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**COLLECTIVE  
BARGAINING  
AGREEMENT**



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**THE STATE OF WASHINGTON**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION 925**

**EFFECTIVE**

**JULY 1, 2017 THROUGH JUNE 30, 2019**



**2017-2019**

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**SEIU 925 FAMILY CHILD CARE PROVIDERS  
EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2019**

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## **PREAMBLE**

This Collective Bargaining Agreement (Agreement) has been made and entered into by and between the State of Washington, (hereinafter referred to as the “State”) and the Service Employees International Union, Local 925, (hereinafter referred to as the “Union”). The Union and the State recognize the unique relationship created by the amendments to [RCW 41.56](#) where the State is designated as the employer for family child care providers only for the purposes of collective bargaining. [RCW 41.56](#) shall not be read as conferring any additional authority on the State to interfere with the relationship between the consumer and the child care provider.

The parties enter into this Agreement, acknowledging the following:

- The Union and the State share a common mission to ensure that every Washington family has access to quality child care.
- Access to quality child care is essential for families transitioning from welfare to work, as well as for those low and moderate income families striving to achieve and maintain self-sufficiency.
- Family child care providers are an integral part of the child care system, offering the preferred setting of thousands of working parents for caring for children served through the child care subsidy programs outlined in Appendix C.
- Providers, the State and Washington families have a shared interest in making child care a quality job and a respected profession.
- The parties agree to work together as partners to serve the needs of working families and to meet the highest standards in such service.
- The State, the Union, and providers will treat each other with dignity and respect.

Nothing in this Agreement should be read as in any way diminishing the rights of consumers to select, change or terminate their child care provider.

Nothing in this preamble shall be subject to the grievance process in this Agreement.

## **ARTICLE 1 UNION RECOGNITION**

### **1.1 Union Recognition**

Service Employees International Union Local 925 is recognized as the sole and exclusive representative as defined in [RCW 41.56](#) for all subsidized Family, Friends and Neighbors (FFN) and licensed family child care providers.

For purposes of this Agreement, FFN providers are defined as care providers who are paid through the State's subsidy program but are exempt from State child care licensing regulations.

### **1.2 Integrity of the Bargaining Unit**

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it.

## **ARTICLE 2 NON-DISCRIMINATION**

The State agrees not to discriminate against any provider on the basis of race, sex, gender expression, gender identity, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or disability.

This Article shall not be construed as otherwise limiting or impeding the right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any child care provider giving services to them.

## **ARTICLE 3 CONSUMER RIGHTS**

### **3.1 Definition of Consumer**

For the purposes of this Agreement and law, a consumer is a person receiving subsidy benefits for a program listed in Appendix C.

### **3.2 Consumer Rights**

Nothing in this Agreement limits the subsidized consumer's sole and undisputed right to select and to terminate without cause and without notice the services of any provider.

### **3.3 Information Regarding Consumers**

This Agreement shall not be interpreted as to require the State to release confidential personal information regarding any consumer or any child under parental control of a consumer receiving subsidized child care services to the Union without the written permission of any such consumer. Personal information includes, but is not limited to: names, addresses, telephone numbers, email

addresses, any identification numbers including social security numbers or any other personal information.

**3.4 Consumer Confidentiality**

Union representatives and child care providers shall maintain strict standards of confidentiality regarding consumers and any child under parental control of a consumer receiving subsidized child care and shall not disclose personal information pertaining to consumers or any child under parental control of a consumer obtained from any source, unless the disclosure is with the express written consent of the consumer, compelled by legal processes, or otherwise required by law.

**3.5 Non-Waiver**

The above enumerations of consumer rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the consumer shall not be construed to mean that any right of a consumer is waived.

**3.6 Consumers Not Subject to Grievance Procedure**

No action taken by a consumer with respect to this Article or any consumer rights shall be subject to the grievance and arbitration procedures provided for in this Agreement.

**ARTICLE 4  
UNION RIGHTS**

**4.1 Union Exclusivity**

The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on any matters pertaining to terms and conditions of employment of bargaining unit members. However, the Union recognizes that the State in meeting its statutory obligations under [RCW 43.215](#) may frequently interact with bargaining unit members or groups that include bargaining unit members without notifying or requiring the Union's presence at those interactions.

**4.2 Union Activity**

The State agrees that no provider shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of any rights granted by statute or this Agreement, or on account of membership or non-membership in or lawful activities on behalf of the Union.

**4.3 Union Representatives**

The Union shall notify the State of the names of its official representatives and stewards, and changes in such representatives, as changes occur.



#### **4.4 Neutrality**

The State shall remain neutral on the question of union membership and union representation for providers. All questions addressed to the State concerning membership in or representation by the Union will be referred to the Union. The State shall make union neutrality part of its contract terms with vendors or service providers who deliver services established by this collective bargaining agreement.

#### **4.5 Lists**

The State will provide the Union with a list of providers electronically on a monthly basis by the fifteenth (15th) of each month. This list will include:

- A. Month in which the service was provided;
- B. Name of all providers who were paid a subsidy or subsidies in the previous calendar month as a product of their bargaining unit work;
- C. Provider number;
- D. Billing address;
- E. Mailing address;
- F. Telephone number, identifying whether cell or land line;
- G. Whether the provider is FFN or licensed;
- H. Amount of subsidy payment;
- I. Number of units billed; type of units billed (half-day, day or hour);
- J. Number of children billed;
- K. Amount of Union dues or other deductions that were deducted from the provider's payments;
- L. Provider's email address;
- M. Type of subsidy;
- N. Parent co-payment;
- O. Primary Language, if voluntarily self-disclosed by providers and available;
- P. Racial Identity and Ethnicity, if voluntarily self-disclosed by providers and available; and
- Q. Early Achievers Rating or Enhanced FFN status.

In addition, the State shall make available to the Union the provider number, provider type, name, address, phone number, and email address of any newly authorized child care provider on the month of such subsidy authorization.

#### **4.6 Union Orientation**

The State shall grant access, not to exceed thirty (30) minutes, at the FFN and licensed provider's in-person subsidy training, the Early Achievers orientation and the Child Care Basics Training provided by the Imagine Institute. The State shall notify the Union by email sixty (60) days in advance of each event listed above and include the time the Union presentation is scheduled. The Union representative may request an alternative mutually agreed upon time for the Union presentation. If there is no such request the originally scheduled time will be considered the agreed upon time. If the Union representative does not appear at the agreed upon time, the access of the Union to that training class is forgone. The State will notify the Union by email as soon as an orientation or training is cancelled or rescheduled. The Union presentation topics shall be limited to the following: the organization, provider's representation status, union benefits and distribution of membership applications. The State shall remain neutral regarding the Union's presentation.

The Union may provide the State with copies of a one (1) page brochure outlining the provider's collective bargaining benefits, to be distributed by the State with licensed or FFN application materials and other orientation materials. This one (1) page document will be neutral in content and approved by the State prior to distribution.

If orientation and pre-service training are available online, the Union may provide the State with information to be included, which may include a link to the Union's website. Online subsidy training will include information about the Union and a link to the Union's website. This information must be in compliance with State ethics laws, neutral in content and approved by the State.

The State will electronically send the Union the contact information for those providers who complete the on-line subsidy training. The contact information shall include the provider number, name, address, telephone number, and email address.

#### **4.7 Notices**

The State will provide to the Union either an electronic or hard copy of any notice provided by the State to all providers. The notice will be sent to the Union at the same time it is sent to all providers. The Department of Early Learning (DEL) will send a link to the online Working Connections Child Care Policy Manual to the current DEL listserv members when the manual is updated.

#### **4.8 Communications between the Parties**

The Union, OFM State Human Resources Labor Relations Section (LRS) and DEL will each designate a single contact person, as well as a backup person to be

copied, for bargaining information requests and responses, and to exchange other organizational communications. The parties agree that in order to avoid duplication of effort and to facilitate efficiency and clarity, the designated contact person(s) will always be included in such communications and exchanges.

The State shall provide to the Union the names and contact information of the appropriate individuals to address case specific subsidy matters.

The State is committed to providing consistent and effective individual communication with providers across all regions of the State, in order to build better relationships between providers and DEL; and this provision shall not be subject to the grievance process in this Agreement.

#### **4.9 Production of Agreement**

The State shall pay fifty percent (50%) of the costs of producing and printing this Agreement in sufficient quantities for distribution to the members of the bargaining unit, up to a maximum of twenty-five thousand dollars (\$25,000).

#### **4.10 Notice to the Union of Public Records Requests**

Public records requests concerning providers covered by this Agreement shall be in accordance with the Public Records Act (PRA) and other legal authority. As long as the following identifying information is subject to a PRA request, the State agency receiving the request shall notify the Union of public records requests for the identifying information of the providers covered by this Agreement, as defined in RCW 41.56 and as provided to the State by the providers:

- A. Residential/business/mailing addresses;
- B. Personal/business telephone numbers and email addresses;
- C. GPS or similar location coordinates;
- D. Driver's license numbers;
- E. Dates of birth;
- F. Subsidy payments or deductions; or
- G. Union membership status.

The State will redact providers' Social Security and Provider Numbers on any document subject to a public records request. The notice to the Union shall be provided within ten (10) business days of the request to the State agency and include:

- A. A copy of the request;

- B. A general description of the responsive records; and
- C. The actual date the State intends to produce the records.

The foregoing notice requirement applies to non-governmental entities but does not apply to information requests from governmental entities (city, county, state, federal, school districts, legislative, judicial, executive etc.). The notification provisions in this Article shall not be subject to the grievance process in this Agreement.

## **ARTICLE 5**

### **UNION MEMBERSHIP, DUES DEDUCTIONS AND CONTRIBUTIONS**

#### **5.1 Union Membership**

Family child care providers accepting subsidy payments for child care services provided shall be covered by this Agreement. Upon proper authorization from a family child care provider or the Union, the State as payor, but not as the employer, shall deduct from a bargaining unit member's provider payment a monthly amount of dues as determined by the Union. The State shall remit all deducted dues to the Union. The State shall not collect or reconcile any retroactive dues.

In the event there is a change in law or holding by a court of competent jurisdiction that allows for the withholding of dues or an equivalent fee as a condition of employment, the parties agree to restore the union security and dues deduction provisions of the 2011-2013 Collective Bargaining Agreement to the extent permitted and with any modifications required under law.

#### **5.2 Indemnify and Hold Harmless**

The Union and each provider agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the State for or on account of any deduction made from the pay of the provider. This Section shall not be interpreted to limit the right of the Union to use the Dispute Resolution Process contained in this Agreement to collect dues and contributions owed.

#### **5.3 Deductions**

##### **A. Dues Deductions**

The State will withhold union dues from each family child care provider who elects to become a member of the Union. The State shall honor the terms and conditions of each child care provider's authorized membership card.

##### **B. Voluntary Deductions**

Upon receipt of proper authorization for such deductions from the family child care provider or the Union, the State will deduct and transmit voluntary contributions.

- C. **Method of Deduction**  
The State will withhold union dues and/or voluntary contributions to one union fund or committee and possible health care premium payments from each provider's subsidy payments in the amount determined by the Union and as agreed to by the providers. The amount owed the Union each month will be sent no later than the fifteenth (15th) of the month.

**5.4 Documentation to Providers**

Each monthly remittance advice will include an itemized list of deductions including dues, contributions, and provider health insurance contributions for that month's payment.

By January 31st of each year, the State will prepare a document for providers reflecting the amount of dues, contributions and provider health insurance contributions paid to the Union and/or the Trust by the State on behalf of the provider as reportable income (gross income).

**5.5 Implementation Costs**

The cost of any Social Service Payment System programming changes required by this Article beyond the initial costs already paid by the Union shall be borne by the State. The ongoing regular cost of deducting dues and/or contributions to one union fund or committee and provider health insurance contributions shall be borne by the State.

**ARTICLE 6  
GRIEVANCE PROCEDURE**

**Dispute Resolution Philosophy**

The State and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them. Prior to filing a grievance, the Union and the State will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

**6.1 Definitions**

A. Grievance Definition

A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the Union or a provider. Neither the Union nor the provider can grieve issues outside the scope of this Agreement, including but not limited to selection or termination of provider services by the consumer, and/or any action taken by the consumer.

B. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by

excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to the date of receipt.

C. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the State to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

D. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date or time period in which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant;
7. The grievant's provider number; and
8. The name and signature of the Union representative or the provider filing the grievance.

E. Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

F. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

G. Consolidation

The State and the Union may consolidate grievances arising out of the same set of facts, with mutual written consent of the parties.

- H. Resolution  
If the State provides the requested remedy or a mutually agreed upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- I. Withdrawal  
A grievance may be withdrawn at any time.
- J. Resubmission  
If resolved, withdrawn or a timeline missed, a grievance cannot be resubmitted.

## 6.2 Grievance Procedure

- A. Informal Resolution  
Step 1: In an attempt to resolve any grievable issue, the provider and/or Union representative should confer with the State's designated representative prior to filing a written grievance. To attempt to informally resolve issues, providers may call the appropriate numbers listed in Appendix D.

The State will have thirty (30) calendar days to either resolve the problem or, if unresolved, provide a written response to the issue to the provider and the Union.

- B. Written Grievance  
Step 2: If the grievance is not resolved at Step 1, the provider and/or Union representative may submit the written grievance to the State within thirty (30) calendar days of the occurrence of the alleged violation or within thirty (30) calendar days of when the provider or the Union could reasonably have been aware of the incident or occurrence giving rise to the grievance. If the provider attempted to resolve a payment issue through the informal resolution process and received a supplemental payment that did not resolve the issue, the provider will have fifteen (15) calendar days after he/she receives the supplemental payment to file a grievance at Step 2. In the case of payment discrepancies, the timeline for claims is outlined in [Section 9.5](#).

The written grievance may be submitted in person, by U.S. mail, by fax or by email, and shall be directed to the OFM State Human Resources Labor Relations Section (LRS) with a copy to the Labor Relations Administrator of the Department of Early Learning.

The State shall schedule and hold a conference call or in-person meeting with the grievant and his/her Union representative within fifteen (15) calendar days of receipt of the written grievance in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the State will provide a written response to the

grievance within thirty (30) calendar days from the date of the conference call or meeting. If the response does not resolve the grievance, the Union may, within fifteen (15) calendar days of receipt of the written response, proceed to Step 4, Arbitration.

C. (Optional) Mediation

Step 3: As an alternative prior to final and binding arbitration in Step 4, if the matter is not resolved in Step 2, the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party no later than ten (10) calendar days of receipt by the Union of the State's written response in Step 2. The party receiving the request for mediation must notify the other party within ten (10) calendar days of receipt of the request whether or not it agrees to mediate the dispute. If the party receiving the request does not agree to mediate the dispute, the Union may, within fifteen (15) calendar days of the notification of the decision not to mediate, proceed to Step 4, Arbitration.

If the parties agree to mediation, they shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to attempt to resolve the issue.

The parties shall each pay one-half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs, including the costs of representation, advocacy and the costs of that party's appointed representatives.

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form a precedent for similar issues. If the issue is not successfully resolved through mediation, the Union may, within fifteen (15) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 4, Arbitration.

D. Arbitration

Step 4: If the grievance is not resolved at Step 2 or 3, the Union may, within the time frames noted above, file a request for arbitration to the State. The parties shall select an arbitrator by mutual agreement or, upon failure to agree upon an arbitrator, the Union shall, within fifteen (15) calendar days of the request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement. The Arbitrator shall be



limited in his or her decision to the grievance issue(s) unless the parties agree to a modification. In addition, the Arbitrator shall not award any compensation greater than a grievant would have received had there been no violation of this Agreement.

The award of the Arbitrator shall be final and binding upon both parties. The parties shall each pay one-half (1/2) the costs of the Arbitration, including the fees of the Arbitrator and any costs of the proceeding itself. However, each party shall bear the cost of their own representation, advocacy and witnesses. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

**6.3 Payment and Overpayment Disputes and Limitations**

Payment disputes (other than overpayment) shall be subject to the grievance process. Disputes regarding overpayments are only resolved through the Administrative Hearing Process and are not subject to the grievance process. The Administrative Hearing Process, however, does not preclude the filing of a grievance for a violation of the timeframes set forth in [Section 9.5](#).

**6.4 Licensing and Regulatory Issues**

Issues involving licensing of providers (including but not limited to denial, compliance agreement, suspension, and revocation) are not subject to the grievance process.

Issues involving the State's ability to carry out the WACs associated with eligibility for FFN providers (including but not limited to scope of care, provider affidavit, background checks and attendance records) are not subject to the grievance procedure.

**6.5 Grievance Calls Report to the Union**

The State's designated representative will provide a bi-annual report to the Union including the number of calls made to the grievance lines as well as the number of calls resolved and unresolved.

**ARTICLE 7**

**LABOR/MANAGEMENT COMMITTEE MEETINGS**

**7.1 Labor Management Committee**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss matters of mutual concern, the State's representatives shall meet, as may be reasonably necessary, but no less than semi-annually, with representatives of the Union. The parties shall exchange agendas thirty (30) calendar days prior to the scheduled meeting. There shall be at least a three (3) week notice of these meetings. Standing members of the committee shall

include representatives from the Union, the Department of Early Learning and the Department of Social and Health Services.

In addition to addressing ongoing matters of mutual concern, the Labor Management Committee may invite content area specialists from the relevant State offices (e.g., Department of Early Learning and Department of Social and Health Services' Children's Administration, Economic Services Administration, and Social Service Payment System) to discuss specific identified areas, including but not limited to Child Care Check website and DEL website issues, subsidy billing training, Early Achievers implementation, MERIT, racial equity, payment issues, improving efficiency in the State's child care programs, and quality incentives for family child care.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

#### **8.1 Income Verification**

Upon the request of a provider or any third party with the written authorization of the provider, the State shall provide written verification of past subsidy payments and bargaining unit work to the provider.

#### **8.2 No Strike/No Lockout**

During the term of this Agreement, neither the Union, the child care providers nor their representatives shall directly or indirectly engage in, authorize, assist, encourage, sanction or support any strike, walkout, slowdown, sickout or other similar interference with services to children provided by the child care providers.

The Union, child care providers and their agents shall not, for purposes of enforcing this Agreement, conduct picketing against any and all branches and departments of Washington State government, the State of Washington, its agents and/or its representatives. In the event that the State believes that any activity prohibited by this Article is imminent or is occurring, the State's representative shall contact the President of the Union prior to taking any personnel or legal action, in order to afford the Union the opportunity to inform its members of this contract provision and the law.

In recognition of the consumer's right to select, hire, and terminate any child care provider with or without cause, the parties agree that the State does not have the authority to lock out the Union or the child care providers.

#### **8.3 Provider Documents**

A child care provider may examine his or her own documents in the possession or control of the State. Review of the documents will be in the presence of a State representative during business hours, unless otherwise arranged. Written authorization from the provider is required before the Union will be granted access to the provider's documents. The provider and/or the Union may not remove any contents; however, a provider may provide a written rebuttal to any

information in the documents that he or she considers objectionable. A provider may request a copy of his or her documents and will receive these documents within forty-five (45) calendar days of a written request, with the exception of pending referrals and unresolved complaints. The State may charge a reasonable fee for copying any documents requested by the provider or the Union. If providers have questions about any of the information that has been provided, they can file a written appeal with the Department of Early Learning (DEL) for a review, explanation and correction, if necessary.

In accordance with [Article 3](#), Consumer Rights, of this Agreement, nothing in this Section shall be interpreted to mean that providers have access to consumer documents.

#### **8.4 Language Accessibility**

The Department of Early Learning shall publish selected provider documents in Spanish and English, including but not limited to licensing forms, special needs forms, FAQs, subsidy billing guides and Early Achiever QRIS information. “Documents” in this section shall not include RCWs or WACs.

The State shall continue to use interpreters, as requested, in communicating with child care providers. Specifically, interpretation services will be provided for phone calls, trainings, meetings and at public hearings when requested in advance.

#### **8.5 Providers’ Rights**

The State recognizes the rights of providers to select the children to be placed in their care, to terminate the relationship with consumers, and to enter into private agreements with consumers that do not contradict federal law, state law, the policies of DEL and other federal or state subsidy programs.

## **ARTICLE 9 PAYMENT**

#### **9.1 Timely Payment and Direct Deposit Payment Option**

Providers must submit an invoice for payment to the State for child care services no later than twelve (12) months after the date of service.

Provided that invoices are submitted correctly and timely, the State shall ensure that child care providers receive timely, regular and accurate payments for care provided. A provider may complete and mail an invoice, or as an alternative may choose to submit the invoice by calling Invoice Express from a touch tone telephone. Providers shall not use both invoicing methods for the same invoice. Payments resulting from a timely invoice will be processed the first business day of the month following the most recent month of service on the invoice, or after calling in an invoice, whichever is later.

Payment will be by mail through the United States Postal Service, in which case the State cannot guarantee a delivery date, or at the request of the provider will be

processed for direct deposit. Payments to providers choosing direct deposit will be transferred to the provider's financial institution by the fifth (5th) State business day following the processing of payment.

If an invoice is incorrect and an underpayment is present, the provider must submit the entire invoice for payment first and then contact the Working Connections Child Care (WCCC) Provider Line or Children's Administration (CA) regional fiduciary or assigned social worker to report the underpayment. The underpayment will be corrected on the next available supplemental or regular invoice, whichever is sooner.

## **9.2 Payment for Care Provided**

- A. The payment rate is the provider's private pay rate or the State rate, whichever is less. Providers will be paid for all authorized child care when:
1. The consumer has been determined eligible and has been issued an eligibility letter and an authorization letter;
  2. The consumer has selected and notified DSHS of their selection of:
    - a. An eligible licensed provider; or
    - b. An FFN provider who has completed Part 2 of the application and has been determined not to be disqualified by the background check; and
  3. The provider actually provides care to the child, within the dates of eligibility contained in the award letter or the child care plan.
- B. If a provider has received verbal confirmation of an authorization from WCCC, an email confirmation will be sent if the provider's email address is in the provider file. For information on the status of the family, providers may also call the automated Working Connections Information Phone (WCIP) number located in Appendix D, attached. The information on this automated line is updated every twenty-four (24) hours.
- C. If both the consumer and the provider are determined to be eligible, the provider shall be paid for all care provided, starting from the initial application date, as long as both were eligible on that date.

## **9.3 End Date Reminder and Unplanned Termination Notice – Working Connections Child Care (WCCC) and Seasonal Child Care (SCC)**

- A. End Date Reminder  
The end date reminder is a notice that is sent out to the provider prior to the end of the authorization period, reminding the provider that the authorization period will expire on a certain date. For WCCC and SCC, end date reminders shall be mailed five (5) weeks prior to an authorization

ending. Failure of the State to provide an end date reminder does not entitle the provider to receive payment for services after the authorization end date.

**B. Unplanned Termination**

Unplanned termination occurs when care ends prior to the expected end date of the authorization. Unplanned termination is usually due to a change in circumstances of the consumer, such as no longer meeting the eligibility requirements or no longer participating in an approved activity pursuant to the requirements of the Washington Administrative Code (WAC) [170-290](#).

The State shall notify child care providers of the unplanned termination of subsidy benefits for the child or the consumer at the same time the consumer is notified. If a provider has an email address in the provider file, the provider will receive the unplanned termination notice by email. WCCC and SCC providers will be given ten (10) calendar days' written notice prior to an unplanned termination.

The provider may request reasonable compensation for costs (for example, extra staffing) that they have incurred during the ten (10) calendar day notice period in anticipation of providing ongoing care to a child authorized for special needs care who has been subject to an unplanned termination. The provider must submit documentation that supports the request.

If the provider receives notice after the unplanned termination date, the provider will be paid retroactively for all care provided after the unplanned termination date and prior to receipt of the notice, provided the care occurred during the original expected authorization period.

**9.4 Planned and Urgent and Unanticipated Terminations – Children's Administration (CA)**

The parties recognize the unique nature of CA child care needs. CA is the mandated public child welfare agency in Washington State that serves abused and neglected children and their families. Local law enforcement and the courts have roles in the protection, placement and service planning for the needs of the child. Cases are complex, with a range of federal timelines and rules that must be followed for the best interests of the child. The parties recognize that within an oversight and regulatory framework, there are times that urgent and unanticipated moving of a child may be necessary.

**A. Authorizations and Planned Terminations**

1. In the event that child care begins prior to the arrival of the initial authorization notice for a new child in care, the provider is guaranteed payment for the services provided before the receipt of the authorization. Since CA authorizations are month by month,

providers can anticipate the authorization continues into the next month unless notified in writing or verbally.

2. Once ongoing child care has been authorized, if CA anticipates changing the service plan so that child care will be terminated and the child placed in a different home setting, CA will provide verbal or written notice to the provider at least ten (10) calendar days prior to the planned termination date.

B. Urgent and Unanticipated Terminations

In the event that there is an urgent and unanticipated move of a child that necessitates termination of child care services, CA will inform the provider about the move as soon as practicable, and there will be an after-the-fact automated notice through DSHS's Social Service Payment System (SSPS) that services have been terminated. Providers will be reimbursed for child care services provided. Providers may request reasonable compensation when they have incurred costs (for example, extra staffing) in anticipation of providing ongoing child care to a CA child who has been subject to an urgent and unanticipated termination, resulting in the provider being committed to unreimbursed costs.

**9.5 Payment Discrepancies**

For the purposes of correcting errors on payments (where the invoice for payment has been submitted on time), the time limit for either party to correct an error on a payment and seek reimbursement is:

- A. Two (2) years if the error is on rates paid by age and/or region. (This two [2] year limit does not apply to federal audits, which could go back three [3] years.)
- B. Up to three (3) years if the error is on any other issue.
- C. When the State requests records used to determine an overpayment, it shall allow twenty-eight (28) calendar days for the provider to supply records. Questions about records requests may be addressed by contacting the Resources listed in Appendix D.

The State and the provider will take into consideration the amount owed and other issues in considering whether to pursue payment. The State will not pursue overpayments against the provider for any length of time for payment errors solely caused by consumer mistakes.

Disputes regarding underpayments shall be grievable. Disputes regarding overpayments shall not be grievable, but shall be subject to the administrative hearing process.

## **9.6 Changes in Authorizations and Reapplications**

Providers will be given written confirmation of award of care or care to be provided, through emails, copies of the award letter, or faxes prior to care being provided.

When a reapplication is required, the consumer must submit a complete subsidy reapplication and required verification prior to the end date of the current authorization. If the care is reauthorized, the provider will be paid retroactively for care provided during any gap in authorization that may have occurred. If the care is not reauthorized, the State shall make no payment to the provider for care provided until the consumer submits the necessary paperwork.

The provider may obtain a release of information from the consumer as a way to verify with the authorizing State employee the status of the reapplication.

## **9.7 Consumer's Approved Activity Time**

DSHS will authorize payment to the provider based on the consumer's participation in an approved activity at the time of application. The consumer must report any need for increases or call in the need for care during the consumer's eligibility period. When the State authorizes the approved activity time needed by the consumer, the provider will be paid retroactively for care provided during the specified approved activity periods. If the approved activity time causes the licensed provider to exceed ten (10) hours of care in a twenty-four (24) hour period, the provisions of [Section 10.2](#), Non-Standard Hours and Overtime Payment will apply.

# **ARTICLE 10 FEES AND DIFFERENTIALS**

## **10.1 Registration Fee**

The State shall provide an annual registration fee of up to fifty dollars (\$50.00) per child for licensed providers who have a written policy to charge all families a registration fee. The State will pay this fee more than once per year if the child leaves care and returns more than sixty (60) days later.

All providers shall ensure that the registration fee they charge the State is no greater than their private pay registration fee. If a provider charges the State a higher amount than he or she charges a private pay consumer, the provider admits that an overpayment has occurred and a reimbursement is owed to the State.

## **10.2 Non-Standard Hours and Overtime Payment**

For licensed providers, the current practice on overtime shall continue, specifically any hours over ten (10) in a day results in an additional one-half (1/2) day of pay, and the State will pay an additional day of pay for care longer than fifteen (15) hours in a twenty four (24) hour period.

The State will automatically authorize the non-standard hours payment option when it is clear to the authorizing worker, based on information regarding the approved activity received from an employer, a school, WorkFirst case manager, or Children’s Administration social worker, that a child will need thirty (30) hours or more of non-standard care per month. Non-standard hours are defined as before 6:00 a.m., after 6:00 p.m. or any hours on a Saturday, Sunday or holiday. Once a licensed provider has reached the thirty (30) hour threshold, the State agrees to pay a non-standard hour bonus of seventy-five dollars (\$75) per child per month. The total cost of the non-standard hours bonus will not exceed five million dollars (\$5,000,000) per biennium, two million five hundred thousand dollars (\$2,500,000) in year one and two million five hundred thousand dollars (\$2,500,000) in year two of the Agreement; provided, that if monies allocated to the non-standard hours bonus for family child care providers reaches the capped amount of two million five hundred thousand dollars (\$2,500,000) in either year one or in year two of the Agreement, notwithstanding the capped amounts set forth above, the State will pay the non-standard hours bonus to family child care providers in any month that it pays the non-standard hours bonus to licensed child care centers. The State agrees to provide information to the Union on a monthly basis regarding the use of the non-standard hours bonus.

### **10.3 Field Trip/Quality Enhancement Fee**

The State will reimburse licensed family child care providers who have a written policy to charge all families a field trip fee up to thirty dollars (\$30) per child per month, regardless of age, for admission fees and other enriching activities. The total cost of these fees will not exceed seven hundred twenty thousand dollars (\$720,000) during the life of the Agreement. The fee shall cover special activities, such as:

- A. Admission costs (for example: zoo, museum, movies, swimming pool, etc.);
- B. Enrichment programs and/or ongoing lessons (for example, language classes, gymnastics, swimming lessons or music lessons);
- C. Public transportation or mileage reimbursement at the state Office of Financial Management rate for the use of a private vehicle;
- D. The cost of hiring a non-employee to provide an activity at the child care site (for example, clown, pony ride, music performance, etc.); or
- E. The purchase of a pre-kindergarten curriculum, or, if a provider has the proper credentials as determined by DEL, the provider may develop his or her own curriculum and purchase materials to support it.

The field trip/quality enhancement fee shall not cover fees or admission costs for adults on field trips, or food purchased on field trips.



#### 10.4 Special Needs

In order to receive the special needs rate, a request must be completed. A request for special needs requires:

- A. A statement from a health, mental health, social service, or education professional with at least a Master's degree, or from a registered nurse. The verification must describe the level of care needed in the child care setting;
- B. A statement from the child care provider that explains the need for specialized care for the child in the child care setting and the costs associated with providing the specialized care; and
- C. Parent or guardian signature.

The State will accept an Individual Family Service Plan (IFSP), or an Individual Education Plan (IEP) or an Individual Health Plan (IHP) as verification of the need for special care/rate, as long as all required information is included as defined in [WAC 170-290](#). Special needs authorization end dates shall correspond to the regular subsidy rate end dates.

For WCCC and SCC, providers will be notified of the approval or denial of a special needs authorization within fourteen (14) calendar days of the special needs panel decision. For CA, the social worker or other CA staff will communicate directly with the provider regarding the special needs authorization. CA will approve or deny the request within thirty (30) calendar days.

When special needs are authorized, the provider will be paid retroactively from the date of the special needs request for care provided. If special needs are not authorized, the State will not pay any rate greater than the regular subsidy rate.

The professional documentation verifying the special needs is valid for the period that the professional has identified in his/her statement, IFSP, IEP, or IHP or for eighteen (18) months if no time period is specified. Providers are not required to show or provide this documentation every time a child is reauthorized for child care. As long as the verifying professional documentation and the provider statement are still current and the family remains eligible for child care, the child will be reauthorized for the special needs rate.

When a consumer with a child with special needs calls to request a change of providers, the continuation of the special needs request will be verbally confirmed. The professional documentation, if still current as described above, will be applicable for the new provider. The new provider will be paid the previous provider's rate for up to thirty (30) calendar days to allow the new provider an opportunity to assess the child's needs in the new environment. Within this thirty (30) calendar day period, the new provider will be responsible for completing and submitting for review a provider statement that explains the

need for and requests specialized care in the new child care setting and the costs associated with providing the specialized care.

If the request is received within thirty (30) calendar days and approved, the special needs authorization will continue or be adjusted. If the request is denied, the special needs rate will not continue beyond the thirty (30) day assessment period.

If the request is not received within thirty (30) calendar days, the previous special needs authorization will end after the thirty (30) days, and any new special needs authorization will begin on the date of approval.

## **ARTICLE 11 SUBSIDY RATES**

### **11.1 Subsidy Rate Increases**

Effective July 1, 2017, subsidy rates for licensed providers shall increase by two percent (2%). (See Appendix A-1.)

Effective July 1, 2017, subsidy rates for FFN providers shall be two dollars and fifty cents (\$2.50) per child per hour.

All providers shall ensure that the base rate they charge the State is no greater than their usual private pay rates. If a provider charges the State a higher amount than their usual private pay consumer rate, the provider agrees that an overpayment has occurred and a reimbursement is owed to the State. This overpayment will not be subject to the grievance procedure, but is subject to the administrative hearing process.

### **11.2 Infant Pay Differential and Enhanced Toddler Rate**

For licensed family child care providers, the infant rate shall be at least fifteen percent (15%) above the toddler rate; however, no rate shall be lowered as a result of this Agreement.

For licensed family child care providers there shall be an enhanced toddler rate, applicable in months twelve (12) through seventeen (17), at least one hundred fifteen percent (115%) of the regular toddler rate.

## **ARTICLE 12 HEALTH CARE**

### **12.1 Coverage**

The State agrees to pay monthly contributions on behalf of licensed providers who are entitled to coverage under the terms of this Agreement to the SEIU 775 Multiemployer Health Benefits Trust (referred to as the "Trust")\* pursuant to the terms and conditions set forth in this Article. Coverage for entitled licensed providers shall begin subsequent to legislative funding approval and as provided

above. The Trust will provide health coverage for an entitled licensed provider, but only to the extent of the Trust Benefits Program and only if the State timely makes the contribution for that entitled licensed provider in the month prior to the month of coverage. Entitled licensed providers who do not provide written authorization for the required payroll deduction in Section 12.3 shall not receive coverage until they have provided written authorization and the State has timely remitted all contributions.

\*If the Union chooses to use a health care provider other than the SEIU 775 Multiemployer Health Benefits Trust during the term of this Agreement, all references to the Trust in this Agreement will refer to the replacement provider.

## **12.2 Intent**

The parties agree that the intent of this [Article 12](#) is to provide health care coverage only to those licensed providers who do not have other health insurance coverage, to the extent permitted by law and pursuant to the terms and conditions set forth in this [Article 12](#).

## **12.3 Contributions**

For the time period from July 1, 2017 through June 30, 2019, the State shall contribute to the Trust an amount per month per entitled licensed provider; this amount will be determined by the Trust. The Trust will notify the State of the monthly amount to be contributed for all entitled licensed providers effective July 1, 2017; this amount must be the same for all entitled licensed providers and may be changed during the life of the Agreement with thirty (30) calendar days' notice. However, notwithstanding any changes to the monthly amount contributed per entitled licensed provider, the total contributions by the State will be no more than five hundred seventy-six thousand eight hundred sixty-two dollars (\$576,862.00) per month for fiscal year 2018, and six hundred twenty-seven thousand six hundred and fifteen dollars (\$627,615.00) per month for fiscal year 2019, for all entitled licensed providers excluding the payroll deduction described below:

- A. The State will make the contribution described above after the entitled licensed provider elects to contribute an amount, to be established by the Trustees of the Trust, to the Trust. This amount contributed by the entitled licensed provider shall not be less than thirty dollars (\$30) per month, shall be withheld by the State from the entitled licensed provider's monthly payment and shall be remitted monthly to the Trust by the State. The State will implement all administrative and legal policies, procedures, and forms to facilitate this contribution as a deduction from the subsidy payments of entitled licensed providers, and shall work with the Union and Trust to reasonably communicate its availability to licensed providers and comply with all applicable laws.
- B. The State will remit to the Trust's third party administrator licensed provider payroll and other information reasonably required by the Trust to

facilitate contributions and determine eligibility on a monthly basis. The Trust's third party administrator will determine eligibility as described below, and begin billing the State for health care for eligible providers.

- C. The State shall make payment of the required contributions and shall deliver the payroll information to the Trust's third party administrator by the thirtieth (30th) of each month, for payment in the prior month. Contributions for that prior month shall be paid on the thirtieth (30th) of the following month (the second [2<sup>nd</sup>] month after work), and after the State receives a transmittal from the Trust that the individual is an entitled licensed provider and the amount owed.
- D. The Union has been advised by the Trust of the amounts required to fund the current plan of benefits. The contribution amounts set forth herein represent the State contribution obligations during the term of this Agreement. The State shall not be obligated to pay additional or different amounts which might be established by the Trust and its Board of Trustees.

#### **12.4 Eligibility**

Eligible licensed providers are licensed providers who have:

- A. Filled out all Trust documents;
- B. Elected to make the payroll deduction contribution described above;
- C. Cared for subsidized children in the month that the provider is determined entitled to receive health care;
- D. Satisfied other criteria that the Trustees may determine; and
- E. Who are not otherwise eligible to receive health care benefits through other family coverage or other employment based coverage.

The Trust may also limit enrollment on a first (1<sup>st</sup>) enrolled basis.

The State agrees to work with the Union to make mutually agreed upon changes to the above eligibility criteria in order to meet shared program goals.

#### **12.5 Indemnify and Hold Harmless**

The Trust Fund shall be the policyholder of any insurance plan or health care coverage plan offered by and through the Trust. As the policy holder, the Trust Fund shall indemnify and hold harmless from liability the State, all branches and departments of Washington State government, and the State of Washington, its agents and/or its representatives, from any claims by beneficiaries, health care providers, vendors, insurance carriers or providers covered under this Agreement. No term in this Agreement shall apply to the extent it is prohibited by law.

**12.6 Unique Relationship Affirmed**

The Trust shall provide the Union with the annual audit of the Trust performed by a certified public audit firm. The Union will make that document available to the State.

**12.7 Trust a Separate Entity**

The bargaining parties hereby affirm that the Trust is a legally constituted joint labor and management trust fund separate and distinct from the bargaining parties, and is a third party beneficiary to this Agreement. The Trust is not, and shall not be, deemed, regarded or established as a public agency, fund, benefit plan or entity by reason of receipt of public funding pursuant to this Agreement. The State agrees to be bound by the provisions of the Trust's Agreement and Declaration of Trust under the terms outlined in this Agreement.

**12.8 Alternative to the SEIU 775 Trust**

Should the Trustees of the Trust choose not to accept this Agreement, or the Union choose to pursue other health care provider options, the terms of this Article shall remain in effect with the newly named health care provider. The parties agree that if the Union elects not to use the SEIU 775 Trust, the parties will meet to discuss the Union's choice for provider health care. In addition, during the life of this Agreement the parties agree to meet and discuss possible options for provider health care through Washington State's Health Insurance Exchange created as a result of the Affordable Care Act.

**ARTICLE 13**

**PROFESSIONAL DEVELOPMENT**

**13.1 Licensed Family Child Care and Family Friend and Neighbor Providers Professional Development Joint Committee and Fund**

The State will establish a fund for all deliverables and activities in Article 13 administered by the established 501(c)(3), dedicated to providing professional development opportunities to Licensed Family Child Care (LFCC) providers and license exempt Family Friend and Neighbor (FFN) providers.

A. Joint Committee

1. The established LFCC and FFN Providers Professional Development Joint Committee (Joint Committee), a partnership with the Union will continue to recommend the use of funds for providing a program of professional development supports, focused on training and quality improvement to support LFCC and FFN providers. The Joint Committee shall include, at a minimum, representatives of the State and the Union, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon by the parties.
2. The Joint Committee shall meet no less than quarterly to identify needs and make recommendations to support professional

development offered to LFCC and FFN providers. Funding for the implementation of the Joint Committee recommendations will be based on the CBA's approved budget and activities.

3. The parties agree that the 501(c)(3) will minimize expenditures and time on administration and maximize expenditures on training and professional development; and will support quality through supporting LFCC providers' entry and success in the Early Achievers program.
4. The State reserves the right to reject any proposals of the Joint Committee; however, the State's approval will not be unreasonably withheld.

**B. Professional Development Fund: Purpose and Priorities**

1. The Joint Committee shall recommend a budget and performance goals to the State for implementation of CBA-identified professional development activities prior to any payments being transmitted to the 501(c)(3) by the State. Unapproved expenditures will not be reimbursed by the State.
2. Prior to any funding being provided by the State, the State and the IRS approved, tax-exempt 501(c)(3) non-profit organization, established by the Union, shall have an active contract with deliverables and pay points in fiscal year 2018 and fiscal year 2019 for activities recommended by the Joint Committee and approved by the State.

**C. State-Approved Training Delivery and Incentives**

The State will reimburse the 501(c)(3) up to one million twenty thousand dollars (\$1,020,000) for each fiscal year 2018 and fiscal year 2019 to meet the outcomes of developing and delivering State-approved training and incentives. Incentives may be provided within the guidelines below. Providers must have subsidized children in their care at the time of the training or be authorized to care for subsidized children within ten (10) calendar days of taking the training to qualify for any incentives.

1. Training delivery shall include State-approved training using DEL provided training curriculum and corresponding handouts/PowerPoint presentations, or DEL will pre-approve and review all curricula developed by the 501(c)(3) or identified instructional designer, providing feedback for modifications as needed. Trainers must be State-approved and associated in MERIT with the established 501(c)(3). At least three hundred eighty-four thousand, four hundred and fifty dollars (\$384,450) for each fiscal year 2018 and fiscal year 2019 from the Training, Delivery and Incentives budget must go to training delivery expenses:

- a. Rental of facilities; payment to State-approved trainers or DEL-approved training organizations for training delivery and travel in accordance with State reimbursement requirements; contracted instructional design; contracted training delivery; interpretation; translation; and printing training materials for State-approved training delivery. Any training delivery expenses outside of this must be pre-approved by DEL in writing.
  - b. All trainers must be State-approved trainers and abide by the standards of practice and professionalism. This includes knowledge of adult learning theory, ethical standards for trainers, compliance with entering training in Managed Education and Registry Information Tool (MERIT) and adherence to DEL's training quality assurance expectations.
2. State-Approved Trainer Development: State-approved trainer development shall include recruitment and professional development for State-approved trainers, building community capacity to meet diverse provider needs. Up to twenty thousand dollars (\$20,000) for each fiscal year 2018 and fiscal year 2019 shall be available for State-approved trainer development from the Training Delivery and Incentives budget.

DEL will pre-approve and review all curricula developed by the 501(c)(3) or by an identified instructional designer for the professional development of State-approved trainers, providing feedback for modifications as needed.

3. Incentives shall include materials, resources and supports to encourage providers to attend State-approved trainings delivered by the 501(c)(3) or to support the recruitment and retention of the workforce. Up to six hundred fifteen thousand, five hundred and fifty dollars (\$615,550) for each fiscal year 2018 and fiscal year 2019, from the training delivery budget, is available for incentives.
  - a. Services must be delivered and materials received prior to requesting reimbursement. Reimbursements for materials purchased must be based on attendance and actual costs and shall not be purchased in advance. Incentives may not include gift cards, food or beverages.
  - b. The menu of training incentives shall be pre-approved by DEL.

- c. Any single incentive over one thousand dollars (\$1,000) shall be pre-approved by DEL.
  - d. If not used, funding in this Section 3b can be repurposed towards training expenditures in Article 13.1 C 1.
4. The established 501(c)(3), will have the knowledge and resources necessary to support the delivery of State-approved training and professional development for early learning providers and State-approved trainers that align with state guiding frameworks, including the Core Competencies for Early Learning Professionals, Early Learning Guidelines, Relationship Based Professional Competencies, Guidelines for Culturally Responsive Professional Development and State-Approved Trainer Competencies.
  5. STARS hours will be awarded for all qualifying State-approved training and will not be awarded for minimum health and safety trainings in accordance with WACs including but not limited to First Aid, CPR and Food Handling.

D. Professional Development Community Outreach and Partnerships

Professional Development Community Outreach is intended to increase the engagement, access and professional growth of LFCC and FFN providers. The State will reimburse the 501(c)(3) up to \$187,000 (one hundred eighty-seven thousand dollars) each fiscal year 2018 and fiscal year 2019 to provide professional development outreach.

1. **Assessing Community Needs**  
The 501(c)(3) will conduct a community needs assessment to identify strengths and opportunities in all aspects of professional development delivered by the 501(c)(3) and to inform continuous quality improvement for the State's professional development efforts. Up to thirty-two thousand dollars (\$32,000) from the Professional Development Community Outreach budget may be used for each fiscal year 2018 and fiscal year 2019 to support the development and implementation of the community needs assessment.

The community needs assessment will be completed each fiscal year.

- a. Community needs assessment goals for data collection will be reviewed and approved by the Joint Committee.
- b. The final report narrative template and data table will be approved by the Joint Committee. A draft report will be submitted to the Joint Committee for review and feedback



prior to the final community needs assessment report being submitted at the end of each fiscal year.

### **13.2 Monitoring and Quality Assurance**

The purposes for which professional development funding can be used will be recommended by the Joint Committee, subject to the provisions of Article 13. All reporting and budget templates must be reviewed by the Joint Committee. The Fund shall provide monthly reports to DEL using a mutually agreed upon template on the progress toward performance goals set by the Joint Committee and outlined in the contract with the 501(c)(3).

- A. The Joint Committee will review the 501(c)(3) deliverables and outcomes for effectiveness at the end of each fiscal year. The State and the Union agree that the goal of the program is to use the professional development fund to encourage LFCC and FFN provider training and provide effective incentives to improve the quality of care and to administer the program as efficiently as possible.
- B. The State will conduct monitoring visits of the 501(c)(3) at least twice during the life of this Agreement and may conduct monitoring visits on a more frequent basis if deemed necessary. The State will provide the 501(c)(3) with three (3) business days' notice prior to a contract monitoring visit. If the 501(c)(3) is found to be repeatedly out of compliance with the terms of this Agreement, the State reserves the right to renegotiate the terms of this Article.

### **13.3 Substitute Pool Administration**

The State and the Union agree that the established 501(c)(3) will administer the State's substitute pool. The deliverables and the amount to be allocated to the Fund in fiscal year 2018 and fiscal year 2019 are to be recommended by the Joint Committee and are subject to approval by the State.

- A. Substitute Pool Provider Fund

The State will reimburse the 501(c)(3) up to one hundred fifty thousand dollars (\$150,000) for each fiscal year 2018 and fiscal year 2019 to support licensed family child care providers receiving subsidy and working towards Level 3 in Early Achievers to access the substitute pool. The Substitute Pool Provider Funding shall subsidize the payment required by DEL's substitute pool program manual.

  - 1. The 501(c)(3) shall report on the implementation of the Substitute Pool Provider Fund using a reporting template and data elements provided by the Joint Committee.

### **13.4 The 501(c)(3) Administrative Rate**

The State will reimburse the 501(c)(3) up to fifteen percent (15%) of the reimbursable expenditures within Article 13.

### **13.5 State-Administered Professional Development Supports**

The State will provide supports to LFCC providers to increase professional development access and opportunities to enhance program quality.

A. Professional Development Days

LFCC providers may bill for up to five (5) professional development days for each fiscal year 2018 and fiscal year 2019, to be used for State-approved training or Early Achievers rating readiness, technical assistance or coaching activities. Professional development days are days when providers utilize a substitute/assistant or close their LFCC to attend professional development opportunities. If a child is scheduled to attend on a day the facility closes for the professional development day, the provider may bill as if the child attended. Any days providers close their facility for training after the five (5) allowed professional development days or for unapproved purposes will be considered closure days.

B. Higher Education Scholarships

Scholarships for higher education shall be made available to LFCC Early Achievers Participants. The State agrees to work with the Joint Committee to inform the scholarship program and career pathways for family child care providers. A minimum of one hundred seventy-two thousand and eight hundred dollars (\$172,800) each fiscal year 2018 and fiscal year 2019 will be prioritized for licensed provider higher education scholarships.

C. State-Approved Training Reimbursement

For LFCC providers who need assistance, the State will continue to provide training reimbursement funds totaling up to one hundred fifty thousand dollars (\$150,000) each fiscal year 2018 and fiscal year 2019 or more as the Department of Early Learning (DEL) determines necessary, at least one hundred fifty dollars (\$150) per LFCC provider to reimburse the cost for State-approved training, which may include the ten (10) required hours per fiscal year. Providers will be reimbursed within sixty (60) days of submitting the required documentation in MERIT. Reimbursements will be provided through MERIT with verified State-approved training data.

D. Subsidy Billing Training

All providers shall be encouraged to take subsidy billing training at least once during the life of this Agreement, either in-person or in an electronic format (online, CD, or DVD). The State shall provide subsidy billing training to providers in every geographic region online, electronically, or at various times (days, evenings and weekends), and in multiple languages. The State shall pay for the cost of delivering the training, but shall not pay for the cost of LFCC providers completing the training. The State will reimburse FFN providers who are caring for subsidized children twenty dollars (\$20) after completing the training.

**ARTICLE 14**  
**EARLY ACHIEVERS**

**14.1 Tiered Reimbursement Rates**

Rated or unrated licensed providers in Early Achievers who achieve Level 2, or rated licensed providers in Early Achievers who achieve Level 3, 4 or 5 will be paid the following tiered reimbursement rates from July 1, 2017, through June 30, 2019 (See Appendices A-2 through A-5):

Early Achievers Level	Rate
Level 2	Two percent (2%) above the base rate
Level 3	Ten percent (10%) above the base rate
Level 4	Fifteen percent (15%) above the base rate
Level 5	Twenty percent (20%) above the base rate

Each tiered reimbursement rate includes a percentage (%) increase in subsidy rate over the prevailing base rate at any given time. Any time the base rate increases, the additional quality premium is applied over the higher base rate.

**14.2 Quality Improvement Awards**

Quality Improvement Awards are annual awards to providers in Early Achievers rated at Levels 2, 3, 4 and 5 from July 1, 2017 through June 30, 2019. Annual awards shall be provided to any licensed FCCP who serves subsidized children (at least five percent [5%] of their licensed capacity). The Quality Improvement initial and subsequent annual awards shall be sent to the provider in approximately ninety (90) days from the anniversary date of their most recent rating.

Early Achievers Level	Rate
Level 2	One thousand dollars (\$1,000) per year
Level 3	Two thousand two hundred and fifty dollars (\$2,250) per year
Level 4	Two thousand five hundred dollars (\$2,500) per year
Level 5	Two thousand seven hundred and fifty dollars (\$2,750) per year

### **14.3 Needs Based Grants**

The State agrees to dedicate up to one million dollars (\$1,000,000) in year one (1) and up to one million dollars (\$1,000,000) in year two (2) of the Agreement, for needs-based grants of up to seven hundred fifty dollars (\$750) per grant for each provider enrolled in Early Achievers. Providers who are enrolled in the Tier 1 Food Program or who live within a school district that serves at least twenty percent (20%) low income children based on OSPI data will be eligible to receive these grants. Priority will be given to culturally diverse providers and to providers with programs serving children, at least eighty percent (80%) of whom receive WCCC subsidy. Grants will be available based on the recommendation of the Technical Assistant (TA) and/or coach for the purpose of making purchases to improve program quality. Grants may be used to assist with purchasing curriculum development, instructional materials, supplies, equipment, or other items as identified by the TA or coach. The State and the Union agree to exchange information on a quarterly basis regarding the use of these grants per provider and amount. Providers rated at Level 2 or participating at Level 2 are eligible for an initial Needs Based Grant. If providers are rated at Level 2 after their initial Needs Based Grant, they are eligible to apply for a second Needs Based Grant in order to work towards the Level 3 rating. Providers who have accessed both the initial and second Needs Based Grants will be eligible for any one time Needs Based Grant offerings by the State.

## **ARTICLE 15 FOOD PROGRAM**

**15.1** Family, Friends and Neighbors (FFN) child care providers who have been approved for payments from the State of Washington's child care subsidy programs shall have access to the U.S. Department of Agriculture's (USDA) Child and Adult Care Food Program (CACFP) when they care for children in their residence. Access shall be contingent upon a signed agreement between the FFN provider and a Family Day Care Home Sponsor who has an approved agreement with the Office of the Superintendent of Public Instruction. FFN providers shall comply with all USDA requirements for participation in the CACFP.

The State will provide a list of Family Day Care Home Sponsors for FFN providers. Access to CACFP is subject to sponsor capacity and the number of providers requesting access. Therefore, access will need to be developed and phased in over a period of time based upon capacity increases.

In July, the State shall report to the Union those providers participating in the CACFP in the prior year. The report will include a list of providers identified by provider number.

**ARTICLE 16**  
**HOLIDAYS, ABSENT DAYS, AND CLOSURE DAYS**

**16.1 Holidays**

If licensed providers are closed on the following State-observed holidays, they will be compensated as a day the child attends:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the Fourth Thursday in November
Christmas Day	December 25

For providers who operate only Monday through Friday: If an eligible holiday is on a Saturday, the Friday before is the eligible holiday. If an eligible holiday is on a Sunday, the following Monday is the eligible holiday.

For providers who operate on the weekends, the actual holiday is the eligible holiday.

Providers may choose to remain open on the actual holiday, and close for the holiday on an alternate day within the same month which contains the official holiday. Providers may not claim two days for one holiday.

**16.2 Absent Days**

- A. From July 1, 2017 through June 30, 2019: The State shall pay the licensed provider for all days the subsidized child is absent, unless an automated system for billing absent days is in place, in which case the next paragraph B applies. The State shall collect data on the actual absent day use by licensed providers while creating an automated system for billing absent days.
  
- B. Upon implementation of an automated system for billing absent days, the State shall pay licensed providers for up to sixty (60) days per twelve (12) month authorization period when the subsidized child is absent. These days shall not roll over into subsequent authorization periods. Absent days may be billed only if the subsidized child attended care in the month of service billed for by the licensed provider, or the month prior, on a day that falls within the provider's authorized period. Absent days may be billed regardless of the number of half days or full days authorized, however the total number of days billed must not exceed the number of

days authorized in the month. For the purpose of this Section, days shall be defined as consecutive twenty-four (24) hour periods. Licensed providers may bill an absent day for more than one (1) authorization within a twenty-four (24) hour period. For children served under the Children's Administration Child Care Program, refer to the provisions of Section 9.4, Planned and Urgent and Unanticipated Terminations – Children's Administration.

### **16.3 Closure Days**

Licensed providers shall not bill for days their child care facility is closed for reasons other than the five (5) professional development days described in Subsection 13.5 A or eligible holidays.

## **ARTICLE 17 STATE RIGHTS**

### **17.1 Core Management Rights**

It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its facilities and programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State, and the State has the right to decide and implement its decisions regarding such management rights. Economic matters shall continue to be mandatory subjects of bargaining between the parties as provided in [RCW 41.56.028\(2\)\(c\)](#).

### **17.2 Rights Reserved to the State**

Examples of the rights reserved solely to the State, its agents and officials (and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein) include, but are not limited to, the right:

- A. To operate so as to carry out the statutory mandate of the State;
- B. To establish the State's missions, programs, objectives, activities and priorities within the statutory mandates;
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for budget allocations that may be different from what the State may propose;
- D. To manage, direct and control all of the State's activities to deliver programs and services;

- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of providers and reasonable standards of accountability except as otherwise limited by this Agreement under [Article 13](#), Professional Development;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations, corporations or individuals, and to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;
- I. To extend, limit or contract out any or all services and/or programs of the State except as otherwise limited under [Article 7](#), Labor/Management Committee Meetings, and specific to contracting out of bargaining unit work;
- J. To take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the State's ability to provide services;
- L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
- M. To maintain and promote the efficiency of public operations entrusted to the State.

### **17.3 Non-Inclusive**

The above enumerations of State rights are not inclusive and do not exclude other State rights not specified including those duties, obligations or authority provided under [RCW 41.56](#) and [RCW 43.215](#) and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

**17.4 Grievable Action**

No action taken by the State with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit, unless the exercise thereof violates an express written provision of this Agreement.

**17.5 Fulfillment of Statutory Obligation**

As provided under [RCW 41.56.028](#), this Agreement expressly reserves the right of the Washington State Legislature to approve or not approve the funds necessary to implement the compensation and benefits provision of this Agreement. In addition, this Agreement expressly reserves the legislature’s right to make programmatic modifications to the delivery of State services through child care subsidy programs, including standards of eligibility of parents, legal guardians, and family child care providers participating in child care subsidy programs, and the nature of services provided.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner, nor diminishing the rights of consumers as described in [Article 3](#), Consumer Rights.

**17.6 Duty to Bargain**

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law to the extent that the State has lawful control over those subjects. This specifically includes economic compensation; such as the manner and rate of subsidy and reimbursement, including tiered reimbursements; health and welfare benefits; professional development and training; and other economic matters.

**ARTICLE 18  
TERM OF THE AGREEMENT**

**18.1 Severability**

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority that are not subject to collective bargaining. Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**18.2 Term of the Agreement**

This Agreement shall be effective July 1, 2017, and shall remain in full force and effect until June 30, 2019. The parties shall begin negotiations for a successor agreement no later than April 1, 2018. If no successor Agreement has been reached, or if the legislature has not approved appropriations required to fund the



economic provisions of a successor Agreement as of June 30, 2019, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date.

## **ARTICLE 19**

### **COMPLETE AGREEMENT**

- 19.1** The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties in their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, employees or assigns.
- 19.2** The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.



**APPENDIX A-1**  
**LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE BASE RATES**  
**Effective July 1, 2017 through June 30, 2019**

<b>Base Rates</b>					
	<b>Infants</b>	<b>Enhanced</b>	<b>Toddlers</b>	<b>Preschool</b>	<b>School-age</b>
	<b>(Birth-11 mos.)</b>	<b>Toddlers (12-17 mos.)</b>	<b>(18-29 mos.)</b>	<b>(30 mos. – 5 yrs)</b>	<b>(5 – 12 yrs)</b>
<b>Region 1</b>					
Full-Day	\$30.21	\$30.21	\$26.28	\$24.26	\$21.56
Half-Day	\$15.11	\$15.11	\$13.14	\$12.13	\$10.78
<b>Spokane</b>					
Full-Day	\$30.93	\$30.93	\$26.89	\$24.81	\$22.03
Half-Day	\$15.47	\$15.47	\$13.45	\$12.41	\$11.02
<b>Region 2</b>					
Full-Day	\$31.27	\$31.27	\$27.19	\$24.93	\$22.91
Half-Day	\$15.64	\$15.64	\$13.60	\$12.47	\$11.46
<b>Region 3</b>					
Full-Day	\$42.82	\$42.82	\$36.25	\$36.25	\$29.38
Half-Day	\$21.41	\$21.41	\$18.13	\$18.13	\$14.69
<b>Region 4</b>					
Full-Day	\$54.37	\$54.37	\$45.31	\$40.78	\$32.31
Half-Day	\$27.19	\$27.19	\$22.66	\$20.39	\$16.16
<b>Region 5</b>					
Full-Day	\$37.07	\$37.07	\$32.23	\$27.19	\$22.91
Half-Day	\$18.54	\$18.54	\$16.12	\$13.60	\$11.46
<b>Region 6</b>					
Full-Day	\$33.33	\$33.33	\$28.99	\$27.19	\$25.60
Half-Day	\$16.67	\$16.67	\$14.50	\$13.60	\$12.80

**APPENDIX A-2**  
**LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES**  
**TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 2**  
**Effective July 1, 2017 through June 30, 2019**

<b>Early Achievers Level 2 (2% above Base Rate)</b>					
	<b>Infants</b>	<b>Enhanced</b>	<b>Toddlers</b>	<b>Preschool</b>	<b>School-age</b>
	<b>(Birth-11 mos.)</b>	<b>Toddlers (12-17 mos.)</b>	<b>(18-29 mos.)</b>	<b>(30 mos. – 5 yrs)</b>	<b>(5 – 12 yrs)</b>
<b>Region 1</b>					
Full-Day	\$30.81	\$30.81	\$26.81	\$24.75	\$21.99
Half-Day	\$15.41	\$15.41	\$13.51	\$12.38	\$11.00
<b>Spokane</b>					
Full-Day	\$31.55	\$31.55	\$27.43	\$25.31	\$22.47
Half-Day	\$15.78	\$15.78	\$13.72	\$12.66	\$11.24
<b>Region 2</b>					
Full-Day	\$31.90	\$31.90	\$27.73	\$25.43	\$23.37
Half-Day	\$15.95	\$15.95	\$13.87	\$12.72	\$11.63
<b>Region 3</b>					
Full-Day	\$43.68	\$43.68	\$36.98	\$36.98	\$29.97
Half-Day	\$21.84	\$21.84	\$18.49	\$18.49	\$14.99
<b>Region 4</b>					
Full-Day	\$55.46	\$55.46	\$46.22	\$41.60	\$32.96
Half-Day	\$27.73	\$27.73	\$23.11	\$20.80	\$16.48
<b>Region 5</b>					
Full-Day	\$37.81	\$37.81	\$32.87	\$27.73	\$23.37
Half-Day	\$18.91	\$18.91	\$16.44	\$13.87	\$11.69
<b>Region 6</b>					
Full-Day	\$34.00	\$34.00	\$29.57	\$27.73	\$26.11
Half-Day	\$17.00	\$17.00	\$14.79	\$13.87	\$13.06

**APPENDIX A-3**  
**LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES**  
**TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 3**  
**Effective July 1, 2017 through June 30, 2019**

<b>Early Achievers Level 3 (10% above Base Rate)</b>					
	<b>Infants</b>	<b>Enhanced</b>	<b>Toddlers</b>	<b>Preschool</b>	<b>School-age</b>
	<b>(Birth-11 mos.)</b>	<b>Toddlers (12-17 mos.)</b>	<b>(18-29 mos.)</b>	<b>(30 mos. – 5 yrs)</b>	<b>(5 – 12 yrs)</b>
<b>Region 1</b>					
Full-Day	\$33.23	\$33.23	\$28.91	\$26.69	\$23.72
Half-Day	\$16.62	\$16.62	\$14.46	\$13.35	\$11.86
<b>Spokane</b>					
Full-Day	\$34.02	\$34.02	\$29.58	\$27.29	\$24.23
Half-Day	\$17.01	\$17.01	\$14.79	\$13.65	\$12.12
<b>Region 2</b>					
Full-Day	\$34.40	\$34.40	\$29.91	\$27.42	\$25.20
Half-Day	\$17.20	\$17.20	\$14.96	\$13.71	\$12.60
<b>Region 3</b>					
Full-Day	\$47.10	\$47.10	\$39.88	\$39.88	\$32.32
Half-Day	\$23.55	\$23.55	\$19.94	\$19.94	\$16.16
<b>Region 4</b>					
Full-Day	\$59.81	\$59.81	\$49.84	\$44.86	\$35.54
Half-Day	\$29.91	\$29.91	\$24.92	\$22.43	\$17.77
<b>Region 5</b>					
Full-Day	\$40.78	\$40.78	\$35.45	\$29.91	\$25.20
Half-Day	\$20.39	\$20.39	\$17.73	\$14.96	\$12.60
<b>Region 6</b>					
Full-Day	\$36.66	\$36.66	\$31.89	\$29.91	\$28.16
Half-Day	\$18.33	\$18.33	\$15.95	\$14.96	\$14.08

**APPENDIX A-4**  
**LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES**  
**TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 4**  
**Effective July 1, 2017 through June 30, 2019**

<b>Early Achievers Level 4 (15% above Base Rate)</b>					
	<b>Infants</b>	<b>Enhanced</b>	<b>Toddlers</b>	<b>Preschool</b>	<b>School-age</b>
	<b>(Birth-11 mos.)</b>	<b>Toddlers (12-17 mos.)</b>	<b>(18-29 mos.)</b>	<b>(30 mos. – 5 yrs)</b>	<b>(5 – 12 yrs)</b>
<b>Region 1</b>					
Full-Day	\$34.74	\$34.74	\$30.22	\$27.90	\$24.79
Half-Day	\$17.37	\$17.37	\$15.11	\$13.95	\$12.40
<b>Spokane</b>					
Full-Day	\$35.57	\$35.57	\$30.92	\$28.53	\$25.33
Half-Day	\$17.79	\$17.79	\$15.46	\$14.27	\$12.67
<b>Region 2</b>					
Full-Day	\$35.96	\$35.96	\$31.27	\$28.67	\$26.35
Half-Day	\$17.98	\$17.98	\$15.64	\$14.34	\$13.18
<b>Region 3</b>					
Full-Day	\$49.24	\$49.24	\$41.69	\$41.69	\$33.79
Half-Day	\$24.62	\$24.62	\$20.85	\$20.85	\$16.90
<b>Region 4</b>					
Full-Day	\$62.53	\$62.53	\$52.11	\$46.90	\$37.16
Half-Day	\$31.27	\$31.27	\$26.06	\$23.45	\$18.58
<b>Region 5</b>					
Full-Day	\$42.63	\$42.63	\$37.06	\$31.27	\$26.35
Half-Day	\$21.32	\$21.32	\$18.53	\$15.64	\$13.18
<b>Region 6</b>					
Full-Day	\$38.33	\$38.33	\$33.34	\$31.27	\$29.44
Half-Day	\$19.17	\$19.17	\$16.67	\$15.64	\$14.72

**APPENDIX A-5**  
**LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES**  
**TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 5**  
**Effective July 1, 2017 through June 30, 2019**

<b>Early Achievers Level 5 (20% above Base Rate)</b>					
	<b>Infants</b>	<b>Enhanced</b>	<b>Toddlers</b>	<b>Preschool</b>	<b>School-age</b>
	<b>(Birth-11 mos.)</b>	<b>Toddlers (12-17 mos.)</b>	<b>(18-29 mos.)</b>	<b>(30 mos. – 5 yrs)</b>	<b>(5 – 12 yrs)</b>
<b>Region 1</b>					
Full-Day	\$36.25	\$36.25	\$31.54	\$29.11	\$25.87
Half-Day	\$18.13	\$18.13	\$15.77	\$14.56	\$12.94
<b>Spokane</b>					
Full-Day	\$37.12	\$37.12	\$32.27	\$29.77	\$26.44
Half-Day	\$18.56	\$18.56	\$16.14	\$14.89	\$13.22
<b>Region 2</b>					
Full-Day	\$37.52	\$37.52	\$32.63	\$29.92	\$27.49
Half-Day	\$18.76	\$18.76	\$16.32	\$14.96	\$13.75
<b>Region 3</b>					
Full-Day	\$51.38	\$51.38	\$43.50	\$43.50	\$35.26
Half-Day	\$25.69	\$25.69	\$21.75	\$21.75	\$17.63
<b>Region 4</b>					
Full-Day	\$65.24	\$65.24	\$54.37	\$48.94	\$38.77
Half-Day	\$32.62	\$32.62	\$27.19	\$24.47	\$19.39
<b>Region 5</b>					
Full-Day	\$44.48	\$44.48	\$38.68	\$32.63	\$27.49
Half-Day	\$22.24	\$22.24	\$19.34	\$16.32	\$13.75
<b>Region 6</b>					
Full-Day	\$40.00	\$40.00	\$34.79	\$32.63	\$30.72
Half-Day	\$20.00	\$20.00	\$17.40	\$16.32	\$15.36

**APPENDIX B**  
**FAMILY, FRIENDS AND NEIGHBORS PROVIDERS (FFN) RATES**  
**Effective July 1, 2017 through June 30, 2019**

<b>Rates</b>	
Child needing most hours of care	2.50 per hour
Additional children	2.50 per child per hour



**APPENDIX C**  
**SUBSIDY PROGRAMS COVERED BY THE**  
**COLLECTIVE BARGAINING AGREEMENT**

The following is a list of child care subsidy programs currently covered by the Agreement and a list of subsidy programs not covered by the Agreement.

**Covered by the Agreement**

1. Working Connections Child Care (WorkFirst and Office of Refugee and Immigrant Assistance)
2. Seasonal Child Care
3. Employed Foster Parent Child Care
4. Child Protective Services
5. Child Welfare Services

**Not Covered by the Agreement**

1. Homeless Child Care
2. Interim and Receiving Care Services
3. Respite Care for Foster Parents
4. Medicaid Treatment Child Care
5. Indian Child Welfare Services/Tribal Child Care
6. Division of Vocational Rehabilitation
7. Division of Behavioral Health and Recovery
8. Therapeutic Day Care
9. First Steps/Health and Rehabilitative Services Administration
10. Department of Defense

The parties agree to meet and discuss any new child care subsidy programs and current successor child care programs and their status under the Collective Bargaining Agreement as outlined in [RCW 41.56](#).

## **APPENDIX D RESOURCES**

### **Working Connections Child Care (WCCC) Provider Line**

Providers may contact the WCCC Provider Line to:

1. Check the status of a WCCC application or review.
2. Check payment authorization or billing, such as: hours of care, units or payment type.
3. Provide information about your rates.
4. Report a mistake on a current authorization.
5. Inquire about a letter that a Provider has received regarding WCCC or SCC (Language assistance is available.)

Providers can contact the Provider Line by:

1. Telephone: 1-800-394-4571 Monday through Friday, 8 a.m. to 5 p.m. Language assistance is available.
2. E-mail: [providerhelp@dshs.wa.gov](mailto:providerhelp@dshs.wa.gov) Send DSHS information or questions twenty-four (24) hours a day about WCCC child care. The average response time is one business day.
3. Fax: 1-888-338-7410.

### **Social Service Payment System (SSPS)**

<http://www.dshs.wa.gov/ssps/>

Providers can find useful information like:

1. How to sign up for Direct Deposit.
2. How to submit your invoice using Invoice Express.
3. Who to call if you have questions on the tax earning forms you receive.
4. SSPS Invoice Calendar that shows the cut-off dates by which child care authorizations must be made in order to appear on that month's regular and supplemental invoices.

### **Working Connections Information Phone (WCIP) for Child Care Providers 1-866-218-3244**

This information is available in both English and Spanish. Automated access is available twenty-four (24) hours a day.

1. Use this number to check on the family's authorization, copayment, case status and effective dates of coverage.
2. Information is only available after the case has been processed.
3. If the parent's eligibility has not been determined, the information will not be available on the WCIP.

**Invoice Express 1-888-461-8855**

Use this number to submit an SSPS Service Invoice for child care payment using a touch-tone phone.

Available in English and Spanish.

**WCCC/Seasonal Answer Phone for Families 1-877-980-9220**

1. Families use this number to check on the status of their cases.
2. Providers can encourage families to call and check on the status of their cases.
3. Families can apply online at [www.washingtonconnection.com](http://www.washingtonconnection.com).
4. Families can fax information to DSHS fax line at 1-888-338-7410.

**Request for Special Needs (SN) 1-800-394-4571**

Call the provider line.

Use this number to request a special needs rate. Your request will be forwarded to the SN team.

**SEIU 925 Member Resource Center 1-877-734-8673**

1. Use this number if you have questions about your SEIU contract, SEIU meetings and workshops, or representation in your area, or if you need other resources.

**The Imagine Institute 206- 492-5249 or 1-844-232-0853 (toll-free)**

[imaginewa.org](http://imaginewa.org)

1. This is a FCCP and FFN training program, including but not limited to initial certificates, the FFN Annual Bonus Program for participation in Child Care Basics and other trainings, STARS approved licensed trainings, train-the-trainer, mentorship, and future substitute pool development.

**Benefits Solutions, Inc. 1-866-771-7359, press option #2**

Use this number to ask questions or apply for SEIU health care.

**Child Care Provider Grievance Line/Customer Relations 1-888-270-0613**

1. Use this number to discuss issues related to the CBA, except for overpayments. If you have an overpayment, find contact information on the Vendor Overpayment Notice.
2. When you call the grievance line, please be prepared to provide your full name, your provider number and details of your situation.

**Department of Early Learning**

[www.del.wa.gov](http://www.del.wa.gov)

The Department of Early Learning's website has information about:

1. Child care subsidies and rules.
2. Ways to support healthy child development.
3. State and federal preschool programs.
  - A. Early Achievers and MeritECEAP and Head Start.
  - B. Scholarships.

4. Other resources for caregivers.

### **Child Care Food Program**

The U.S. Department of Agriculture's Child and Adult Care Food Program provides federal funds to serve nutritious meals and snacks. You may be eligible for the program when you are approved by DSHS to care for children in your own home. For more information about the program, contact the Office of Superintendent of Public Instruction at 360-725-6200.

### **Department of Social and Health Services**

[www.dshs.wa.gov](http://www.dshs.wa.gov)

The Department of Social and Health Services has many programs to assist families in Washington.

### **Washington Administrative Code – Department of Early Learning**

<http://apps.leg.wa.gov/WAC/default.aspx?cite=170>

The Department of Early Learning Washington Administrative Code for WCCC.

### **Washington State Family Child Care Association**

[www.wsfcca.com](http://www.wsfcca.com)

### **Eastern Washington Family Child Association**

[www.ewfcca.org](http://www.ewfcca.org)

### **Washington Association for the Education of Young Children 1-800-727-3107**

[www.waeyc.org](http://www.waeyc.org)

### **Washington State Child Care Aware**

[www.childcarenet.org](http://www.childcarenet.org)



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON, THE DEPARTMENT OF EARLY  
LEARNING AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925  
  
(SUBSIDIZED FAMILY CHILD CARE PROVIDERS)  
EARLY ACHIEVERS**

Effective July 1, 2017, licensed family child care providers will be assigned a rating window based on the Early Achievers Ratings Cohort calendar. Upon approval of their on-site evaluation request, licensed family child care providers will receive notification of placement in the first or second half of the approximately nine-week Early Achievers rating cohort.

This Memorandum of Understanding is effective July 1, 2017 through June 30, 2019.

Dated: 07/23/2016

For the Employer:

For the Union:

/s/

\_\_\_\_\_  
Valerie Inforzato, Negotiator

/s/

\_\_\_\_\_  
Karen Hart, Negotiator

For the Department of Early Learning:

/s/

\_\_\_\_\_  
Heather Moss, Deputy Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON, THE DEPARTMENT OF EARLY  
LEARNING AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925**

**(SUBSIDIZED FAMILY CHILD CARE PROVIDERS)  
Early Childhood Education and Assistance Program**

**Background**

The Early Childhood Education and Assistance Program (ECEAP) is Washington's pre-kindergarten program that prepares children from low income families for success in school and in life. Since 1985, ECEAP has focused on the well-being of the whole child by providing comprehensive nutrition, health, education and family support services. ECEAP reaches 3- and 4-year-old children most in need of these foundations for learning.

In order to meet the ECEAP needs in Washington State, Licensed Family Child Care (LFCC) providers will need to provide ECEAP services to families. To support successful program implementation and to promote continuity of care for children in family child care homes, the following provisions shall be in place:

**ECEAP Qualifications and Professional Development**

- A. LFCC providers offering ECEAP will have access to ECEAP training modules at the same cost as existing contractors.
- B. LFCC providers offering ECEAP will have access to Teaching Strategies Gold training and on-line assessment tools, as well as to other ECEAP related trainings, at the same cost as existing contractors.
- C. Qualified LFCC providers who do not meet the minimum education requirements for ECEAP will have a reasonable professional development plan lasting up to 5 (five) years, per the ECEAP Performance Standards. Providers must make adequate yearly progress to meet the required qualifications.
- D. Per statute, new licensed ECEAP providers must be rated a Level 4 in Early Achievers within 18 months of the start date of the ECEAP contract.

**Curricula**

The State will allow flexibility in the curricula delivered in order for children to meet the ECEAP performance standards, child's needs, and realities for delivering ECEAP in a mixed-age family child care home, with a focus on curricula that is research-based and considered high-quality.

**ECEAP Pathway**

LFCC providers interested in providing ECEAP will have access to the ECEAP pathway project as space allows.

- A. The ECEAP pathway project provides training, technical assistance and coaching on the ECEAP Performance Standards.
- B. Through the ECEAP pathway project, LFCC can explore securing free or low-cost community and health resources to implement the comprehensive services components of ECEAP when they are providing ECEAP services.

This Memorandum of Understanding is effective July 1, 2017 through June 30, 2019.

Dated: 07/23/2016

For the Employer:

For the Union:

\_\_\_\_\_/s/  
Valerie Inforzato, Negotiator

\_\_\_\_\_/s/  
Karen Hart, Negotiator

For the Department of Early Learning:

\_\_\_\_\_/s/  
Heather Moss, Deputy Director



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON, THE DEPARTMENT OF EARLY  
LEARNING  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925  
(SUBSIDIZED FAMILY CHILD CARE PROVIDERS)**

**Family Child Care Career Development Fund**

The State and the SEIU 925 are invested in building the Licensed Family Child Care (LFCC) providers workforce. A Family Child Care Career Development Fund (Career Development Fund) will be established with up to one million three hundred and four thousand three hundred fifty dollars (\$1,304,350) for each fiscal year 18 and fiscal year 19 to the 501(c)(3) Imagine Institute for LFCC providers and related services, as provided below; and up to a fifteen percent (15%) administrative rate, a maximum of one hundred ninety-five thousand six hundred fifty dollars (\$195,650) for each fiscal year 2018 and fiscal year 2019. The Joint Committee, as identified in Art. 13 of the parties' 2017-2019 Collective Bargaining Agreement, will provide recommendations for the program model and implementation plan, consistent with its authority under Article 13.1. This MOU expires on June 30, 2019 unless the parties agree to extend it.

The Imagine Institute will implement the deliverables of the Career Development Fund to support family child care providers to grow professionally and work toward increasing the State's licensed family child care providers.

In order to recruit and support providers to enter the LFCC providers workforce, the Career Development Fund will:

1. Provide stipends and incentives for LFCC providers and on-site support; and
2. Create partnerships with stakeholders for culturally responsive, community based higher education opportunities, using information from the Community Needs Assessment when available.

Providers will complete the following pre-service requirements within one year of participation under the Career Development Fund:

- a. Complete the following applications in MERIT: DEL Portable Background check; verified education application; all trainings recorded in MERIT;
- b. Complete the following trainings: Child Care Basics, CPR/First Aid certification (including infants), blood borne pathogens training, food handler training, mandated reporter training, DEL-required training on infant safe sleep, disaster preparedness, medication management, prevention of shaken baby; and
- c. Submit TB test results.

The Joint Committee will approve a report narrative template and data table for quarterly reports. Quarterly reports will be submitted by the 501(c)(3) Imagine Institute to the Joint Committee.

This Memorandum of Understanding is effective from July 1, 2017 through June 30, 2019.

For the Employer:

For the Union:

\_\_\_\_\_  
/s/  
Valerie Inforzato, Negotiator

\_\_\_\_\_  
/s/  
Karen Hart, Negotiator

For the Department of Early Learning:

\_\_\_\_\_  
/s/  
Heather Moss, Deputy Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON, THE DEPARTMENT OF EARLY  
LEARNING AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925  
(SUBSIDIZED FAMILY CHILD CARE PROVIDERS)**

**Licensing Capacity Communication**

The State of Washington (State) and the Service Employees International Union Local 925 (SEIU 925) agree to the following licensing capacity communication provisions, as follows:

If a provider’s request for a licensed capacity increase has not been responded to within sixty (60) days, the provider or SEIU 925 may contact the appropriate licensing supervisor who will provide a status update. If there has still been no response after an additional thirty (30) days, the provider or SEIU 925 may contact the appropriate Regional Administrator who will review the situation and respond.

The effective date of this Memorandum of Understanding is July 1, 2017 through June 30, 2019.

Dated: 7/20/2016

For the Employer:

\_\_\_\_\_  
/s/  
Valerie Inforzato, Negotiator

For the Union:

\_\_\_\_\_  
/s/  
Karen Hart, Negotiator

For the Department of Early Learning:

\_\_\_\_\_  
/s/  
Heather Moss, Deputy Director



THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1<sup>st</sup> day of July, 2017.

For the Service Employees International Union 925:

/s/

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Karen Hart