

DEPARTMENT OF CHILDREN AND FAMILIES
DIVISION OF EARLY CARE AND EDUCATION
ADMINISTRATOR'S MEMO SERIES

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X NOTICE DECE 09-01

ISSUE DATE: 08/27/2009
DISPOSAL DATE: 09/30/2010

To: Tribal Child Care Program Directors

From: Dan Harris /s/
Division Administrator

RE: Child Care Administration
2009 – 2010 Allocations

PURPOSE

This memo provides notice of 1) the Child Care Administration and Operations allocations for Tribes for the period of October 1, 2009 through September 30, 2010 and 2) information on the AFSCME family child agreement during the 2009 – 2010 contract period.

BACKGROUND

Wisconsin Statute s. 49.155(3m) limits the Department to issue child care administration allocations to no more than the greatest of the following amounts: five percent (5%) of child care benefits distributed in the current year; five percent (5%) of child care benefits distributed in the immediately preceding year; or twenty thousand dollars (\$20,000). The methodology for determining allocations has changed from previous years. However, no Tribal 2009 - 2010 contract will be lower than their 2008 - 2009 level.

2009 - 2010 Allocations

The funding level for the 2009 - 2010 Child Care Administration and Operations for Tribes is \$199,101. The 2009 – 2010 allocations in the attached chart are the same as for the current contract.

AFSCME/Child Care Providers Together (WCCPT)

Governor Doyle signed Executive Order #172 on October 6, 2006 directing the Department of Health and Family Services and the Department of Workforce Development to Meet and Confer with Family Child Care Providers in order to improve the delivery of quality child care services.

The two departments negotiated an agreement with the Wisconsin Child Care Providers Together, AFSCME Councils 40 and 48, AFL-CIO. The members ratified the agreement and it was signed in July. The new Department of Children and Families is executing the agreement.

The following language from the State/WCCPT has been inserted in your 2009-2010 Child Care Administration contracts, Appendix E:

The Tribe shall perform responsibilities related to the Child Care Programs as specified in this contract, including (but not limited to) following directives in Administrator's Memoranda issued pursuant to Article 3 Sections A, B (6) and (7), C and D and Article 4, Sections 2 and 4 of the Memorandum of Agreement between the Wisconsin Department of Health and Family Services (DHFS), the Wisconsin Department of Workforce Development (DWD) and Wisconsin Child Care Providers Together, American

Federation of State, County and Municipal Employees (AFSCME), Councils 40 and 48, AFL-CIO.

The attachment contains reference materials in the interpretation of these provisions with information to clearly identify what procedures and activities the Tribal agency workers are responsible to provide to family child care providers because of the agreement.

AFSCME REGIONAL REPRESENTATIVES

The following is the contact information for AFSCME Regional Representatives:

Milwaukee:

Pete Swinford

Council 48
3427 W. St. Paul Ave.
Milwaukee, WI 53208
1-414-344-6868 ext 227
petedc48@hotmail.com

Balance of State:

Silke O'Donnell

Oma Vic McMurray

Genniene Lovelace-Michel

Child Care Representatives
AFSCME-CCPT Council 40
8033 Excelsior Dr. Ste. B
Madison, WI 53717
608-836-4040 Ext. 222
608-335-7661 Cell
wiccpt@afscmecouncil40.org

ACTION SUMMARY STATEMENT

Tribal Program Contracts for Child Care Administration and Operations for the period of October 1, 2009 through September 30, 2010 will be issued in September 2009 for the amounts listed on the attached 2009 - 2010 Allocation chart.

CONTACT: Grant and Contract Manager
Gabe Blood, Tribal Contract Manager, Bureau of Early Childhood Education,
(608) 267-2081

Attachment: 2009 Allocations
AFSCME

TRIBAL PROGRAM CONTRACT ALLOCATIONS FOR CHILD CARE ADMINISTRATION AND OPERATIONS
Contract Period –10/1/09-09/30/10

Tribe	Agency No.	2009 – 2010 Contract Issuance (Based on 2008 - 2009 Initial Allocations)
Bad River	CT	\$20,000
Lac Courte Oreilles	3T	20,000
Lac du Flambeau	4T	20,000
Oneida	6T	39,101
Forest Co Potawatomi	7T	20,000
Red Cliff	8T	20,000
Sokaogon	9T	20,000
St. Croix	AT	20,000
Stockbridge Munsee	BT	20,000
Tribal Total		\$199,101

PROCEDURES FOR TRIBAL AGENCY WORKERS

AFSCME Language – Tribal Contract	Explanation
<p>Article 3: Provider Rights</p> <p>The State, the Union and providers will treat each other with fairness, courtesy, dignity, consideration and respect. All licensed, certified and provisionally certified family child care providers have:</p> <p>A. General Provisions</p> <p>1. The right to be treated as professionals, with courtesy, dignity, consideration, and respect.</p>	<p>The State means that agents of state through contractual arrangements will need to follow this provision.</p>
<p>2. The right to conduct their business, free from discrimination based upon their race, color, religion, gender, sexual orientation, national origin, political affiliation, disability, marital status, age, or union affiliation.</p>	<p>The State means that agents of state through contractual arrangements will need to follow this provision.</p>
<p>3. The right to substantially consistent and fair application of the rules among all state regulators.</p>	<p>All State Regulators means that agents of state (tribes) through contractual arrangements will need to follow this provision.</p>
<p>B. Records and Rules</p> <p>6. The right to receive any requests, policy change notifications, or any other written communication from the state in the provider’s primary language, as required by state or federal law.</p>	<p>Any records or rules need to be provided in the provider’s primary language as required by state or federal law. Translation is required if a provider requests it.</p>
<p>7. The right to have access to read, review and make copies, at the provider’s expense, of any information in one’s own provider file, provided that information is not protected by federal or state law.</p>	<p>When a provider requests to read, review and make copies of their provider file, the tribe will need to allow this, at the provider’s expense.</p>
<p>C. Inspections and Investigations</p> <p>8. The right to have due consideration given to the non-interruption of normal child care operations whenever an unannounced visit occurs. Nothing in this provision shall require the state regulator to leave the family child care center once the regulator has arrived for the unannounced visit.</p>	<p>When a tribal child care certifier conducts an unannounced visit to a certified provider, the certifier must allow the provider to give full attention to the children in care (finish meal time, activity that was in process when the certifier arriver, diaper changes, etc) as needed. Note: if violations are documented while the certifier is waiting for the provider’s attention, there is nothing in the agreement that prevents the violations be documented and the certifier from writing a non-compliance statement.</p>
<p>9. The right to be advised as to the type of visit by a state regulator or agent of the state.</p>	<p>The tribal child care certifier will need to advise the provider about the type of visit. When investigating complaints, the certifier may inform the provider about the type of visit at the end of the visit. Note: Most unannounced visits fall under the category of monitoring visits.</p>
<p>10. The right to require state staff and agents of the state to provide photo identification prior to all visits, as well as to leave a business card that includes their contact information.</p>	<p>A child care certifier will need to produce photo identification and leave a business card at visits.</p>
<p>11. The right to be informed of the name and contact information of the regulator’s supervisor and to discuss the regulator’s performance</p>	<p>The tribal child care certifier will need to inform the provider of the supervisors name and contact</p>

	information.
12. The right to have a witness of the provider's choosing present to observe and document any visit, provided the visit starts when the state regulator arrives.	The certifier must give the provider a chance to make a quick phone call to call a witness. Note: if violations are documented during the phone call, there is nothing in the agreement that prevents the certifier from writing a non-compliance statement for those violations. The witness cannot interfere the monitoring of compliance. The witness is there to document and observe.
13. The right to have an exit interview, at the conclusion of a state regulator's or agent of the state's licensing monitoring visit, that communicates in writing any violations noted, and to be informed of any changes to this report in advance of a final written report being sent.	Certifiers who currently complete the non-compliance statement at the site visit are not affected on this clause. Agencies, which choose to send the visit evaluation (noncompliance statement or checklist) after the visit, must change their routine to leave and Exit Interview Confirmation form attached to this memo. Certifiers will be notified once 2-ply copies of this form will be available from the DOA forms warehouse. If there are changes to the documents, the certifier must contact the provider to inform her/him about the changes.
14. The right to receive a written report of the state regulator's findings listing each observed violation and the specific rule violated, within ten (10) business days of the visit; in a complaint investigation, the right to receive such a report within twenty (20) business days of the conclusion of the complaint investigation.	If violations are documented at a site visit, the certifier must send the non-compliance statement within 10 days of the visit. The agreement language also requires every certifying agency to send complaint investigation results to the provider in writing within 20 days of the conclusion of the complaint investigation.
15. The right to technical assistance by the State, if resources so permit, when the provider receives a monitoring visit that identifies violations.	With reference to technical assistance, DWD 55 – certification rules require certifying agencies to help the provider to comply with the rules. If resources permit, the certifier is encouraged to provide technical assistance to the providers. This could be done by referring a provider to various community resources for assistance.
D. Recourse	There is currently no appeal process for the non-compliance statements; however, this agreement allows the provider to respond in writing to a violation.
16. The right to respond in writing within 10 business days to licensing violations noted on the Statement of Noncompliance.	
17. The right to have complaints against a provider investigated and substantiated before any enforcement action is taken, unless the State regulator determines that a summary suspension (per HFS 45.11(10) (a) is required.	If a complaint is filed against a certified provider, the agency may not take enforcement action (sanction) until the complaint has been investigated and substantiated; however, the agency may suspend the provider if serious concerns are present that may jeopardize health, safety and wellbeing of children in care.
18. The right, if the provider is able to demonstrate discrimination or bias, to request and be provided an alternate state regulator one time, so long as staffing levels permit.	If providers are able to demonstrate discrimination or bias, they can request a new child care certifier, if staffing levels permit.

<p>19. The right to have a union representative present, during any meetings or hearings, so long as this does not delay the interaction.</p>	<p>The provider may have a union representative present during any meeting or hearing. If the union representative is present during a monitoring visit, the representative cannot interfere with the activities of the visit.</p>
<p>ARTICLE 4 – UNION RIGHTS Section 2. Participation at Trainings The State shall give the Union advance notification of all trainings and orientation sessions for licensed family child care providers that the State conducts, and shall encourage any entities providing such trainings and orientation sessions under contract with the State to so notify the Union. At trainings offered by the State, the Union will have up to fifteen (15) minutes prior to and following all such trainings and orientation sessions, on a space available basis, to conduct union orientation, hand out information about the union, and sign up family child care providers as members. The State will advise training providers under contract with the State that the Union should be permitted this same opportunity before and after training, space permitting.</p>	<p>The tribes must notify the union of any meetings/trainings that they hold for certified providers. The county must allow a union representative time to conduct union business up to 15 minutes prior to and 15 minutes after the meeting. This does not mean that the union representative will have up to 30 minutes to speak to the training crowd, but only hand out fliers and talk to the training attendees one-on-one prior to and after the meeting.</p>
<p>Section 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 will insert a neutrality clause in all future contracts with all agents</p>	<p>The certifier may not discriminate or favor a provider who is represented by WCCPT.</p>

EXIT INTERVIEW CONFIRMATION

Use of form: If the certification worker will mail the Noncompliance Statement and Correction Plan Compliance Statement to the certified child care operator rather than leave a copy immediately, this form will be provided to the operator or designee at the conclusion of the exit interview. It is intended to communicate in writing, as part of the exit interview, the results of the monitoring visit and is not the final written report. If rule/statute violations were documented, Noncompliance Statement and Correction Plan or Compliance Statement, will be prepared by the certification worker and sent to the operator at a later date.

Instructions: Add the identifying information in Section A. If rule violations are identified, check the box next to all probable rule violation subject areas in Section B and add explanatory comments if needed. If no rule violations are identified, check the box in Section C. Section E must be signed and dated by the certification worker and the certified operator or designee at the conclusion of the exit interview. The certification worker will call the certified child care operator if, after review of the information obtained at the visit, additional violation subsections will be cited.

A. PROVIDER INFORMATION:

Provider Name	Provider Number	Date – Monitoring Visit
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B. RULE VIOLATIONS OBSERVED: One or more probable rule violations may be cited in the subsections checked below. DCF-11548 Noncompliance Statement and Correction Plan will be issued.

1. <input type="checkbox"/> 202.04(1) BASIS FOR CERTIFICATION	9. <input type="checkbox"/> 202.08(8) ACTIVITIES	SCHOOL AGE PROGRAMS	
2. <input type="checkbox"/> 202.04(3) APPLICATION FOR CERTIFICATION	10. <input type="checkbox"/> 202.08(8m) EQUIPMENT	17. <input type="checkbox"/> 202.09(1m) ADMINISTRATION	25. <input type="checkbox"/> 202.09(8) SANITATION
FAMILY/INHOME CERTIFICATION		18. <input type="checkbox"/> 202.09(2) PERSONNEL	26. <input type="checkbox"/> 202.09(9) STAFF INTERACTIONS WITH CHILDREN
3. <input type="checkbox"/> 202.08(1) QUALIFICATIONS OF PROVIDERS	11. <input type="checkbox"/> 202.08(9) TRANSPORTATION	19. <input type="checkbox"/> 202.09(3) ORIENTATION	27. <input type="checkbox"/> 202.09(10) ACTIVITIES AND EQUIPMENT
4. <input type="checkbox"/> 202.08(2) HOME SAFETY	12. <input type="checkbox"/> 202.08(10) MEALS AND SNACKS	20. <input type="checkbox"/> 202.09(4) FACILITY	28. <input type="checkbox"/> 202.09(11) MEALS AND SNACKS
5. <input type="checkbox"/> 202.08(4) CHILD HEALTH CARE	13. <input type="checkbox"/> 202.08(11) REST	21. <input type="checkbox"/> 202.09(5) CHILD HEALTH CARE	29. <input type="checkbox"/> 202.09(12) TRANSPORTATION
6. <input type="checkbox"/> 202.08(5) SUPERVISION	14. <input type="checkbox"/> 202.08(12) PROVIDER AND PARENT COMMUNICATION	22. <input type="checkbox"/> 202.09(6) STAFFING AND GROUPING	30. <input type="checkbox"/> 202.09(13) PARENTS
7. <input type="checkbox"/> 202.08(6) MAXIMUM NUMBER OF CHILDREN	15. <input type="checkbox"/> 202.08(13) DISCRIMINATION PROHIBITED	24. <input type="checkbox"/> 202.09(7) EMERGENCIES	31. <input type="checkbox"/> 202.09(14) INSURANCE
8. <input type="checkbox"/> 202.08(7) PROVIDER INTERACTIONS WITH CHILDREN	16. <input type="checkbox"/> 202.08(14) MANDATORY CHILD ABUSE REPORTING		

Comments (For Certification Agency Use Only):

C. NO RULE VIOLATIONS OBSERVED: No probable rule violations noted in areas reviewed at this visit.

D. DETERMINATION PENDING: Visit for purpose of investigation. Investigation is open, and final determination for probable rule violations is pending at time of exit interview.

E. INTERVIEW CONFIRMATION: Signing below attests that the monitoring visit results have been discussed.

SIGNATURE – Certification Worker	Date Signed	SIGNATURE – Certified Child Care Operator or Designee	Date Signed
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