



Early Learning Coalition of Southwest Florida, Inc.

<u>Subject:</u> Parent Access		
<u>Policy #:</u> ELCSWF-EL0009A-08	<u>Category:</u> Program Quality and Standards	<u>Reference #</u> OEL-EL-220
<u>Approval:</u> Updated Sept. 27, 2008	<u>Effective Date:</u> 9/27/08	<u>Replaces (policy # and date):</u> ELCSWF-SR0009-05 April 21 2005 ELCSWF-SR009A-06 7/26/06

- I. **PURPOSE:** To establish a method of communication and accountability for parents and providers, of the parent's right to access their child while in the care of the provider.
- II. **REVIEW HISTORY:** This policy replaces any previous written or verbal directives.
- III. **CONTACT:** Chief Executive Officer
- IV. **PERSONS AFFECTED:** Program, VPK, Resource & Referral and Eligibility Staff; and Parents and Providers.
- V. **POLICY:** Parents must be able to access their children when in the care of early learning providers..
- VI. **RATIONALE:** The ability of parents to access their child, while in the care of a child care provider is mandated by federal and state law.
- VII. **CROSS REFERENCES:** 45CFR 98.31, Section 402.305 (11) Florida Statutes, Rule 60BB-4 and 8, Florida Administrative Code, Chapter 1002.51-74 F.S.
- VIII. **DEFINITIONS:**

"Access" means giving the parent the ability to enter the facility and permission to communicate with their child.

"Child care" means the care, protection, and supervision of a child, for a period of less than 24 hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee, or grant is made for care.

"Child care facility" includes any child care center or child care arrangement which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or

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grant for any of the children receiving care, wherever operated, and whether or not operated for profit. The following are not included:

- (a) Public schools and nonpublic schools and their integral programs, except as provided in s. [402.3025](#);
- (b) Summer camps having children in full-time residence;
- (c) Summer day camps;
- (d) Bible schools normally conducted during vacation periods; and
- (e) Operators of transient establishments, as defined in chapter 509, which provide child care services solely for the guests of their establishment or resort, provided that all child care personnel of the establishment are screened according to the level 2 screening requirements of chapter 435. {cite 402.302 (1) and (2) FS}

“Qualified Contractor or “Contractor” refers to “Coordinated Community Care for Children (4C) Inc. the agency contracted by the Early Learning Coalition of Southwest Florida, to carry out the daily responsibilities for VPK families and providers. Coordinated Community Care for Children Inc. (4C) is contracted for the School Readiness and VPK program.

“Early Learning Coalition” or “Coalition” means an early learning coalition created under s. 411.01, FS., more specifically the “Early Learning Coalition of Southwest Florida, Inc. (ELC-SWF).

“Early Learning Provider” or Provider means the individual or facility responsible for the provision of early learning child care services for children.

IX. PROCEDURES:

1. 45CFR98.31 of the Code of Federal Regulations require that “parents have unlimited access to their children, and to the providers caring for their children, during normal hours of provider operation and when ever the children are in the care of the provider.”
2. Child care providers serving children in the early coalition program are required to permit unlimited access of the child, regardless of age, by the parent either in person or by telephone.
3. All providers must have a working telephone.
4. The availability of parental access and/or telephone contact must occur during normal hours of operation and whenever the children are in the care of the provider.
- 5.. Parents will be advised of their right to access their children.
6. Proof that the parent was provided this information will be determined by their signature on the Family's Rights and Responsibilities form (SR-1019) for school readiness and the parent application for VPK. The signed form must be filed in the child's file.

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7. Early Learning providers shall be notified of this requirement through the "Provider Agreement for School Readiness Services" (SR-1004) and, if applicable, the State of Florida Voluntary PreKindergarten Education Program Statewide Provider Agreement."(VPK-20) The provider's notification will be evidenced by their signature on the form(s).
8. These forms shall be maintained in the Contractor's provider files along with other documents related to their eligibility and responsibilities as a school readiness or VPK provider.
9. For new providers, a copy of the signed agreement(s) shall be obtained PRIOR to the distribution of any school readiness or VPK funds.
10. Agreements must be signed annually for continuation of services.
11. Copies of the provider agreements must be provided in the applicable provider packet. Each provider must receive a copy of the respective provider packet prior to initiation of services or to any provider upon request.
12. Sanctions may be imposed in the form of non-payment for services or exclusion from services, of any child care provider who fails to permit a parent the unlimited access as required by law.

X. EXHIBITS:

Forms:

"Family's Rights and Responsibilities when Receiving School Readiness Services"
Provider Agreement for School Readiness Services"
State of Florida Voluntary PreKindergarten Education Program Statewide Provider Agreement."



Family's Rights and Responsibilities When Receiving School Readiness Services

Important Information for Parents and Guardians

What are School Readiness Services? This federal and state government program funds subsidized child care services for low income families who are working or attending school. It also helps children at risk of abuse or neglect, those with special needs or those at risk of school failure. Although the program can serve children up to 13 years of age, it specifically targets children from birth to five years of age in need of child care programs, and helps them to learn skills necessary for future success in school. The program helps children to develop physically, emotionally and socially. Health and developmental screenings are provided to ensure children get all the services they need to learn.

Information Parents Should Know and Understand:

_____ I understand that School Readiness Services are strictly based on the client's eligibility, availability of funds, and enrollment priorities established by the Early Learning Coalition. These services are not an entitlement.

_____ I understand I must provide proof of my identity.

_____ I understand I must provide proof of my child's age.

_____ I understand I must supply information about my job and income.

_____ I understand that my Social Security Number will be requested but I am not obligated to give it. If I voluntarily provide my SSN, it will be held confidential and used only to collect data and as a unique identifier.

_____ I understand that I must show that my child is a U.S. citizen or legal immigrant.

Your Rights

_____ I understand that I have a right to a translator at no cost - Right to free translator.

_____ I understand I have a right to a choice of child care provider: The child care provider must be a legally operating child care provider, (licensed, faith-based, public or non-public schools; licensed or registered family day care homes or informal related providers), who have signed, and agreed to comply with, the Coalition Provider Agreement.

_____ I understand that children referred by the Department of Children and Families or their contracted providers, are restricted to licensed or school based programs only.

_____ I understand that I have the right to visit my child while they are in the care of the child care provider.

_____ I understand that I have the right to look at my child's records and get a copy of I want.

_____ I understand I have a right to be notified of any funding changes which might affect my services. I understand that if I have questions, I have a right to request information or clarification from 4C or the Coalition at any time.

_____ I understand that discrimination is illegal. I may not be turned down because of race, color, national origin, age, sex, disability, religion or political beliefs.

_____ I understand I may appeal if my services are denied, terminated, suspended, or reduced. I must first follow the Complaint Resolution Process. If I am not satisfied, I can request the Early Learning Coalition of Southwest Florida to review my case. If I am still not satisfied, I can ask the Coalition to provide me a hearing before the Executive Board. I must make a request within 10 days of the last action against me by contacting:

The Early Learning Coalition of Southwest Florida,
5256 Summerlin Blvd., Suite 201, Fort Myers, Florida 33907.
Telephone: (239)-267-4105 FAX: (239) 267-4109

Responsibilities

Parent Responsibilities In Obtaining and Maintaining Child Care Subsidy:

_____ I understand that to accurately determine my eligibility for benefits, I must cooperate with providing all required information and documentation requested by the eligibility counselor. It is also my responsibility to conduct myself in an appropriate and responsible manner while in the agency's offices.

_____ I understand I must report changes affecting my eligibility within 10 days of the change. Changes in address, income, wages, employment status or location, work hours, marital status, household members, family size or child care arrangements must be reported within 10 days of the change. This is very important!

_____ I understand that Parents are required to work a minimum of 25 hours per week to receive full time care for children, or 20 hours a week for Part-time care for children.

_____ I understand that parents and guardians must make required co-payments to the child care provider. I also understand that the provider may charge me for additional costs such as registration, snacks or the difference between the provider's normal rate and the reimbursement rate paid by 4C. I understand it is my responsibility to find out from the provider what additional fees I may be expected to pay.

_____ I understand that my child(ren) is expected to attend the child care program every day. If my child does not attend for five (5) days in a row without an excuse, my child must be dismissed from the child care subsidy program. It is my responsibility to advise the child care program if my child is ill or unable to attend.

Penalties

How Parents Could Lose Their Child Care Subsidy Benefits:

_____ I understand that I can lose or be denied services if I do any of the following:

- Refuse or do not cooperate in providing all the required information and documentation requested by the eligibility counselor.
- Give false, inaccurate or incomplete information.
- Do not report changes to employment, income, household members within 10 days.
- Stop working or going to school for more than 30 days.
- Fail to maintain a minimum for at least 20 hours a week working or attending school.
- Do not make the required daily co-payments to the child care provider.

_____ I understand that if I knowingly give wrong or misleading information or do not promptly report changes in my status, the following may occur:

- I may be prosecuted for fraud pursuant to Chapter 414.39, Florida Statutes.
- I may have to repay the money paid to the child care provider on behalf of my family.
- I may have benefits reduced.
- I may be disqualified from receiving benefits in the future.

_____ I understand that I may not knowingly fail to tell the truth, hide information, pretend to be someone else, withhold information needed about myself, my family or others, for purposes of receiving or increasing child care benefits or other services to which I or my family are not entitled. I also understand that if I knowingly provide false information, omit requested information, sign inaccurate attendance documents or fail to promptly report changes, then I can be required to pay back money paid to others on behalf of my family; and/or I can be denied services and referred to the Florida Department of Law Enforcement, Public Assistance Fraud Division for further investigation per ss.414.39, F.S.

_____ I agree and confirm, by my signature below, that all information contained in this form is complete and truthful to the best of my knowledge. I understand that any misrepresentation or failure to disclose requested information could result in administrative and/or criminal sanctions as described above.

Signature of Parent or Guardian

Signature of Eligibility Specialist

Print Name: _____

Signature _____

Date _____

Date _____