

STATE BOARD OF EDUCATION
Consent Item
June 17, 2014

SUBJECT: Approval of New Rule 6M-8.500, VPK Specialized Instructional Services: Child Eligibility and Provider Reimbursement

PROPOSED BOARD ACTION

For Approval

AUTHORITY FOR STATE BOARD ACTION

Section 1001.231(2), Florida Statutes

EXECUTIVE SUMMARY

The Office of Early Learning administers federal and state child care funds and partners with 30 local early learning coalitions to deliver comprehensive early learning services statewide. The office oversees three programs—the School Readiness Program, the Voluntary Prekindergarten Education Program, and Child Care Resource and Referral services. The Office of Early Learning is required to submit its rules to the State Board of Education for approval.

The VPK SIS program allows parents of children with disabilities and a current individual educational plan to utilize the child's VPK funding for specialized instructional services as long as those services are consistent with the child's individual educational plan. Services are allowed to be provided by certain professionals described in Section 1002.66, Florida Statutes, plus any others approved by the Department of Education. An early learning coalition is required by statute to reimburse an approved specialized instructional service provider for authorized services, but coalitions are forbidden from exceeding the base student allocation for the VPK program in the General Appropriations Act.

This rule establishes procedures for determining eligibility of students for the VPK SIS program, enrolling the students and paying specialized instructional providers.

Supporting Documentation Included: Proposed Rule 6M-8.500 VPK Specialized Instructional Services: Child Eligibility and Provider Reimbursement; Form OEL-VPK 01S(June 2014); Form OEL-VPK 02S Part A (June 2014); Form OEL-VPK 02S Part B (June 2014); Form OEL-VPK 20S (June 2014); Sections 1001.231(2), 1002.53(2), (3)(d), (4)(b), 1002.66, 1002.71(4), 1002.72, 1002.75(2), Florida Statutes

Facilitator: Shan Goff, Executive Director, Office of Early Learning

6M-8.500 VPK Specialized Instructional Services: Child Eligibility and Provider Reimbursement

(1) General Eligibility. A parent with a four-year-old child who meets the Voluntary Prekindergarten Program eligibility requirements described in rule 6M-8.200, F.A.C., and has a disability and a current individual educational plan (IEP) developed by the local school board may enroll the child in either a standard (school-year or summer) Voluntary Prekindergarten Education (VPK) Program or in a VPK specialized instructional services program type. Parents may enroll a child in only one program type; a child may not be enrolled in a school-year or summer program type and the VPK specialized instructional services program type at the same time.

(2) Child Eligibility.

(a) In order to register a child for the VPK specialized instructional services (SIS) program type, a parent must do all of the following:

- i. Register the child in accordance with the requirements of rule 6M-8.201, F.A.C.;
- ii. Submit to the early learning coalition a completed and signed Specialized Instructional Services Supplemental Student Application, Form OEL-VPK 01S, dated June 2014, which is hereby incorporated by reference and may be obtained as described in Rule 6M-8.900, F.A.C.; and
- iii. Submit to the early learning coalition a copy of the child's current IEP developed by the local school board.

(b) Upon receipt of the required registration documentation from a parent registering his or her child for the VPK SIS program type, a coalition shall first determine the child's eligibility for the VPK program under rule 6M-8.201, F.A.C. A coalition shall then determine the child's eligibility for the SIS program by reviewing the completed and signed Form OEL-VPK 01S, dated June 2014, and attached copy of the child's current IEP. A child shall be determined eligible for the VPK SIS program type by an early learning coalition if:

- i. The Form OEL-VPK 01S is completed with accurate information as certified by the parent;
- ii. The parent has selected a type or types of SIS in item 6. of Form OEL-VPK 01S which are consistent with the child's IEP; and
- iii. The IEP submitted by the parent is dated within the last year.

(c) Upon determining that a child is eligible to participate in a VPK SIS program type, the appropriate coalition staff shall complete the "Early Learning Coalition Use Only" section of Form OEL-VPK 01S, as indicated in grey to document the child's eligibility. Additionally, the coalition shall complete sections I. and II. in Part A and items 1. through 8. in Part B of Form OEL-VPK 02S, dated June 2014. Form OEL-VPK 02S, Part A, dated June 2014 and Form OEL-VPK 02S, Part B, dated June 2014, are both hereby incorporated by reference and may be obtained as described in Rule 6M-8.900, F.A.C. The coalition shall provide a copy of the forms referenced in this paragraph, with the appropriate sections completed, to the child's parent.

(3) Provider Selection.

(a) The parent shall select a SIS provider or providers which offer services consistent with the student's current IEP from providers approved by the DOE under rule 6A-6.03033, F.A.C., to offer SIS in the coalition service area. Services consistent with the student's current IEP may include, but are not limited to:

- i. Applied behavior analysis as defined in ss. 627.6686 and 641.31098, F.S.
- ii. Speech-language pathology as defined in s. 468.1125, F.S.

iii. Occupational therapy as defined in s. 468.203, F.S.

iv. Physical therapy as defined in s. 486.021, F.S.

v. Listening and spoken language specialists and an appropriate acoustical environment for a child who is deaf or hard of hearing who has received an implant or assistive hearing device.

(b) If the parent selects multiple providers from more than one coalition service area, the coalitions may enter into an interagency agreement regarding the payment of the providers.

(4) Student Enrollment.

(a) After a parent has chosen a SIS provider, the parent shall work with the selected SIS provider to complete section III. of Form OEL-VPK 02S, Part A. If a parent selects multiple SIS providers, the coalition shall provide the parent an OEL-VPK 02S, Part A form to complete with each selected SIS provider.

(b) Each SIS provider shall have an authorized representative complete, sign and date the “Voluntary Prekindergarten Education Program Specialized Instructional Services Provider Agreement” (Form OEL-VPK 20S) where indicated and submit the completed form, along with the completed Form OEL-VPK 02S, Part A, to the early learning coalition. Form OEL-VPK 20S, dated June 2014, is hereby incorporated by reference and may be obtained as described in Rule 6M-8.900, F.A.C. A SIS provider must receive a fully executed copy of Form OEL-VPK 20S from the coalition prior to rendering VPK SIS to any student.

(c) SIS providers which do not submit a completed Form OEL-VPK 02S, Part A, for a student and a completed Form OEL-VPK 20S shall not be eligible to receive reimbursement.

(5) Scheduling Services.

(a) The parent of a student shall schedule all SIS using Form OEL-VPK 02S, Part B, dated June 2014. The parent shall work with each selected SIS provider to complete the form, which must include all scheduled services from all selected SIS providers. If additional space is required to list all scheduled services, the parent may attach additional copies of Form OEL-VPK 02S, Part B.

(b) After scheduling all SIS on Form OEL-VPK 02S, Part B, the parent shall submit the completed form to the early learning coalition for review at least 10 business days prior to the first appointment scheduled.

(c) Within 5 business days of receipt, the early learning coalition shall review the Form OEL-VPK 02S, Part B, to determine whether projected reimbursement for the scheduled services exceed the student’s available VPK funding, and to return a copy of the form to the parent and each selected SIS provider.

(d) If the scheduled services would exceed the student’s available VPK funding, the coalition shall not authorize payment for that service, shall strike through that service on the Form OEL-VPK 02S, Part B, and include a comment on the form that full payment for the service is not authorized. The provider and the parent may still contract for the stricken services, but the coalition will not reimburse the provider in an amount greater than that approved on the Form OEL-VPK 02S, Part B.

(e) If the parent wishes to add appointments to an existing Form OEL-VPK 02S, Part B, which has already been reviewed by the early learning coalition, the parent shall coordinate with the applicable SIS provider to schedule additional services, which shall be added to the existing form. The parent shall resubmit the revised Form OEL-VPK

02S, Part B, to the coalition for review. The resubmittal and review process shall follow the process detailed in subparagraphs (5)(b) – (c) above.

(f) Services not identified on the Form OEL-VPK 02S, Part B, as reviewed and authorized by the early learning coalition shall not be reimbursed.

(6) Determining Student's Available Funding Amount

(a) New enrollment. The cumulative total of services reimbursed for a child may not exceed the amount of the full-time equivalent (FTE) student established for each county in accordance with s. 1002.71(3), F.S. In the absence of a specific base student allocation for VPK SIS:

i. The VPK school-year FTE allocation shall be used for students whose parents select the school-year option in Item 8 of the completed Form OEL-VPK 02S, Part B. Services received under this allocation must occur between 14 calendar days before Labor Day and June 30th of the year the child is eligible for VPK.

ii. The VPK summer FTE allocation shall be used for students whose parents select the summer option in Item 8 of the completed Form OEL-VPK 02S, Part B. Services received under this allocation must occur between May 1 and 15 calendar days before Labor Day of the year the child is eligible for kindergarten.

(b) Reenrollment for good cause. Notwithstanding the funding described in (a) above, if a student is reenrolled for good cause under rule 6M-8.210, F.A.C., into the SIS program type from a school-year or summer program type, the funding available to the student shall be equal to the student's FTE allocation for the program type in which the student was previously enrolled, minus any amount previously paid for such services rendered to the student.

(7) Provider Payment.

(a) To receive reimbursement for services rendered, a SIS provider shall obtain the parent's initials and date on Form OEL-VPK 02S, Part B, certifying that services were rendered. Within 30 calendar days of providing services, the SIS provider shall submit the Form OEL-VPK 02S, Part B, with the parent's certification to the coalition as an invoice or as an attachment to an invoice for reimbursement.

(b) A coalition shall reimburse SIS providers for SIS rendered to an eligible student as certified by the parent on the Form OEL-VPK 02S, Part B. The coalition shall not reimburse a SIS provider for costs other than specialized instruction, for example missed appointments, late fees, or interest. However, a SIS provider must provide the parent with its policy for missed appointments, including late arrivals, in writing and may then follow its normal business practices regarding charges for missed appointments or late arrivals. A coalition shall reimburse the SIS provider in the calendar month following the month in which an invoice for reimbursement is received by the coalition.

(c) SIS providers shall not invoice coalitions for services which have been paid for by other sources. If an SIS provider retains SIS funds for services paid for by other sources, the provider shall be subject to any available penalty at law, which may include, but is not limited to, referral for fraud investigation.

(d) An early learning coalition's total payment on behalf of a student enrolled under this rule shall not exceed the student's FTE established in accordance with s. 1002.71(3). If the student receives services through multiple SIS providers, the funding shall be distributed to the SIS providers in accordance with the schedule of services established on the Form OEL-VPK 02S, Part B. In accordance with paragraph (5)(d) above, if the cost of services

rendered to a student exceeds the amount of funding available through the VPK program, those services shall not be part of the VPK program.

(8) Reenrollment. Being enrolled under this rule constitutes an enrollment for the purposes of rule 6M-8.201, F.A.C. Changing a student's enrollment between a standard VPK-program type (school-year or summer) and the VPK specialized instructional services program type constitutes a reenrollment for the purposes of rule 6M-8.210, F.A.C. However, changing SIS providers while enrolled in the specialized instructional services program type does not constitute a reenrollment under rule 6M-8.210, F.A.C. To re-enroll a student, the parent must comply with the terms of rule 6M-8.210, F.A.C.

Rulemaking Authority 1001.213(2), 1002.79, F.S. Law Implemented 1002.53(2), (3)(d), (4)(b), 1002.66, 1002.71(4), 1002.72, 1002.75(2), F.S. History—New



**STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
SPECIALIZED INSTRUCTIONAL SERVICES
SUPPLEMENTAL STUDENT APPLICATION.**

Note: This form should be completed together with Form OEL-VPK 01, Part A, only if:

- Your child has a documented disability.
- Your child has a current individual education plan (IEP).
- You wish to have your child receive specialized instructional services instead of the school-year or summer Voluntary Prekindergarten (VPK) Education program.

You must submit a copy of your child's current IEP, and a completed Form OEL-VPK 01, Part A, to the early learning coalition with this form.

1. Student Name:	2. Student Date of Birth:
3. Parent Name:	4. Phone Number:
5. Date of IEP:	
6. Select one or more of the following specialized instructional services. Your choices should match the goals on your child's IEP. <input type="checkbox"/> Applied behavior analysis. <input type="checkbox"/> Speech-language pathology. <input type="checkbox"/> Occupational therapy. <input type="checkbox"/> Physical therapy. <input type="checkbox"/> Listening and spoken language specialist for a deaf or hard of hearing child. <input type="checkbox"/> Other consistent with the student's IEP. (Describe other) _____	
7. If you want services between 14 calendar days before Labor Day and June 30 of the next year, the coalition will reimburse the provider no more than the amount allowed for a full-time VPK student during the school year. If you want services between May 1 and 15 calendar days before Labor Day, the coalition will reimburse the provider no more than the amount allowed for a full-time VPK student during the summer program. These maximum reimbursements are set by state law. Choose one: <input type="checkbox"/> School-year. <input type="checkbox"/> Summer.	

CERTIFICATION.	
By signing this document, I certify the following:	
I understand this supplemental application and, to the best of my knowledge and belief, the information I provided is true and correct. If I enroll my student in the VPK specialized instructional services program, I understand that he or she may not be eligible for any other state-funded VPK services. I understand that total payment made on behalf of my child shall not exceed the amount for full-time VPK instruction established by s. 1002.71(3), Florida Statutes. I understand it is my responsibility to be aware of the amount of funding available to my child and understand that I will be responsible for the cost of any services my child receives which exceeds the total available amount of funding. I recognize that if I have provided inaccurate information on this form, I may be required to reimburse the Specialized Instructional Services provider or early learning coalition for overpayments.	
8. Parent Signature. <input type="checkbox"/> By Electronic Signature.	9. Date:

VERIFICATION BY EARLY LEARNING COALITION (Early learning coalition use only).	
10. Process Agent. <input type="checkbox"/> By Electronic Signature. Date:	11. Process Manager. <input type="checkbox"/> By Electronic Signature. Date:
These items have been verified in the review of this application:	Comments:
Form OEL-VPK 01, Part A. <input type="checkbox"/> DOB Verification <input type="checkbox"/> Residency <input type="checkbox"/> Parent Signature Form OEL-VPK 01S. <input type="checkbox"/> Student's IEP <input type="checkbox"/> Parent Signature <input type="checkbox"/> Child Eligibility	



**STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
SPECIALIZED INSTRUCTIONAL SERVICES
CERTIFICATE OF ELIGIBILITY.**

I. EARLY LEARNING COALITION CONTACT INFORMATION. (Completed by early learning coalition). Type or print in black or blue ink.

1. Coalition Name:		2. Address:	
3. Telephone Number:		4. Fax Number:	
5. Point of Contact (Optional):		6. Email Address (Optional):	
7. Website to access Form OEL-VPK 20S (Specialized Instructional Services Provider Agreement):			

II. CERTIFICATE OF CHILD ELIGIBILITY. (Issued by early learning coalition).

8. Student's Full Name:		9. Student Date of Birth:	10. Student ID, if available:
11. VPK Program Year:	12. Certificate Number:	13. Certificate Issue Date:	14. Enrollment: <input type="checkbox"/> New Enrollment. <input type="checkbox"/> Re-enrollment. <input type="checkbox"/> Good Cause Exemption.

III. ADMISSION BY SPECIALIZED INSTRUCTIONAL SERVICES (SIS) PROVIDER. (Jointly prepared by provider AND parent).

The provider must visit the website listed in Item 7 to obtain a copy of the VPK Specialized Instructional Services Program Provider Agreement (SIS Agreement). A SIS agreement must be signed by an authorized representative and returned to the early learning coalition (Item 1) before serving children through the SIS program. The provider is only required to sign one SIS agreement per program year.

15. Name of SIS Provider :		16. Daytime Telephone:	17. Fax:
18. Address of SIS Provider:		19. Service Provided ¹ :	20. Employer Identification Number ² :
21. Signature of SIS Provider Representative:	22. Date:	23. Parent Signature:	24. Date:

IV. ENROLLMENT SUBMISSION AND CONFIRMATION. (Submitted by SIS provider).

After completing Section III above, the SIS provider must contact the early learning coalition identified in Section I to get a confirmation number. The confirmation number authorizes the early learning coalition to make payments for the VPK Specialized Instructional Services Program. The coalition will issue a confirmation number that allows payments to be made on behalf of the student and confirms that the parent has chosen the provider as the student's SIS provider.

IS THE CONFIRMATION NUMBER.

¹ **Type of Service. Enter one of the following codes:**

ABA (Applied Behavior Analysis).	OT (Occupational Therapy).	LS (Listening and Spoken Language Specialist).
SP (Speech-language Pathology).	PT (Physical therapy).	Other (Other, consistent with the student's IEP).

² **PRIVACY ACT STATEMENT:**

Sections 119.071(5)(a)2. and 119.092, F.S. request your employer identification number (EIN) or social security number (SSN) for use in the records and data systems of the Office of Early Learning and early learning coalitions. You must submit your EIN or SSN on this form. The coalition will use your EIN or SSN for processing payments to you as a VPK provider or school, for reporting those payments for federal tax purposes and for routine identification of your provider or school.



**STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
SPECIALIZED INSTRUCTIONAL SERVICES
SCHEDULE OF SERVICES**

Items 1 – 8 are completed by the early learning coalition:

- Item 1. Student's Name.** – Enter the student's full name.
- Item 2. Student's Date of Birth.** – Enter the student's date of birth.
- Item 3. Student's ID.** – Enter the last four digits of the student's identification number.
- Item 4. VPK Program Year.** – Enter the VPK SIS program year for which the student is eligible to receive specialized instructional services. And enter if the parent has selected the school-year or summer VPK SIS program. *Services may not begin prior to a signed VPK SIS Agreement between the SIS Provider and the local early learning coalition (ELC).*

- Item 5. Parent's Name.** – Enter the student's parent's name.
- Item 6. Phone Number.** – Enter the primary phone number for the parent.
- Item 7. Date of IEP.** – Enter the date of the student's current individual education plan.
- Item 8. Student's Total Available Funding.** – Enter the remaining full-time equivalent (FTE) allocation for the VPK program type in which the student will receive services.

Items 9 – 11 are completed by the parent and SIS provider:

- Item 9. SIS Provider Name.** – Enter the name of the SIS provider (organization and individual names) who will provide specialized instructional services to the student.
- Item 10. SIS Appointment Date & Time.** – Enter the date and time of the scheduled appointment when the specialized instructional service will be rendered to the student.
- Item 11. Cost for Service.** – Enter the cost charged by the SIS provider for the scheduled appointment, not to include any charges to be paid for by a funding source other than the early learning coalition (e.g., insurance).

Item 12 is completed by the early learning coalition:

Item 12. Reviewed By & Date (ELC use only). – The early learning coalition staff is to review all scheduled service dates and cost for services to ensure that the total does not exceed the amount listed in item 8. The early learning coalition staff must indicate its review by initialing and entering the date of the review (*item 12*). If the total amount of the cost for services exceeds the student's funding amount (*item 8*), the early learning coalition staff shall strike through the service to indicate that full payment is not authorized. The ELC shall also enter a comment on the appropriate line (*item 17*), indicating that full payment for that service is not authorized and that the parent will be responsible for the unreimbursed cost of the service if it is provided.

Items 13 – 14 are completed by the parent:

Items 13 – 14. Parent's Initials and Date SIS Received. -- The student's parent is to initial on the appropriate line (*Item 13*) and enter the date (*item 14*) at the time specialized instructional services are rendered to the student. This verifies that the student did not miss the scheduled appointment and that services were rendered by the SIS provider on that date and time.

Items 15 – 17 are completed by the early learning coalition:

- Item 15. Remaining Funding.** – Enter the amount of the student's funding that is remaining after a payment has been made to the SIS provider.
- Item 16. Payment Date.** – Enter the date the payment has been made to the SIS provider for services rendered.
- Item 17. Comment.** – Enter any comments the coalition may have based on initial or subsequent review of the SIS appointment date and time (*item 11*), cost for service (*item 11*), remaining funding (*item 15*), payment date or lack of authorization for full payment for services.

**STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
SPECIALIZED INSTRUCTIONAL SERVICES
SCHEDULE OF SERVICES**

Note: The parent of a student enrolled in the Specialized Instructional Services (SIS) program type must complete this form with all selected specialized instructional services providers. This form serves as the schedule of services and as the invoice for services which must be submitted by an SIS provider for reimbursement.

1. Student Name:	2. Student Date of Birth (mm/dd/yyyy):	3. Student ID:	4. VPK Program Year and Type:
5. Parent Name:	6. Phone Number:	7. Date of IEP (mm/dd/yyyy):	8. Student Total Available Funding: \$ _____

By completing this form and initialing in item 13, the parent acknowledges that the student whose name appears in item 1 received SIS services on the days indicated, certifies that he/she continues to choose the identified SIS provider(s) to deliver the program, and directs that program funds be paid to the SIS provider(s) for the student. The parent also understands that the total VPK payment made on behalf of the student shall not exceed the full-time equivalent funding amount established for VPK students annually through the General Appropriations Act. The parent understands that it is his/her responsibility to be aware of the amount of funding available and understands that he/she will be responsible for the cost of any services which exceeds the total available amount of funding.

<i>The parent and SIS provider must collaborate to complete this section (items 9 - 11). The parent must then submit this completed document to the early learning coalition prior to the SIS provider offering and the student receiving services.</i>			ELC Use Only: <i>Complete upon initial review of form.</i>	<i>The parent must initial and date this section on the date services are received. The SIS provider must submit a copy of this initialed and dated form to the ELC as an invoice.</i>		ELC Use Only: <i>Complete upon receipt of initialed and dated form submitted by SIS provider for invoicing purposes.</i>		
			9. SIS Provider Name (Organization and Individual)			10. SIS Appointment Date (mm/dd/yyyy) & Time	11. Cost for Service	12. Reviewed By & Date (mm/dd/yyyy)
		\$				\$		
		\$				\$		
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STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
SPECIALIZED INSTRUCTIONAL SERVICES PROVIDER
AGREEMENT

By executing this document, the Specialized Instructional Services (SIS) Provider identified on this form agrees to the following terms and conditions:

I. GENERAL

1. This document serves as an agreement between the Early Learning Coalition of _____ (COALITION) and _____ (hereinafter referred to as the "SIS Provider"), with its principal office located at _____ to offer Voluntary Prekindergarten Program specialized instructional services under 6M-8.500, F.A.C.
2. This Agreement applies to the 20____ - 20____ VPK SIS program year. For a student using the VPK school-year full-time equivalent (FTE) allocation, the VPK SIS program begins no earlier than 14 calendar days before Labor Day of 20____ and ends on June 30th. For a student using the VPK summer FTE allocation, the VPK SIS program begins no earlier than May 1st of 20____ and ends 15 calendar days before Labor Day of the year the child is eligible for kindergarten. Additionally the SIS Provider may only deliver services to VPK SIS Program students after this Agreement is signed by both parties, and during the periods above based on the student's enrollment in either school-year or summer VPK SIS.
3. This Agreement binds the successors, assigns, and legal representatives of the SIS Provider and of any legal entity that succeeds to the obligations of the State of Florida, the Office of Early Learning, or COALITION. If the ownership or corporate structure of the SIS Provider changes, the SIS Provider must notify COALITION 14 calendar days before the change so that COALITION may obtain the appropriate forms and information.

II. INVOICING AND PAYMENT

4. The SIS Provider understands that a student enrolled in this program may only be funded up to the amount allowed for a FTE student in accordance with section 1002.71, Florida Statutes. The SIS Provider also understands that a student may be receiving services from multiple SIS Providers or may have a good cause reenrollment from a school-year or summer VPK program type, and that the total combined payment to those SIS providers may not exceed one FTE allocation. If the total value of services provided in accordance with the schedule established on Form OEL-VPK 02S, Part B, exceeds the student's FTE funding amount, the SIS Provider may attempt to collect any excess amount directly from the student's parent.
5. The SIS Provider must maintain the Florida Department of Education's approval under rule 6A-6.03033, F.A.C., to receive reimbursement for provision of services to students enrolled in this Program.
6. The SIS Provider agrees that services rendered to students enrolled in this Program must be offered in accordance with a student's individual education plan (IEP) created by a local school board.

- 7.** The SIS Provider understands that COALITION will only reimburse the SIS Provider under this agreement for services actually rendered to SIS Program students in accordance with COALITION schedules established on Form OEL-VPK 02S, Part B.-COALITION will not reimburse the SIS Provider for missed appointments, late fees or interest. Prior to assessing a parent any fees related to SIS services, the SIS Provider must give the parent a copy of its billing policy in writing and maintain a copy of the billing policy which has been signed and dated by the parent.
- 8.** The SIS Provider agrees to require that the parent of each student in the VPK program verify for each service rendered, the student's attendance by initialing and providing the date each time the student receives the service on the Form OEL-VPK 02S, Part B, in accordance with the requirements of section 1002.71(6)(b)2., Florida Statutes. The SIS Provider agrees to maintain a copy of the Form OEL-VPK 02S, Part B, which has been initialed by a parent for each student admitted into the SIS Provider's VPK program in accordance with the rules of the Office of Early Learning.
- 9.** The SIS Provider understands that it shall not invoice COALITION for services rendered which are paid or reimbursed through other funding sources.
- 10.** The SIS Provider agrees that it must submit this signed document prior to rendering VPK Specialized Instructional Services to any SIS Program student. The SIS Provider understands that it will not receive reimbursement for services rendered to a student if the SIS Provider does not provide this signed document to COALITION prior to serving student and if SIS Provider is not in receipt of COALITION-signed document prior to service provision.
- 11.** The SIS Provider agrees that it must submit the Form OEL-VPK 02S, Part B, as an invoice for reimbursement to the COALITION within 30 calendar days after services are rendered. The Form OEL-VPK 02S, Part B, must be initialed and dated by the student's parent verifying the provision of services.
- 12.** The SIS Provider agrees not to charge more for services rendered to students participating in this Program than similar services rendered to children who are not participating in this Program. COALITION may withhold reimbursement for services rendered if SIS Provider charges more for services to students participating in this Program than similar services rendered to children who are not participating in this Program.
- 13.** The SIS Provider understands that payment will be reimbursed in the calendar month following the month for which an invoice for reimbursement is received by COALITION.
- 14.** The SIS Provider may contact COALITION to be informed of the remaining funding available for any SIS Program student.

III. NONDISCRIMINATION AND PARENT PAYMENT

- 15.** The SIS Provider agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, the SIS Provider may not discriminate against any parent or child, including the refusal to admit a child to a VPK program, on the basis of race, color or national origin.
- 16.** The SIS Provider agrees that the SIS Provider may not require payment of a fee or charge for services provided for a student in the VPK program during the scheduled appointment times reported for funding, if it has been reimbursed by COALITION. The SIS Provider may not require a fee or payment as a condition of enrollment or participation in the VPK program.
- 17.** The SIS Provider agrees that the SIS Provider may not require a student to enroll for, or require the payment of any fee or charge for, supplemental services as a condition of admitting the student in the VPK program.

IV. MAINTENANCE OF RECORDS, DATA AND CONFIDENTIALITY

- 18.** PROVIDER agrees to protect the confidentiality of child and family information. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.
- 19.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK student, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
- 20.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 19, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 19 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

V. COMPLIANCE VERIFICATION

- 21.** The SIS Provider must permit COALITION, COALITION's representative or agent, or the Office of Early Learning, during normal business hours, to enter the SIS Provider's program site(s) to verify the SIS Provider's compliance with the requirements of the VPK program. This paragraph does not convey authority to COALITION, COALITION's representative or agent, or the Office of Early Learning to enforce licensing requirements established by the Florida Department of Children and Family Services, accreditation requirements established by the SIS Provider or accrediting organization, or impose any requirement beyond the requirements of statute, rule and this Agreement.

VI. TERMINATION AND NONCOMPLIANCE

- 22.** The SIS Provider and COALITION may mutually agree to terminate this Agreement or the SIS Provider may unilaterally terminate this Agreement for any reason if the SIS Provider has notified COALITION at least 14 calendar days before the SIS Provider terminates this Agreement so that COALITION can make arrangements for uninterrupted services for students admitted in the SIS Provider program type. The SIS Provider must, at least seven (7) calendar days prior to ceasing SIS Provider program type services, notify the parent of each student of the date on which the SIS Provider will cease to offer such services.
- 23.** Any obligation for payment under this Agreement is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Agreement are unavailable, COALITION shall terminate this Agreement after providing written notice, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 24 hours before termination of this Agreement. In the event of termination of this Agreement under this paragraph, the SIS Provider shall be paid in accordance with rule 6M-8.204, F.A.C., for the specialized instructional services completed prior to termination of the Agreement.
- 24.** The SIS Provider agrees that COALITION may require corrective action, withhold funds or terminate this Agreement if PROVIDER fails to comply with the requirements of section 1002.66, F.S., rule 6M-8.500, F.A.C., any statute, or rule specified in this Agreement or which expressly addresses the SIS Provider program type, or any term of this Agreement.
- 25.** COALITION must notify the SIS Provider in writing, of the failure to comply with the requirements of statute, rule or this Agreement prior to requiring corrective action. The notice shall state the manner in which the SIS Provider failed to comply with statute, rule or this Agreement, and state a date by which the corrective action must be completed. COALITION may temporarily withhold funds until the SIS Provider completes the corrective action. If the SIS Provider fails to complete the corrective action, COALITION may permanently withhold funds for the period the SIS Provider was not in compliance after notifying the SIS Provider in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before the funds are permanently withheld. Actions taken under this paragraph are subject to dispute resolution as described in this Agreement.
- 26.** COALITION may terminate this Agreement if the SIS Provider fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of the SIS Provider substantially impair the provision of VPK instruction. COALITION shall notify the SIS

Provider in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before terminating this Agreement under this paragraph. The SIS Provider shall be entitled to request dispute resolution, as described in this Agreement, regarding notice of termination, during the time period following receipt of notice and prior to termination of this Agreement. Engaging in the dispute resolution process tolls the termination of this Agreement under this paragraph.

27. Notwithstanding any other provision of this Agreement, COALITION may immediately terminate this Agreement upon revocation/termination of the SIS Provider's licensure or certification or failure to retain SIS Provider status under rule 6A-6.03033, F.A.C. COALITION may also immediately terminate this Agreement upon a determination by the Florida Department of Children and Family Services that the health and safety of students admitted to the SIS Provider's VPK Program is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

VII. DISPUTE RESOLUTION

28. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Agreement. Reviews will be conducted in accordance with Exhibit 1, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Agreement is being examined.

VIII. SEVERABILITY

29. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

IX. AMENDMENTS

30. An amendment, attachment or exhibit may not be made a part of this Agreement.

X. EXECUTION OF AGREEMENT

The SIS Provider and COALITION have caused this Agreement to be executed:

<input type="checkbox"/> By Electronic Signature <hr/> Signature of Authorized Coalition Representative <hr/> Date <hr/> Print Name and Title	<input type="checkbox"/> By Electronic Signature <hr/> Signature of Authorized SIS Provider Representative <hr/> Date <hr/> Print Name and Title
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Exhibit 1: Due Process Procedures

Provider Name: _____

1. Purpose of Exhibit. Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the Coalition pursuant to the terms of the Voluntary Prekindergarten Education Program Specialized Instructional Services Provider Agreement, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of three members of the Coalition Board including:

i. The member seated as a representative of private for-profit child care providers, including private for-profit family day care homes;

ii. The member seated as a representative of faith-based child care providers; and

iii. The member seated as a Department of Children and Family Services circuit administrator or his or her designee who is authorized to make decisions on behalf of the department.

If there is no person holding the identified seat, or a member of the review committee has an appeal before the board, or any member above cannot attend a date set for a review hearing, then the Coalition Chairman may appoint a private sector business member of the Coalition Board to fill the position for the scheduled Review Hearing.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Conclusion. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must

specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

- i.** That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.
- ii.** That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:
 - A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);
 - B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

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1001.213 Office of Early Learning.—

There is created within the Office of Independent Education and Parental Choice the Office of Early Learning, as required under s. [20.15](#), which shall be administered by an executive director. The office shall be fully accountable to the Commissioner of Education but shall:

(1) Independently exercise all powers, duties, and functions prescribed by law and shall not be construed as part of the K-20 education system.

(2) Adopt rules for the establishment and operation of the school readiness program and the Voluntary Prekindergarten Education Program. The office shall submit the rules to the State Board of Education for approval or disapproval. If the state board does not act on a rule within 60 days after receipt, the rule shall be filed immediately with the Department of State.

(3) In compliance with part VI of chapter 1002 and its powers and duties under s. [1002.82](#), administer the school readiness program at the state level for the state's eligible population described in s. [1002.87](#) and provide guidance to early learning coalitions in the implementation of the program.

(4) In compliance with parts V and VI of chapter 1002 and its powers and duties under s. [1002.75](#), administer the Voluntary Prekindergarten Education Program at the state level.

(5) Administer the operational requirements of the child care resource and referral network at the state level.

(6) Keep administrative staff to the minimum necessary to administer the duties of the office.
History.—s. 1, ch. 2013-252.

1002.53 Voluntary Prekindergarten Education Program; eligibility and enrollment.—

(1) The Voluntary Prekindergarten Education Program is created and shall be organized, designed, and delivered in accordance with s. 1(b) and (c), Art. IX of the State Constitution.

(2) Each child who resides in this state who will have attained the age of 4 years on or before September 1 of the school year is eligible for the Voluntary Prekindergarten Education Program during that school year. The child remains eligible until the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. [1003.21\(1\)\(a\)2.](#) or until the child is admitted to kindergarten, whichever occurs first.

(3) The parent of each child eligible under subsection (2) may enroll the child in one of the following programs:

(a) A school-year prekindergarten program delivered by a private prekindergarten provider under s. [1002.55](#);

(b) A summer prekindergarten program delivered by a public school or private prekindergarten provider under s. [1002.61](#);

(c) A school-year prekindergarten program delivered by a public school; or

(d) A specialized instructional services program for children who have disabilities, if the child has been evaluated and determined as eligible, has a current individual educational plan developed by the local school board, and is eligible for the program under s. [1002.66](#).

Except as provided in s. [1002.71\(4\)](#), a child may not enroll in more than one of these programs.

(4)(a) Each parent enrolling a child in the Voluntary Prekindergarten Education Program must complete and submit an application to the early learning coalition through the single point of entry established under s. [1002.82](#).

(b) The application must be submitted on forms prescribed by the Office of Early Learning and must be accompanied by a certified copy of the child's birth certificate. The forms must include a certification, in substantially the form provided in s. [1002.71\(6\)\(b\)2.](#), that the parent chooses the private prekindergarten provider or public school in accordance with this section and directs that payments for

the program be made to the provider or school. The Office of Early Learning may authorize alternative methods for submitting proof of the child's age in lieu of a certified copy of the child's birth certificate.

(c) Each early learning coalition shall coordinate with each of the school districts within the coalition's county or multicounty region in the development of procedures for enrolling children in prekindergarten programs delivered by public schools.

(5) The early learning coalition shall provide each parent enrolling a child in the Voluntary Prekindergarten Education Program with a profile of every private prekindergarten provider and public school delivering the program within the county where the child is being enrolled. The profiles shall be provided to parents in a format prescribed by the Office of Early Learning. The profiles must include, at a minimum, the following information about each provider and school:

(a) The provider's or school's services, curriculum, instructor credentials, and instructor-to-student ratio; and

(b) The provider's or school's kindergarten readiness rate calculated in accordance with s. [1002.69](#), based upon the most recent available results of the statewide kindergarten screening.

(6)(a) A parent may enroll his or her child with any private prekindergarten provider that is eligible to deliver the Voluntary Prekindergarten Education Program under this part; however, the provider may determine whether to admit any child. An early learning coalition may not limit the number of students admitted by any private prekindergarten provider for enrollment in the program. However, this paragraph does not authorize an early learning coalition to allow a provider to exceed any staff-to-children ratio, square footage per child, or other requirement imposed under ss. [402.301-402.319](#) as a result of admissions in the prekindergarten program.

(b) A parent may enroll his or her child with any public school within the school district which is eligible to deliver the Voluntary Prekindergarten Education Program under this part, subject to available space. Each school district may limit the number of students admitted by any public school for enrollment in the school-year program; however, the school district must provide for the admission of every eligible child within the district whose parent enrolls the child in a summer prekindergarten program delivered by a public school under s. [1002.61](#).

(c) Each private prekindergarten provider and public school must comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether the provider or school receives federal financial assistance. A private prekindergarten provider or public school may not discriminate against a parent or child, including the refusal to admit a child for enrollment in the Voluntary Prekindergarten Education Program, in violation of these antidiscrimination requirements.

History.—s. 1, ch. 2004-484; s. 4, ch. 2009-3; s. 26, ch. 2010-210; s. 3, ch. 2010-227; s. 449, ch. 2011-142; s. 3, ch. 2013-252.

1002.66 Specialized instructional services for children with disabilities.—

(1) A child who has a disability and enrolls with the early learning coalition under s. [1002.53](#)(3)(d) is eligible for specialized instructional services if:

(a) The child is eligible for the Voluntary Prekindergarten Education Program under s. [1002.53](#); and

(b) A current individual educational plan has been developed for the child by the local school board in accordance with rules of the State Board of Education.

(2) The parent of a child who is eligible for the prekindergarten program for children with disabilities may select one or more specialized instructional services that are consistent with the child's individual educational plan. These specialized instructional services may include, but are not limited to:

(a) Applied behavior analysis as defined in ss. [627.6686](#) and [641.31098](#).

(b) Speech-language pathology as defined in s. [468.1125](#).

(c) Occupational therapy as defined in s. [468.203](#).

(d) Physical therapy as defined is s. [486.021](#).

(e) Listening and spoken language specialists and an appropriate acoustical environment for a child who is deaf or hard of hearing who has received an implant or assistive hearing device.

(3) The specialized instructional services provided for a child under this section must be delivered according to professionally accepted standards; must be in accordance with the performance standards adopted by the department under s. [1002.67](#); and must address the age-appropriate progress of the child in the development of the capabilities, capacities, and skills required under s. 1(b), Art. IX of the State Constitution.

(4) The department shall approve specialized instructional service providers whose services meet the standards in subsection (3), maintain a list of approved providers, and notify each school district and early learning coalition of the approved provider list. Upon the request of a child's parent, the department may approve a specialized instructional service provider that is not on the approved list if the provider's services meet the standards in subsection (3) and the service is consistent with the child's individual educational plan.

(5) The coalition shall reimburse an approved specialized instructional service provider for authorized services provided to an eligible child; however, the cumulative total of services reimbursed for a child may not exceed the amount of the base student allocation provided in the Voluntary Prekindergarten Education Program in the General Appropriations Act. Providers shall be reimbursed from funds allocated to the early learning coalition for the Voluntary Prekindergarten Education Program.

History.—s. 4, ch. 2010-227; s. 10, ch. 2011-175; s. 9, ch. 2013-252.

1002.71 Funding; financial and attendance reporting.—

(1) Funds appropriated for the Voluntary Prekindergarten Education Program may be used only for the program in accordance with this part. If the student enrollment in the program for a fiscal year exceeds the estimated enrollment upon which the appropriation for that fiscal year is provided, thereby causing a shortfall, funds appropriated to the program for the subsequent fiscal year must be used first to fund the shortfall.

(2) A full-time equivalent student in the Voluntary Prekindergarten Education Program shall be calculated as follows:

(a) For a student in a school-year prekindergarten program delivered by a private prekindergarten provider: 540 instructional hours.

(b) For a student in a summer prekindergarten program delivered by a public school or private prekindergarten provider: 300 instructional hours.

(c) For a student in a school-year prekindergarten program delivered by a public school: 540 instructional hours.

Except as provided in subsection (4), a student may not be reported for funding purposes as more than one full-time equivalent student.

(3)(a) A separate base student allocation per full-time equivalent student in the Voluntary Prekindergarten Education Program shall be provided in the General Appropriations Act for a school-year prekindergarten program and for a summer prekindergarten program. The base student allocation for a school-year program shall be equal for each student, regardless of whether the student is enrolled in a school-year prekindergarten program delivered by a public school or a private prekindergarten provider. The base student allocation for a summer prekindergarten program shall be equal for each student, regardless of whether the student is enrolled in a summer prekindergarten program delivered by a public school or private prekindergarten provider.

(b) Each county's allocation per full-time equivalent student in the Voluntary Prekindergarten Education Program shall be calculated annually by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential provided in s. [1011.62\(2\)](#). Each private prekindergarten provider and public school shall be paid in accordance with the county's allocation per full-time equivalent student.

(c) The initial allocation shall be based on estimated student enrollment in each coalition service area. The Office of Early Learning shall reallocate funds among the coalitions based on actual full-time equivalent student enrollment in each coalition service area. Each coalition shall report student enrollment pursuant to subsection (2) on a monthly basis. A student enrollment count for the prior fiscal year may not be amended after December 31 of the subsequent fiscal year.

(d) For programs offered by school districts pursuant to s. [1002.61](#), each district's funding shall be based on a student enrollment that is evenly divisible by 12. If the result of dividing a district's student enrollment by 12 is not a whole number, the district's enrollment calculation shall be adjusted by adding the minimum number of students to produce a student enrollment calculation that is evenly divisible by 12.

(4) Notwithstanding s. [1002.53\(3\)](#) and subsection (2):

(a) A child who, for any of the prekindergarten programs listed in s. [1002.53\(3\)](#), has not completed more than 70 percent of the hours authorized to be reported for funding under subsection (2), or has not expended more than 70 percent of the funds authorized for the child under s. [1002.66](#), may withdraw from the program for good cause and reenroll in one of the programs. The total funding for a child who reenrolls in one of the programs for good cause may not exceed one full-time equivalent student. Funding for a child who withdraws and reenrolls in one of the programs for good cause shall be issued in accordance with the Office of Early Learning's uniform attendance policy adopted pursuant to paragraph (6)(d).

(b) A child who has not substantially completed any of the prekindergarten programs listed in s. [1002.53\(3\)](#) may withdraw from the program due to an extreme hardship that is beyond the child's or parent's control, reenroll in one of the summer programs, and be reported for funding purposes as a full-time equivalent student in the summer program for which the child is reenrolled.

A child may reenroll only once in a prekindergarten program under this section. A child who reenrolls in a prekindergarten program under this subsection may not subsequently withdraw from the program and reenroll, unless the child is granted a good cause exemption under this subsection. The Office of Early Learning shall establish criteria specifying whether a good cause exists for a child to withdraw from a program under paragraph (a), whether a child has substantially completed a program under paragraph (b), and whether an extreme hardship exists which is beyond the child's or parent's control under paragraph (b).

(5)(a) Each early learning coalition shall maintain through the single point of entry established under s. [1002.82](#) a current database of the students enrolled in the Voluntary Prekindergarten Education Program for each county within the coalition's region.

(b) The Office of Early Learning shall adopt procedures for the payment of private prekindergarten providers and public schools delivering the Voluntary Prekindergarten Education Program. The procedures shall provide for the advance payment of providers and schools based upon student enrollment in the program, the certification of student attendance, and the reconciliation of advance payments in accordance with the uniform attendance policy adopted under paragraph (6)(d). The procedures shall provide for the monthly distribution of funds by the Office of Early Learning to the early learning coalitions for payment by the coalitions to private prekindergarten providers and public schools.

(6)(a) Each parent enrolling his or her child in the Voluntary Prekindergarten Education Program must agree to comply with the attendance policy of the private prekindergarten provider or district

school board, as applicable. Upon enrollment of the child, the private prekindergarten provider or public school, as applicable, must provide the child's parent with a copy of the provider's or school district's attendance policy, as applicable.

(b)1. Each private prekindergarten provider's and district school board's attendance policy must require the parent of each student in the Voluntary Prekindergarten Education Program to verify, each month, the student's attendance on the prior month's certified student attendance.

2. The parent must submit the verification of the student's attendance to the private prekindergarten provider or public school on forms prescribed by the Office of Early Learning. The forms must include, in addition to the verification of the student's attendance, a certification, in substantially the following form, that the parent continues to choose the private prekindergarten provider or public school in accordance with s. [1002.53](#) and directs that payments for the program be made to the provider or school:

VERIFICATION OF STUDENT'S ATTENDANCE
AND CERTIFICATION OF PARENTAL CHOICE

I, (Name of Parent) , swear (or affirm) that my child, (Name of Student) , attended the Voluntary Prekindergarten Education Program on the days listed above and certify that I continue to choose (Name of Provider or School) to deliver the program for my child and direct that program funds be paid to the provider or school for my child.

(Signature of Parent)

(Date)

3. The private prekindergarten provider or public school must keep each original signed form for at least 2 years. Each private prekindergarten provider must permit the early learning coalition, and each public school must permit the school district, to inspect the original signed forms during normal business hours. The Office of Early Learning shall adopt procedures for early learning coalitions and school districts to review the original signed forms against the certified student attendance. The review procedures shall provide for the use of selective inspection techniques, including, but not limited to, random sampling. Each early learning coalition and the school districts must comply with the review procedures.

(c) A private prekindergarten provider or school district, as applicable, may dismiss a student who does not comply with the provider's or district's attendance policy. A student dismissed under this paragraph is not removed from the Voluntary Prekindergarten Education Program and may continue in the program through reenrollment with another private prekindergarten provider or public school. Notwithstanding s. [1002.53](#)(6)(b), a school district is not required to provide for the admission of a student dismissed under this paragraph.

(d) The Office of Early Learning shall adopt, for funding purposes, a uniform attendance policy for the Voluntary Prekindergarten Education Program. The attendance policy must apply statewide and apply equally to all private prekindergarten providers and public schools. The attendance policy must include at least the following provisions:

1. A student's attendance may be reported on a pro rata basis as a fractional part of a full-time equivalent student.

2. At a maximum, 20 percent of the total payment made on behalf of a student to a private prekindergarten provider or a public school may be for hours a student is absent.

3. A private prekindergarten provider or public school may not receive payment for absences that occur before a student's first day of attendance or after a student's last day of attendance.

The uniform attendance policy shall be used only for funding purposes and does not prohibit a private prekindergarten provider or public school from adopting and enforcing its attendance policy under paragraphs (a) and (c).

(7) The Office of Early Learning shall require that administrative expenditures be kept to the minimum necessary for efficient and effective administration of the Voluntary Prekindergarten Education Program. Administrative policies and procedures shall be revised, to the maximum extent practicable, to incorporate the use of automation and electronic submission of forms, including those required for child eligibility and enrollment, provider and class registration, and monthly certification of attendance for payment. A school district may use its automated daily attendance reporting system for the purpose of transmitting attendance records to the early learning coalition in a mutually agreed-upon format. In addition, actions shall be taken to reduce paperwork, eliminate the duplication of reports, and eliminate other duplicative activities. Each early learning coalition may retain and expend no more than 4.0 percent of the funds paid by the coalition to private prekindergarten providers and public schools under paragraph (5)(b). Funds retained by an early learning coalition under this subsection may be used only for administering the Voluntary Prekindergarten Education Program and may not be used for the school readiness program or other programs.

(8) Except as otherwise expressly authorized by law, a private prekindergarten provider or public school may not:

(a) Require payment of a fee or charge for services provided for a child enrolled in the Voluntary Prekindergarten Education Program during a period reported for funding purposes; or

(b) Require a child to enroll for, or require the payment of any fee or charge for, supplemental services as a condition of admitting a child for enrollment in the Voluntary Prekindergarten Education Program.

(9) A parent is responsible for the transportation of his or her child to and from the Voluntary Prekindergarten Education Program, regardless of whether the program is delivered by a private prekindergarten provider or a public school. However, a provider or school may use part of the funds it is paid under paragraph (5)(b) for transporting students to and from the program. A student enrolled in the Voluntary Prekindergarten Education Program may not be reported under s. [1011.68](#) for student transportation funds.

History.—s. 1, ch. 2004-484; s. 4, ch. 2005-56; s. 3, ch. 2006-27; s. 7, ch. 2009-3; s. 12, ch. 2009-59; s. 10, ch. 2010-154; s. 29, ch. 2010-210; s. 5, ch. 2010-227; s. 13, ch. 2011-55; s. 455, ch. 2011-142; s. 13, ch. 2011-175; s. 9, ch. 2012-133; s. 12, ch. 2013-252.

1002.72 Records of children in the Voluntary Prekindergarten Education Program.—

(1)(a) The records of a child enrolled in the Voluntary Prekindergarten Education Program held by an early learning coalition, the Office of Early Learning, or a Voluntary Prekindergarten Education Program provider are confidential and exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution. For purposes of this section, such records include assessment data, health data, records of teacher observations, and personal identifying information of an enrolled child and his or her parent.

(b) This exemption applies to the records of a child enrolled in the Voluntary Prekindergarten Education Program held by an early learning coalition, the Office of Early Learning, or a Voluntary Prekindergarten Education Program provider before, on, or after the effective date of this exemption.

(2) A parent has the right to inspect and review the Voluntary Prekindergarten Education Program record of his or her child and to obtain a copy of such record.

(3)(a) Confidential and exempt Voluntary Prekindergarten Education Program records may be released to:

1. The United States Secretary of Education, the United States Secretary of Health and Human Services, and the Comptroller General of the United States for the purpose of federal audits or investigations.
2. Individuals or organizations conducting studies for institutions to develop, validate, or administer assessments or improve instruction.
3. Accrediting organizations in order to carry out their accrediting functions.
4. Appropriate parties in connection with an emergency if the information is necessary to protect the health or safety of the child or other individuals.
5. The Auditor General in connection with his or her official functions.
6. A court of competent jurisdiction in compliance with an order of that court pursuant to a lawfully issued subpoena.
7. Parties to an interagency agreement among early learning coalitions, local governmental agencies, Voluntary Prekindergarten Education Program providers, or state agencies for the purpose of implementing the Voluntary Prekindergarten Education Program.

(b) Agencies, organizations, or individuals receiving such confidential and exempt records in order to carry out their official functions must protect the records in a manner that will not permit the personal identification of an enrolled child or his or her parent by persons other than those authorized to receive the records.

History.—s. 1, ch. 2005-88; s. 178, ch. 2008-4; s. 1, ch. 2010-44; s. 456, ch. 2011-142; s. 13, ch. 2013-252.

1002.75 Office of Early Learning; powers and duties.—

(1) The Office of Early Learning shall adopt by rule a standard statewide provider contract to be used with each Voluntary Prekindergarten Education Program provider, with standardized attachments by provider type. The office shall publish a copy of the standard statewide provider contract on its website. The standard statewide contract shall include, at a minimum, provisions for provider probation, termination for cause, and emergency termination for those actions or inactions of a provider that pose an immediate and serious danger to the health, safety, or welfare of children. The standard statewide contract shall also include appropriate due process procedures. During the pendency of an appeal of a termination, the provider may not continue to offer its services. Any provision imposed upon a provider that is inconsistent with, or prohibited by, law is void and unenforceable.

(2) The Office of Early Learning shall adopt procedures governing the administration of the Voluntary Prekindergarten Education Program by the early learning coalitions and school districts for:

(a) Enrolling children in and determining the eligibility of children for the Voluntary Prekindergarten Education Program under s. [1002.53](#), which shall include the enrollment of children by public schools and private providers that meet specified requirements.

(b) Providing parents with profiles of private prekindergarten providers and public schools under s. [1002.53](#).

(c) Registering private prekindergarten providers and public schools to deliver the program under ss. [1002.55](#), [1002.61](#), and [1002.63](#).

(d) Determining the eligibility of private prekindergarten providers to deliver the program under ss. [1002.55](#) and [1002.61](#) and streamlining the process of provider eligibility whenever possible.

(e) Verifying the compliance of private prekindergarten providers and public schools and removing providers or schools from eligibility to deliver the program due to noncompliance or misconduct as provided in s. [1002.67](#).

(f) Paying private prekindergarten providers and public schools under s. [1002.71](#).

(g) Documenting and certifying student enrollment and student attendance under s. [1002.71](#).

(h) Reconciling advance payments in accordance with the uniform attendance policy under s. [1002.71](#).

(i) Reenrolling students dismissed by a private prekindergarten provider or public school for noncompliance with the provider's or school district's attendance policy under s. [1002.71](#).

(3) The Office of Early Learning shall adopt, in consultation with and subject to approval by the department, procedures governing the administration of the Voluntary Prekindergarten Education Program by the early learning coalitions and school districts for:

(a) Approving improvement plans of private prekindergarten providers and public schools under s. [1002.67](#).

(b) Placing private prekindergarten providers and public schools on probation and requiring corrective actions under s. [1002.67](#).

(c) Removing a private prekindergarten provider or public school from eligibility to deliver the program due to the provider's or school's remaining on probation beyond the time permitted under s. [1002.67](#).

(d) Enrolling children in and determining the eligibility of children for the Voluntary Prekindergarten Education Program under s. [1002.66](#).

(e) Paying specialized instructional services providers under s. [1002.66](#).

(4) The Office of Early Learning shall also adopt procedures for the distribution of funds to early learning coalitions under s. [1002.71](#).

(5) Except as provided by law, the Office of Early Learning may not impose requirements on a private prekindergarten provider or public school that does not deliver the Voluntary Prekindergarten Education Program or receive state funds under this part.

History.—s. 1, ch. 2004-484; s. 7, ch. 2010-227; s. 459, ch. 2011-142; s. 78, ch. 2012-96; s. 14, ch. 2013-252.