision shall be implemented immediately.

AGREED:

MODESTO CITY SCHOOLS
HEAD START DELEGATE PARENT POLICY COMMITTEE

By Committee Chairperson:



Signature

Nuemi Largo, Chairperson

Name/Title

January 17, 2020

Date

AGREED:

MODESTO CITY SCHOOLS
BOARD OF EDUCATION

By Board President:

Signature

Name/Title

Date