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Governor  
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## MEMORANDUM

Date: February 23, 2009  
To: Early Learning Coalition Executive Directors  
From: Matt Guse, Program Services Manager, Office of Early Learning   
Subject: VPK Parent and Provider Inquiries

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With the Legislature's decrease in the Voluntary Prekindergarten (VPK) base student allocation funding during the 2009A Special Session, the Office of Early Learning has received an increase in correspondence from parents. Parents are stating that some providers are either 1) attempting to make up the difference in the reduction by charging parents the difference, or 2) requiring parents to sign-up for wrap around services as a condition of enrollment in VPK. The Office of Early Learning has also received correspondence from providers concerning the impact of the 2009A Special Session reduction in VPK base student allocation funding on their statewide provider agreements. Understanding that coalition staff are also receiving similar inquiries locally, this memo serves as guidance on how to handle such situations.

### Parent Inquiries

#### Providers **can**:

- Increase the wrap-around fee charged to parents who choose to participate in a wrap-around service or;
- Terminate VPK services under the terms of the VPK Statewide Provider Agreement (AWI-VPK Form 20), provided the provider offers 30 days notification to the coalition and ensures uninterrupted services for the VPK student.

#### Providers **cannot**:

- Charge parents an additional fee for VPK services to make up the difference in the reduced VPK base student allocation or any other fee for the VPK program;
- Require parents to enroll in wrap-around services as a condition of enrollment or continued enrollment in VPK.

### Agency for Workforce Innovation

The Caldwell Building, Suite 100•107 East Madison Street•Tallahassee, Florida•32399-4120  
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Coalitions that determine local providers have policies and procedures contrary to the prohibitions above should contact these providers and ensure that these actions cease immediately. In addition, coalitions should ensure that a provider who has previously disseminated inaccurate information to parents of VPK program children properly informs the parents of the provider's rights and restrictions as outlined above.

Coalitions that find providers unwilling to cease the offending action should take the appropriate steps to terminate the provider's agreement to offer the VPK program.

### **Provider Inquiries**

Some providers have inquired as to if a change in the VPK base student allocation is grounds for termination of the VPK statewide provider agreement. Item 36 of the statewide provider agreement informs providers participating in the State of Florida Voluntary Prekindergarten Education Program that they will receive funding not to exceed one fulltime equivalent (FTE) for each child participating in their VPK program. Item 36 does not prescribe the actual amount of funding associated with an FTE. The actual funding is determined by the Legislature in the General Appropriations Act. Therefore, the termination provision of the statewide VPK provider agreement **does not** automatically terminate a VPK provider's statewide provider agreement with a coalition due to an adjustment in the VPK base student allocation by the legislature.

The statewide provider agreement **does** make provision for providers to withdraw from participation in the VPK program if a provider meets one of the following requirements:

1. The provider and coalition mutually agree to the provider's withdrawal.
2. The provider notifies the coalition 30 days prior to termination and makes alternative arrangements for uninterrupted services for children enrolled with the provider in the VPK program.

The following are citations from the State of Florida Constitution, Florida Statutes and the Statewide Provider Agreement upon which the above guidance is based.

### **State of Florida Constitution**

From Section 1.(b): "Every four-year old child in Florida shall be provided by the State a high quality pre-kindergarten learning opportunity in the form of an early childhood development and education program which shall be voluntary, high quality, free, and delivered according to professionally accepted standards."

### **Florida Statutes**

From 1002.71(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.

AWI-VPK 20 Statewide Provider Agreement

From Item 31: The PROVIDER understands that, in accordance with section 1002.71(8)(a), Florida Statutes, the PROVIDER may not require payment of a fee or charge for services provided for a child in the VPK program during instructional hours reported for funding.

From Item 36: The PROVIDER understands that, in accordance with section 1002.71, Florida Statutes, payments for a child shall not exceed funding for one full-time equivalent (FTE) child. The PROVIDER further understands that, in accordance with section 1002.71(3)(b), Florida Statutes, an FTE child is calculated annually by multiplying the base child allocation provided in the General Appropriations Act by the county's district cost differential provided in section 1011.62(2), Florida Statutes.

From Item 56: If the PROVIDER withdraws as a provider from the VPK program, the PROVIDER must give notice to the COALITION or the COALITION's contractor, and alternative arrangements for uninterrupted services shall be made for children enrolled with the PROVIDER in the VPK program, at least 30 calendar days before the termination date.

From Item 57: If the PROVIDER fails to comply with all terms and conditions of this Agreement and with all requirements of the VPK program as set forth in the Florida Statutes, state rules, and procedures of the COALITION and the Agency for Workforce Innovation,\* the COALITION shall notify the PROVIDER in writing and give the PROVIDER a period to comply, which period must be at least 10 days and shall be specified by the COALITION. If the PROVIDER does not comply within the period given, the COALITION may terminate this Agreement.

The Office of Early Learning will continue to work with coalitions to ensure providers are aware of their options related to the delivery of the VPK program. Should further explanation of the information above be required, please contact Matt Guse, Program Services Manager, at 850-921-3165.