
COLLECTIVE BARGAINING AGREEMENT



THE STATE OF WASHINGTON

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION 925**

EFFECTIVE

JULY 1, 2015 THROUGH JUNE 30, 2017



2015-2017

SEIU 925 CHILD CARE PROVIDERS
EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2017

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PREAMBLE

This 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 D.
- 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 informal care providers who are paid through the State's voucher subsidy program but are exempt from State child care licensing regulations and are not required to meet any specific standards beyond a background check. Pursuant to [WAC 170-290-0130 \(7\)](#), the consumer is responsible to monitor the environment and child care services received from FFN providers.

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, 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 one of the following individuals who has parental control of one (1) or more children, lives in the state of Washington, and is the child's:

- A. Parent, either biological or adopted;
- B. Stepparent;
- C. Legal guardian verified by a legal or court document;
- D. Adult sibling or step-sibling;
- E. Nephew or niece;

- F. Aunt;
- G. Uncle;
- H. Grandparent;
- I. Any of the relatives in F, G or H with the prefix “great,” such as great-aunt; or
- J. An approved in loco parentis custodian responsible for exercising day-to-day care and control of the child and who is not related to the child as described above.

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; and
- N. Parent co-payment.

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 licensed provider's licensing orientation and/or pre-service training and in-person subsidy training, if in existence. 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 on-line, the Union may provide the State with information to be included, which may include a link to the Union's website. On line 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/LRD and DEL will each designate a single contact person 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.

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).

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 E.

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

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 [Article 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/SHR/Labor Relations Section with a copy to the Collective Bargaining Agreement 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) 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) 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

Payment disputes (other than overpayment) shall be subject to the grievance process. Disputes regarding overpayments are only resolved through the Administrative Hearing Process.

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 license exempt providers (including but not limited to scope of care, provider affidavit, background checks and attendance records) are not subject to the grievance procedure.

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 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 them 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](#) 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

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 (Effective: July 1, 2015 through June 30, 2016):

The payment rate is the provider's private pay rate or the State rate, whichever is less. Payment will be made provided:

- A. The consumer has been determined eligible and has been issued an award/change letter, or the provider has been notified in writing (by an award/change letter); and
- B. The consumer has selected:
 - 1. An eligible licensed provider; or
 - 2. An FFN provider who has completed Part 2 of the application and has been determined not to be disqualified by the background check; and
- C. The provider actually provides care to the child, within the dates of eligibility contained in the award letter or the child care plan.

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 E, attached. The information on this automated line is updated every twenty-four (24) hours.

D. Effective: July 1, 2015 through September 29, 2015:

When an initial client application is complete and approved, the first day of the authorization will be the date stamp on the application, or when it is entered into the system, whichever is earlier. Providers will be paid for all authorized child care provided. If the state requests additional supporting information from the client after receiving the initial application, and the information is provided within the allowed or extended timeline and the client is authorized to receive child care services, then the first day of the authorization will be the date stamp on the initial application, or when it is entered into the system, whichever is earlier.

Effective: September 30, 2015 through June 30, 2016 (revision made for the purpose of accuracy and clarification of the actual approval and payment eligibility process):

When an initial client application is approved, the first day of payment eligibility will be the date stamp on the application, or when it is entered into the system, whichever is earlier. Providers will be paid for all authorized child care provided. If the state requests additional supporting information from the client after receiving the initial application, and the information is provided within the allowed or extended timeline and the client is authorized to receive child care services, then the first day of payment eligibility will be the date stamp on the initial application, or when it is entered into the system, whichever is earlier.

9.2 Payment for Care Provided (Effective: July 1, 2016 through June 30, 2017 – *additional revision made for the purpose of accuracy and clarification of the actual approval and payment eligibility process*):

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 E, 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, end date reminders shall be mailed five (5) weeks prior to an authorization ending.
- 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 unplanned termination.

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 Unplanned 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. Unplanned Terminations

In the event that there is an immediate and unanticipated move of a child that necessitates termination of child care services, 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 unplanned termination, resulting in the provider being committed to unreimbursed costs.

9.5 Payment Discrepancies

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.

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.

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

For the provider to be paid for the consumer's time in an approved activity outside a work schedule associated with the authorized care, the consumer must report or call in the need for care necessary during the time spent in the approved activity. 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 [Article 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 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, 2015, subsidy rates for licensed providers shall remain at the rates in effect on June 30, 2015. (See Appendix A-1.) Effective July 1, 2016, subsidy rates for licensed providers shall increase by two percent (2%). (See Appendix B-1.) In addition, effective July 1, 2016, selected rates for licensed providers shall be increased based on the June 2015 market rate survey. (See Appendix B-1.)

Effective July 1, 2015, subsidy rates for FFN providers shall remain at the rates in effect on June 30, 2015. Effective July 1, 2016, subsidy rates for FFN providers shall increase by two percent (2%). (See Appendix C).

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.

11.3 FFN Hourly and Enhanced Rates

- A. The additional sibling hourly rate of pay for FFN providers will be ninety-eight and one-half percent (98.5%) of that given for the first (1st) child for all children to whom services are provided.
- B. Effective July 1, 2015, FFN providers who have completed the following training requirements will receive an enhanced hourly rate of two percent (2%) over the base hourly rate:
 - 1. Thirty (30) hours basic training as established by the Department of Early Learning;
 - 2. Certification in Infant and Child CPR and First Aid; and
 - 3. Eight (8) hours additional State approved training related to child care issues every two (2) years following the completion of basic training.

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, 2015 through June 30, 2017, 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, 2015; 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 four hundred seventy-three thousand three hundred and seventy-six dollars (\$473,376.00) per month for fiscal year 2016, and five hundred nine thousand seven hundred and eighty-three dollars (\$509,783.00) per month for fiscal year 2017, 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 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 at least thirty-six (36) authorized units collectively (one (1) unit equals one (1) full day or two (2) half (1/2) days) 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 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
TRAINING AND PROFESSIONAL DEVELOPMENT**

13.1 Licensed Providers

A. Scholarship funds for training

For licensed providers who need assistance, the State will continue to provide scholarship funds totaling up to three hundred thousand dollars (\$300,000) or more as the Department of Early Learning (DEL) determines necessary (at least one hundred fifty dollars (\$150) per licensed provider) to help pay the cost for training, which may include the ten (10) required hours per year. Providers will be reimbursed within sixty (60) days of submitting the required documentation.

B. Scholarship funds for GED or Initial Early Learning Certificate attainment

Effective: July 1, 2015 through September 29, 2015:

The State agrees to establish a fund of up to one hundred seventy-two thousand and eight hundred dollars (\$172,800) in year one, to assist providers licensed prior to March 31, 2012 who do not hold a high school diploma, General Educational Development (GED), or Initial Early Learning Certificate. One time during the life of this Agreement, eligible licensed providers may be reimbursed up to five hundred dollars (\$500)

for the cost of GED attainment or receive a scholarship to pursue the Initial Early Learning Certificate.

Effective: September 30, 2015 through June 30, 2016 (*superseding the preceding paragraph of this Section B - \$200,000 added – funds moved from Article 13.5 STEM Training*):

The State agrees to dedicate up to three hundred seventy-two thousand and eight hundred dollars (\$372,800) in year one of this Agreement, to assist providers licensed prior to March 31, 2012 who do not hold a high school diploma, General Educational Development (GED), or Initial Early Learning Certificate. One time during the life of this Agreement, eligible licensed providers may be reimbursed up to five hundred dollars (\$500) for the cost of GED attainment or receive a scholarship to pursue the Initial Early Learning Certificate.

Effective: July 1, 2016 through June 30, 2017: Subsection 13.6 of this Agreement applies.

C. Professional Development Days

Licensed providers may bill for up to three (3) professional development days per year, to be used at the provider's discretion. Professional development days are days when providers close their family child care home/facility to attend training. 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. Licensed providers will be paid for professional development days taken on week days or weekends, provided the day was a regularly scheduled work day. Any days providers close their facility for training in addition to the three (3) allowed professional development days will be considered closure days.

D. Early Achievers Quality Incentive Program Work Group

The State and the Union agree to meet and discuss all aspects of the Early Achievers program, including course corrections. In addition, this work group will meet and discuss the delivery of pre-kindergarten and birth-to-three programs in licensed family homes.

E. STARS credit shall be awarded for all training except First Aid, CPR and Food Handling.

13.2 Licensing and Training for FFN Providers

A. Licensing Incentive

The State agrees to establish a fund of four thousand dollars (\$4,000): two thousand dollars (\$2,000) in year one and two thousand dollars (\$2,000) in year two of the Agreement, to assist FFN providers with becoming licensed. FFN providers who become licensed will be paid two hundred fifty dollars (\$250) within sixty (60) days of becoming licensed. Payments from this fund will be made on a first come basis until the four

thousand dollars (\$4,000) is spent or until the expiration date of this Agreement, whichever comes first.

B. FFN State Training Fund

Effective July 1, 2015 through June 30, 2016: The State agrees to establish a fund of sixty-five thousand dollars (\$65,000), to assist FFN providers with taking DEL-approved training classes.

FFN providers will be reimbursed up to three hundred dollars (\$300) in tuition costs for taking approved DEL training. Once the training is completed, the provider will submit copies of certificates to the Union for reimbursement. The provider will be reimbursed within sixty (60) days of receipt of the certificates. To qualify for these incentives, providers must have subsidized children in their care at the time of the training.

Payments from this fund will be made on a first come basis until the sixty-five thousand dollars (\$65,000) is spent or until June 30, 2016, whichever is first.

Reimbursement of Tuition Cost:

The Union may pay tuition cost for DEL approved training under this [Subsection 13.2](#) B. The State will reimburse the Union for the tuition costs in accordance with this Subsection. The Union shall maintain all training documents supporting the requests for reimbursement for training attended by FFN providers. The Union shall provide to the State each month, no later than the second Tuesday following the last day of the month, a report listing all FFN providers for whom tuition reimbursement is being requested. The report must include the following information:

1. Provider name;
2. Provider number;
3. Date of training;
4. Title of training;
5. Number of hours of each training;
6. Instructor's name and fee; and
7. Cost of each class taken.

The State will ensure a FFN provider does not exceed the three hundred dollar (\$300) tuition reimbursement cap.

For the second fiscal year, from July 1, 2016 through June 30, 2017: The provisions of Subsection 13.6 of this Agreement apply.

C. SEIU FFN Child Care Training Incentive Plan

The State will fund this training plan from the decrease from one hundred percent (100%) to ninety-eight and one-half percent (98.5%) of the additional child rate.

Effective July 1, 2015 through June 30, 2016: The parties agree the maximum amount of payable incentives will be capped at three hundred ninety three thousand dollars (\$393,000), less any applicable administrative costs. Incentive payments cannot be accelerated. 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 these incentive payments. Providers may request a reasonable review of this provision for special circumstances.

1. FFN providers who receive at least ten (10) hours of approved training will be eligible for a five hundred dollar (\$500) incentive, effective July 1, 2011. The incentive will be paid within thirty (30) days from the date the State receives the request following the completion of the training.

All training must be documented and approved by the DEL. The Union shall maintain all training documents supporting completion of the ten (10) hours of training. The ten (10) hours of training can consist of any combination of: STARS training on-line or in person; training provided through the Office of the Superintendent of Public Instruction (OSPI) and the Federal Child and Adult Food Program (CAFP) administered through OSPI in Washington State; participation in the "Play and Learn" groups being offered in certain counties of the state for FFN caregivers; or other approved DEL training.

Following completion of the first ten (10) hours of training and receipt of the incentive, providers who take an additional ten (10) hours of approved training will be paid an additional incentive in the second year of the Agreement.

2. The Union will have access to up to fifty thousand dollars (\$50,000) of the three hundred and ninety-three thousand (\$393,000) to pay for trainers, reasonable facility rental expenses (provided the space is not the Union's own space and the Union can show actual rental costs), reasonable printing and postage costs, and administrative costs for the sole purpose of promoting, recruiting, and providing this training. The Union will submit vouchers to the State for reimbursement for this training, and will be reimbursed within sixty (60) days of the State's receipt of the voucher.

The State will conduct financial monitoring visits at least twice during the life of this Agreement. The State may conduct monitoring visits on a more frequent basis if deemed necessary. The State will provide the Union three (3) business days notice of the date monitoring is to occur. If the Union is found to be out of

compliance with the terms of this Agreement, the State reserves the right to renegotiate the terms of the reimbursement process.

The State and the Union agree to evaluate the program at the end of the first year for effectiveness. The State and the Union agree that the goal of the project is to use this entire fund to encourage training and provide successful financial incentives to raise the quality of care and to administer the program as efficiently as possible.

Effective July 1, 2016 through June 30, 2017: The provisions of Subsection 13.6 of this Agreement apply.

13.3 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 (on-line, CD, or DVD). The State shall provide subsidy billing training to providers in every geographic region, on line, 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 licensed providers completing the training. The State will reimburse FFN providers ten dollars (\$10) per subsidized child in their care at the time they complete the training.

The State will allocate up to \$30,000 (thirty thousand dollars), during the life of this Agreement, to pilot a collaborative in-person subsidy billing training for licensed family child care providers and FFNs.

13.4 Training on Licensing WACs

A. Training on licensing WACs shall be available to licensed providers in every geographical region, on-line or at various times, days, evenings and weekends. The State shall pay for the cost of delivering the training, but shall not pay for the cost of the providers attending the training.

B. The State and the Union agree to bring together Union leaders with representatives of DEL to improve both parties' understanding of the licensing WACs.

13.5 STEM Training

Effective: July 1, 2015 through September 29, 2015:

The State will establish a fund capped at three hundred thousand (\$300,000) in the first year to provide Science, Technology, Engineering and Math (STEM) training and materials. The State will adapt a current two hour training prepared by the Office of Superintendent of Public Instruction to make it relevant to providers who teach children 0-5 years of age. The State will execute a contract with a third party entity that employs or engages MERIT-approved trainers who will deliver this training. The training will be provided free-of-charge to licensed and FFN

providers. STEM kits appropriate for children 0-5 years of age will be available for providers to check out from their local public library free of charge.

Effective: September 30, 2015 through June 30, 2016 (superseding the preceding paragraph - \$200,000 reduction – funds moved to Article 13.1B Scholarship funds for GED or Initial Early Learning Certificate attainment; and STEM kit revisions and training revisions):

The State agrees to dedicate up to one hundred thousand dollars (\$100,000) in the first year of this Agreement to provide Science, Technology, Engineering and Math (STEM) training and materials. The State will adapt a current two-hour training prepared by the Office of Superintendent of Public Instruction to make it relevant to providers who teach children 0-5 years of age. The State will execute a contract with a third party entity that employs or engages MERIT-approved trainers who will deliver this training. The training will be provided free-of-charge to licensed and FFN providers, and STEM kits appropriate for children 0-5 years of age will be available for providers, as follows:

The Union will offer twelve (12) STEM trainings using the training provided by the Department of Early Learning (DEL). DEL will provide to the Union a STEM Instructor's Guide, a Power Point presentation and a materials purchasing list for the STEM kits. The trainings must be delivered throughout the seven (7) regions utilizing a state-approved trainer. The Union's state-approved trainers will distribute the kits free of charge to the participants.

Effective July 1, 2016 through June 30, 2017: The provisions of Subsection 13.6 of this Agreement apply.

13.6 Family Child Care Providers Training and Quality Improvement Program, Joint Committee and Fund (pursuant to an agreement by the parties on August 7, 2015, as part of the reopener bargaining)

A. Program

The State agrees to partner with the Union in providing a training, professional development and quality improvement program to support family child care providers, effective July 1, 2016. The parties agree that the program created will be simple and sustainable; will minimize expenditures on administration and maximize expenditures on training and professional development; and will support quality through enhancing family child care providers' entry and success in the Early Achievers program.

B. Joint Committee

1. The parties agree to establish a Family Child Care Provider Training and Quality Improvement Joint Committee (Joint Committee). The State and the Union shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include 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 Committee shall meet quarterly to identify needs and make recommendations to improve the quality of care offered by licensed and FFN family child care providers. Recommendations may include, but are not limited to: improving communication, coordination, accessibility, and support around existing training, education, and Early Achievers resources; and developing and delivering new resources and/or making changes to existing resources, if such needs are identified. Funding for the implementation of Committee recommendations shall be in accordance with this Article.
3. The State reserves the right to reject any proposals of the Committee; however, the State's approval will not be unreasonably withheld.

C. Family Child Care Provider Training and Quality Improvement Fund

1. The Union agrees to establish a Family Child Care Provider Training and Quality Improvement Fund (Fund) for the purpose of implementing the Joint Committee's recommendations. This Fund shall be a tax-exempt 501(c)(3) non-profit organization. The State and the Fund shall execute a contract for services prior to any funding being provided by the State.
2. The Joint Committee shall approve a budget prior to any payments being transmitted to the Fund by the State. Unapproved expenditures will not be reimbursed by the State.
3. The parties agree that up to \$1,236,000 (one million and two hundred and thirty-six thousand dollars – this amount is the total of the amounts set forth in the August 7, 2015 agreement between the State and Union, less the amounts to be administered by DEL in the attached Memorandum of Understanding regarding this Article) will be available to the Fund to carry out approved training and quality improvement activities.
4. Payments to the Fund shall be made on the following terms:
 - a. Contributions quarterly are not to exceed the above amounts.
 - b. An initial amount will be paid and then additional payments will be made based on quarterly expenditure reports, with payments equaling the amount spent in the previous quarter.

- c. No fourth quarter payment shall be made until a final expenditure report is received, unless the Fund provides an interim expenditure report demonstrating the first payment has been exhausted.
- d. All expenditure reports must be reviewed and approved by DEL before reimbursements are made.
- e. Purposes for which the funding can be used will be determined by the Joint Committee, subject to the provisions of the preceding Section 13.6 B3.
- f. The Fund shall provide quarterly reports to DEL on the progress toward performance goals set by the Committee.

D. Fund-Administered Substitute Pool

The Union agrees that the Fund will also establish and operate a substitute pool. The amount to be allocated to the Fund in FY 2017 is to be recommended by the Joint Committee and is subject to approval by the State.

**ARTICLE 14
EARLY ACHIEVERS**

14.1 Tiered Reimbursement Rates

Licensed providers in Early Achievers who achieve Levels 2, 3, 4 and 5 will be paid the following tiered reimbursement rates:

Effective July 1, 2015 through June 30, 2016 (See Appendices A-2 through A-5):

Early Achievers Level	Rate
Level 2	2% (two percent) above the base rate
Level 3	4% (four percent) above the base rate
Level 4	10% (ten percent) above the base rate
Level 5	15% (fifteen percent) above the base rate

Effective July 1, 2016 through June 30, 2017 (See Appendices B-2 through B-5):

Early Achievers Level	Rate
Level 2	2% (two percent) above the base rate
Level 3	10% (ten percent) above the base rate
Level 4	15% (fifteen percent) above the base rate
Level 5	20% (twenty percent) 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.

Effective July 1, 2015 through June 30, 2016.

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

Effective July 1, 2016 through June 30, 2017:

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

14.3 Needs Based Grants

Effective: July 1, 2015 through September 29, 2015:

The State agrees to establish a fund of two hundred fifty thousand dollars (\$250,000) in year one and two hundred fifty thousand (\$250,000) in year two of the Agreement, for one-time needs-based grants of up to five hundred dollars (\$500.00) for providers 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 20% low income children based on OSPI data will be eligible to receive these grants. Grants will be available based on the recommendation of the Technical Assistant (TA) and/or coach for the purpose of improving scores on the Environmental Rating Scale (ERS). Grants may be used to purchase specific items such as books, science materials, gross motor equipment, substitute time, or other items as identified by the TA or coach. Beginning in October 2014, the State and the Union agree to exchange information on a quarterly basis regarding the use of these grants per provider and amount.

Effective: September 30, 2015 through June 30, 2017(*\$250,000 added for each of the two years of the biennium and revision of eligibility*):

The State agrees to dedicate five hundred thousand dollars (\$500,000) in year one and five hundred thousand dollars (\$500,000) in year two of the Agreement, for one-time needs-based grants of up to five hundred dollars (\$500) for providers 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.

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

The State shall pay the licensed provider for all days the subsidized child is scheduled and authorized for care, but absent. Scheduled means the days the child is normally scheduled to attend in a month. 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 Article 9.4.

16.3 Closure Days

Licensed providers shall not bill for days their child care facility is closed for reasons other than the three (3) professional development days described in [Article 13.1 C](#) 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](#), Training;
- 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;
- 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](#).

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, 2015 and shall remain in full force and effect until June 30, 2017. The parties shall begin negotiations for a successor agreement no later than April 1, 2016. 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, 2017, 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
FAMILY HOMES MAXIMUM CHILD CARE BASE RATES
EFFECTIVE JULY 1, 2015 TO JUNE 30, 2016

	Infants	Enhanced	Toddlers	Preschool	School-age
	(Birth - 11 mos.)	Toddlers (12-17 mo.)	(18 - 29 mos.)	(30 mos. - 5 yrs)	(5 - 12 yrs)
Region 1					
Full-Day	\$26.80	\$26.80	\$23.30	\$23.30	\$20.73
Half-Day	\$13.40	\$13.40	\$11.65	\$11.65	\$10.37
Spokane					
Full-Day	\$27.40	\$27.40	\$23.83	\$23.83	\$21.18
Half-Day	\$13.70	\$13.70	\$11.92	\$11.92	\$10.59
Region 2					
Full-Day	\$28.30	\$28.30	\$24.61	\$22.01	\$22.01
Half-Day	\$14.15	\$14.15	\$12.31	\$11.01	\$11.01
Region 3					
Full-Day	\$37.54	\$37.54	\$32.36	\$28.48	\$25.89
Half-Day	\$18.77	\$18.77	\$16.18	\$14.24	\$12.95
Region 4					
Full-Day	\$44.17	\$44.17	\$38.41	\$32.36	\$31.06
Half-Day	\$22.09	\$22.09	\$19.21	\$16.18	\$15.53
Region 5					
Full-Day	\$29.78	\$29.78	\$25.89	\$24.61	\$22.01
Half-Day	\$14.89	\$14.89	\$12.95	\$12.31	\$11.01
Region 6					
Full-Day	\$29.78	\$29.78	\$25.89	\$25.89	\$24.61
Half-Day	\$14.89	\$14.89	\$12.95	\$12.95	\$12.31

APPENDIX A-2
FAMILY HOME MAXIMUM CHILD CARE RATES
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2015 TO JUNE 30, 2016

Early Achievers Level 2 (2% above base)					
	Infants	Enhanced	Toddlers	Preschool	School-age
	(Birth - 11 mos.)	Toddlers (12-17 mo.)	(18 - 29 mos.)	(30 mos. - 5 yrs)	(5 - 12 yrs)
Region 1					
Full-Day	\$27.34	\$27.34	\$23.77	\$23.77	\$21.14
Half-Day	\$13.67	\$13.67	\$11.89	\$11.89	\$10.57
Spokane					
Full-Day	\$27.95	\$27.95	\$24.31	\$24.31	\$21.60
Half-Day	\$13.98	\$13.98	\$12.16	\$12.16	\$10.80
Region 2					
Full-Day	\$28.87	\$28.87	\$25.10	\$22.45	\$22.45
Half-Day	\$14.44	\$14.44	\$12.55	\$11.23	\$11.23
Region 3					
Full-Day	\$38.29	\$38.29	\$33.01	\$29.05	\$26.41
Half-Day	\$19.15	\$19.15	\$16.51	\$14.53	\$13.21
Region 4					
Full-Day	\$45.05	\$45.05	\$39.18	\$33.01	\$31.68
Half-Day	\$22.53	\$22.53	\$19.59	\$16.51	\$15.84
Region 5					
Full-Day	\$30.38	\$30.38	\$26.41	\$25.10	\$22.45
Half-Day	\$15.19	\$15.19	\$13.21	\$12.55	\$11.23
Region 6					
Full-Day	\$30.38	\$30.38	\$26.41	\$26.41	\$25.10
Half-Day	\$15.19	\$15.19	\$13.21	\$13.21	\$12.55

APPENDIX A-3
FAMILY HOME MAXIMUM CHILD CARE RATE
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2015 TO JUNE 30, 2016

Early Achievers Level 3 (4% above base)					
	Infants	Enhanced	Toddlers	Preschool	School-age
	(Birth - 11 mos.)	Toddlers (12-17 mo.)	(18 - 29 mos.)	(30 mos. - 5 yrs)	(5 - 12 yrs)
Region 1					
Full-Day	\$27.87	\$27.87	\$24.23	\$24.23	\$21.56
Half-Day	\$13.94	\$13.94	\$12.12	\$12.12	\$10.78
Spokane					
Full-Day	\$28.50	\$28.50	\$24.78	\$24.78	\$22.03
Half-Day	\$14.25	\$14.25	\$12.39	\$12.39	\$11.02
Region 2					
Full-Day	\$29.43	\$29.43	\$25.59	\$22.89	\$22.89
Half-Day	\$14.72	\$14.72	\$12.80	\$11.45	\$11.45
Region 3					
Full-Day	\$39.04	\$39.04	\$33.65	\$29.62	\$26.93
Half-Day	\$19.52	\$19.52	\$16.83	\$14.81	\$13.47
Region 4					
Full-Day	\$45.94	\$45.94	\$39.95	\$33.65	\$32.30
Half-Day	\$22.97	\$22.97	\$19.98	\$16.83	\$16.15
Region 5					
Full-Day	\$30.97	\$30.97	\$26.93	\$25.59	\$22.89
Half-Day	\$15.49	\$15.49	\$13.47	\$12.80	\$11.45
Region 6					
Full-Day	\$30.97	\$30.97	\$26.93	\$26.93	\$25.59
Half-Day	\$15.49	\$15.49	\$13.47	\$13.47	\$12.80

APPENDIX A-4
FAMILY HOME MAXIMUM CHILD CARE RATE
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2015 TO JUNE 30, 2016

Early Achievers Level 4 (10% above base)					
	Infants	Enhanced	Toddlers	Preschool	School-age
	(Birth - 11 mos.)	Toddlers (12-17 mo.)	(18 - 29 mos.)	(30 mos. - 5 yrs)	(5 - 12 yrs)
Region 1					
Full-Day	\$29.48	\$29.48	\$25.63	\$25.63	\$22.80
Half-Day	\$14.74	\$14.74	\$12.82	\$12.82	\$11.40
Spokane					
Full-Day	\$30.14	\$30.14	\$26.21	\$26.21	\$23.30
Half-Day	\$15.07	\$15.07	\$13.11	\$13.11	\$11.65
Region 2					
Full-Day	\$31.13	\$31.13	\$27.07	\$24.21	\$24.21
Half-Day	\$15.57	\$15.57	\$13.54	\$12.11	\$12.11
Region 3					
Full-Day	\$41.29	\$41.29	\$35.60	\$31.33	\$28.48
Half-Day	\$20.65	\$20.65	\$17.80	\$15.67	\$14.24
Region 4					
Full-Day	\$48.59	\$48.59	\$42.25	\$35.60	\$34.17
Half-Day	\$24.30	\$24.30	\$21.13	\$17.80	\$17.09
Region 5					
Full-Day	\$32.76	\$32.76	\$28.48	\$27.07	\$24.21
Half-Day	\$16.38	\$16.38	\$14.24	\$13.54	\$12.11
Region 6					
Full-Day	\$32.76	\$32.76	\$28.48	\$28.48	\$27.07
Half-Day	\$16.38	\$16.38	\$14.24	\$14.24	\$13.54

APPENDIX A-5
FAMILY HOME MAXIMUM CHILD CARE RATE
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2015 TO JUNE 30, 2016

Early Achievers Level 5 (15% above base)					
	Infants	Enhanced	Toddlers	Preschool	School-age
	(Birth - 11 mos.)	Toddlers (12-17 mo.)	(18 - 29 mos.)	(30 mos. - 5 yrs)	(5 - 12 yrs)
Region 1					
Full-Day	\$30.82	\$30.82	\$26.80	\$26.80	\$23.84
Half-Day	\$15.41	\$15.41	\$13.40	\$13.40	\$11.92
Spokane					
Full-Day	\$31.51	\$31.51	\$27.40	\$27.40	\$24.36
Half-Day	\$15.76	\$15.76	\$13.70	\$13.70	\$12.18
Region 2					
Full-Day	\$32.55	\$32.55	\$28.30	\$25.31	\$25.31
Half-Day	\$16.28	\$16.28	\$14.15	\$12.66	\$12.66
Region 3					
Full-Day	\$43.17	\$43.17	\$37.21	\$32.75	\$29.77
Half-Day	\$21.59	\$21.59	\$18.61	\$16.38	\$14.89
Region 4					
Full-Day	\$50.80	\$50.80	\$44.17	\$37.21	\$35.72
Half-Day	\$25.40	\$25.40	\$22.09	\$18.61	\$17.86
Region 5					
Full-Day	\$34.25	\$34.25	\$29.77	\$28.30	\$25.31
Half-Day	\$17.13	\$17.13	\$14.89	\$14.15	\$12.66
Region 6					
Full-Day	\$34.25	\$34.25	\$29.77	\$29.77	\$28.30
Half-Day	\$17.13	\$17.13	\$14.89	\$14.89	\$14.15

APPENDIX B-1
FAMILY HOME MAXIMUM CHILD CARE BASE RATES
2% INCREASE OR MARKET RATE ADJUSTMENT
EFFECTIVE JULY 1, 2016 TO JUNE 30, 2017

	Infants (Birth - 11 mos.)	Enhanced Toddlers (12-17 mo.)	Toddlers (18 - 29 mos.)	Preschool (30 mos. - 5 yrs)	School-age (5 - 12 yrs)
Region 1					
Full-Day	\$29.62	\$29.62	\$25.76	\$23.78	\$21.14
Half-Day	\$14.81	\$14.81	\$12.88	\$11.89	\$10.57
Spokane					
Full-Day	\$30.32	\$30.32	\$26.36	\$24.32	\$21.60
Half-Day	\$15.16	\$15.16	\$13.18	\$12.16	\$10.80
Region 2					
Full-Day	\$30.66	\$30.66	\$26.66	\$24.44	\$22.46
Half-Day	\$15.33	\$15.33	\$13.33	\$12.22	\$11.23
Region 3					
Full-Day	\$41.98	\$41.98	\$35.54	\$35.54	\$28.80
Half-Day	\$20.99	\$20.99	\$17.77	\$17.77	\$14.40
Region 4					
Full-Day	\$53.30	\$53.30	\$44.42	\$39.98	\$31.68
Half-Day	\$26.65	\$26.65	\$22.21	\$19.99	\$15.84
Region 5					
Full-Day	\$36.34	\$36.34	\$31.60	\$26.66	\$22.46
Half-Day	\$18.17	\$18.17	\$15.80	\$13.33	\$11.23
Region 6					
Full-Day	\$32.68	\$32.68	\$28.42	\$26.66	\$25.10
Half-Day	\$16.34	\$16.34	\$14.21	\$13.33	\$12.55

APPENDIX B-2
FAMILY HOME MAXIMUM CHILD CARE BASE RATES
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2016 TO JUNE 30, 2017

Early Achievers Level 2 (2% above base)
--

	Infants (Birth - 11 mos.)	Enhanced Toddlers (12-17 mo.)	Toddlers (18 - 29 mos.)	Preschool (30 mos. - 5 yrs)	School-age (5 - 12 yrs)
Region 1					
Full-Day	\$30.22	\$30.22	\$26.28	\$24.26	\$21.56
Half-Day	\$15.11	\$15.11	\$13.14	\$12.13	\$10.78
Spokane					
Full-Day	\$30.94	\$30.94	\$26.90	\$24.82	\$22.04
Half-Day	\$15.47	\$15.47	\$13.45	\$12.41	\$11.02
Region 2					
Full-Day	\$31.28	\$31.28	\$27.20	\$24.94	\$22.92
Half-Day	\$15.64	\$15.64	\$13.60	\$12.47	\$11.46
Region 3					
Full-Day	\$42.82	\$42.82	\$36.26	\$36.26	\$29.38
Half-Day	\$21.41	\$21.41	\$18.13	\$18.13	\$14.69
Region 4					
Full-Day	\$54.38	\$54.38	\$45.32	\$40.78	\$32.32
Half-Day	\$27.19	\$27.19	\$22.66	\$20.39	\$16.16
Region 5					
Full-Day	\$37.08	\$37.08	\$32.24	\$27.20	\$22.92
Half-Day	\$18.54	\$18.54	\$16.12	\$13.60	\$11.46
Region 6					
Full-Day	\$33.34	\$33.34	\$29.00	\$27.20	\$25.60
Half-Day	\$16.67	\$16.67	\$14.50	\$13.60	\$12.80

APPENDIX B-3
FAMILY HOME MAXIMUM CHILD CARE BASE RATES
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2016 TO JUNE 30, 2017

Early Achievers Level 3 (10% above base)

	Infants (Birth - 11 mos.)	Enhanced Toddlers (12-17 mo.)	Toddlers (18 - 29 mos.)	Preschool (30 mos. - 5 yrs)	School-age (5 - 12 yrs)
Region 1					
Full-Day	\$32.58	\$32.58	\$28.34	\$26.16	\$23.26
Half-Day	\$16.29	\$16.29	\$14.17	\$13.08	\$11.63
Spokane					
Full-Day	\$33.36	\$33.36	\$29.00	\$26.76	\$23.76
Half-Day	\$16.68	\$16.68	\$14.50	\$13.38	\$11.88
Region 2					
Full-Day	\$33.74	\$33.74	\$29.34	\$26.88	\$24.72
Half-Day	\$16.87	\$16.87	\$14.67	\$13.44	\$12.36
Region 3					
Full-Day	\$46.18	\$46.18	\$39.10	\$39.10	\$31.68
Half-Day	\$23.09	\$23.09	\$19.55	\$19.55	\$15.84
Region 4					
Full-Day	\$58.64	\$58.64	\$48.86	\$43.98	\$34.86
Half-Day	\$29.32	\$29.32	\$24.43	\$21.99	\$17.43
Region 5					
Full-Day	\$39.98	\$39.98	\$34.76	\$29.34	\$24.72
Half-Day	\$19.99	\$19.99	\$17.38	\$14.67	\$12.36
Region 6					
Full-Day	\$35.96	\$35.96	\$31.26	\$29.34	\$27.62
Half-Day	\$17.98	\$17.98	\$15.63	\$14.67	\$13.81

APPENDIX B-4
FAMILY HOME MAXIMUM CHILD CARE BASE RATES
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2016 TO JUNE 30, 2017

Early Achievers Level 4 (15% above base)

	Infants (Birth - 11 mos.)	Enhanced Toddlers (12-17 mo.)	Toddlers (18 - 29 mos.)	Preschool (30 mos. - 5 yrs)	School-age (5 - 12 yrs)
Region 1					
Full-Day	\$34.06	\$34.06	\$29.62	\$27.36	\$24.32
Half-Day	\$17.03	\$17.03	\$14.81	\$13.68	\$12.16
Spokane					
Full-Day	\$34.88	\$34.88	\$30.32	\$27.98	\$24.84
Half-Day	\$17.44	\$17.44	\$15.16	\$13.99	\$12.42
Region 2					
Full-Day	\$35.26	\$35.26	\$30.66	\$28.12	\$25.84
Half-Day	\$17.63	\$17.63	\$15.33	\$14.06	\$12.92
Region 3					
Full-Day	\$48.28	\$48.28	\$40.88	\$40.88	\$33.12
Half-Day	\$24.14	\$24.14	\$20.44	\$20.44	\$16.56
Region 4					
Full-Day	\$61.30	\$61.30	\$51.08	\$45.98	\$36.44
Half-Day	\$30.65	\$30.65	\$25.54	\$22.99	\$18.22
Region 5					
Full-Day	\$41.80	\$41.80	\$36.34	\$30.66	\$25.84
Half-Day	\$20.90	\$20.90	\$18.17	\$15.33	\$12.92
Region 6					
Full-Day	\$37.58	\$37.58	\$32.68	\$30.66	\$28.88
Half-Day	\$18.79	\$18.79	\$16.34	\$15.33	\$14.44

APPENDIX B-5
FAMILY HOME MAXIMUM CHILD CARE BASE RATES
TIERED REIMBURSEMENT
EFFECTIVE JULY 1, 2016 TO JUNE 30, 2017

Early Achievers Level 5 (20% above base)

	Infants (Birth - 11 mos.)	Enhanced Toddlers (12-17 mo.)	Toddlers (18 - 29 mos.)	Preschool (30 mos. - 5 yrs)	School-age (5 - 12 yrs)
Region 1					
Full-Day	\$35.54	\$35.54	\$30.92	\$28.54	\$25.38
Half-Day	\$17.77	\$17.77	\$15.46	\$14.27	\$12.69
Spokane					
Full-Day	\$36.38	\$36.38	\$31.64	\$29.18	\$25.92
Half-Day	\$18.19	\$18.19	\$15.82	\$14.59	\$12.96
Region 2					
Full-Day	\$36.80	\$36.80	\$32.00	\$29.34	\$26.96
Half-Day	\$18.40	\$18.40	\$16.00	\$14.67	\$13.48
Region 3					
Full-Day	\$50.38	\$50.38	\$42.66	\$42.66	\$34.56
Half-Day	\$25.19	\$25.19	\$21.33	\$21.33	\$17.28
Region 4					
Full-Day	\$63.96	\$63.96	\$53.30	\$47.98	\$38.02
Half-Day	\$31.98	\$31.98	\$26.65	\$23.99	\$19.01
Region 5					
Full-Day	\$43.62	\$43.62	\$37.92	\$32.00	\$26.96
Half-Day	\$21.81	\$21.81	\$18.96	\$16.00	\$13.48
Region 6					
Full-Day	\$39.22	\$39.22	\$34.10	\$32.00	\$30.12
Half-Day	\$19.61	\$19.61	\$17.05	\$16.00	\$15.06

APPENDIX C
FAMILY, FRIENDS AND NEIGHBORS PROVIDERS (FFN)

Base Rates effective July 1, 2015	
Child needing most hours of care	2.42 per hour
Additional children	2.39 per hour
Base Rates 2% increase effective July 1, 2016	
Child needing most hours of care	2.47 per hour
Additional children	2.44 per hour

2% Enhanced Rates* effective July 1, 2015	
Child needing most hours of care	2.47 per hour
Additional children	2.44 per hour
2% Enhanced Rates* effective July 1, 2016	
Child needing most hours of care	2.52 per hour
Additional children	2.49 per hour

*For Requirements to Receive Enhanced Rates, see Article 11.3 (B)

APPENDIX D
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 E RESOURCES

WCCC Provider Line

Providers may contact the WCCC Provider Line to:

- Check the status of a WCCC application or review
- Check payment authorization or billing, such as: hours of care, units or payment type
- Provide information about your rates
- Report a mistake on a current authorization

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 Send DSHS information or questions 24 hours a day about WCCC child care. The average response time is one business day.
3. Fax: 1-888-338-7410

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

Providers can find useful information like:

- How to sign up for Direct Deposit
- How to submit your invoice using Invoice Express
- Who to call if you have questions on the tax earning forms you receive
- 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 24 hours a day.

- Use this number to check on the family's authorization, copayment, case status and effective dates of coverage.
- Information is only available after the case has been processed.
- 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

- Families use this number to check on the status of their cases.
- Providers can encourage families to call and check on the status of their cases.

Families can apply online at www.washingtonconnection.com

Families can fax information to DSHS fax line at 1-888-338-7410

Request for Special Needs (SN)

Call the provider line (1-800-394-4571)

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

•• 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

•• 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

•• 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.

•• When you call the grievance line, please be prepared to provide your full name, your provider number and details of your situation.

www.del.wa.gov

The Department of Early Learning's Web site has information about:

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

www.dshs.wa.gov

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

<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

Eastern Washington Family Child Association
www.ewfcca.org

Washington Association for the Education of Young Children
1-800-727-3107
www.waeyc.org

Washington State Child Care Aware
www.childcarenet.org

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

**Child Care One-Year Slot-Based Pilot Project
(effective FY 2017)**

The State of Washington and the Service Employees International Union Local 925 (SEIU 925) agree to the following provisions concerning a one-year slot-based pilot project at Licensed Family Homes, as follows:

Subject to funding approval by the OFM Director and subject to the collective bargaining funding process in accordance with RCW 41.56.028, the State agrees to dedicate up to two hundred thousand dollars (\$200,000) for the purpose of implementing a one-year slot-based pilot project for children ages 0 to 3 years old at Level 3 to 5 Early Achiever Family Child Care Provider Homes, to commence July 1, 2016.

The effective date of this Memorandum of Understanding is the last date of the following signatures.

For the Union:

For the State:

/s/

Karen Hart, President
SEIU Local 925

/s/

Valerie Inforzato, Labor Negotiator
OFM/SHR, Labor Relations Section

Dated:

09/30/2015

Dated:

09/30/2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925
(Representing State Subsidized Family Child Care Providers)**

**Re: 2015-2017 Collective Bargaining Agreement –
Article 13 – Training and Professional Development**

In order to more effectively meet the training and professional development needs of state subsidized family child care providers and the communities in which they serve, the State of Washington (State) and the Service Employees International Union Local 925 (SEIU 925) agree to the following reallocation of Article 13 training funds (revision of August 7, 2015 agreement), in accordance with the recommendation of the Training and Quality Improvement Joint Committee:

- Article 13.1 – Licensed Providers:
 - Scholarship Funds for Training (Article 13.1 A): The remaining balance of the \$150,000 (one hundred and fifty thousand dollars) for FY 2017 that was to be administered by the Family Child Care Provider Training and Quality Improvement Fund 501(c)(3) (the Imagine Institute) will instead continue to be administered by the Department of Early Learning (DEL).
 - Scholarship Funds for GED or Initial Early Learning Certificate Attainment (Article 13.1 B): Of the \$372,800 (three hundred and seventy-two thousand and eight hundred dollars) allocated for these scholarship funds, that the parties agreed on August 7, 2015 would be administered by the Imagine Institute, \$172,800 (one hundred and seventy-two thousand and eight hundred dollars) of these funds will continue to be administered by DEL for higher education scholarships, and the remaining \$200,000 (two hundred thousand dollars) will be administered by the Imagine Institute for training delivery and outreach, in accordance with specific deliverables to be set forth in the State’s vendor contract with the Imagine Institute.
- Article 13.2A – Licensing and Training for FFN Providers: The \$2,000 (two thousand dollars) allocated amount for FY 2017, that the parties agreed on August 7, 2015 would be administered by the Imagine Institute, will continue to be administered by DEL.

The terms of this Memorandum of Understanding are effective from July 1, 2016 through June 30, 2017.

For the Union:

/s/

Karen Hart, President
SEIU Local 925

Dated:

8/23/2016

For the State:

/s/

Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

Dated:

8/23/2016

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

Executed this 1st day of July, 2015.

For the Service Employees International Union 925:

/s/
Karen Hart
President, SEIU Local 925

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

/s/
Janetta Sheehan, Chief Negotiator
OFM/SHR, Labor Relations Section