

Rule Workshop Webex information

Topic: Rule Workshop - 60BB-8.300 & 8.301, F.A.C.

Date: Friday, January 8, 2010

Time: 1:00 pm, Eastern Standard Time (New York, GMT-05:00)

Meeting Number: 597 084 871

Meeting Password: RW11

To join the online meeting (Now from iPhones and other Smartphones too!)

1. Go to

<https://suncom.webex.com/suncom/j.php?ED=132496742&UID=0&PW=NOTJINTMyMjQw&RT=MIMxMQ%3D%3D>

2. Enter your name and email address.

3. Enter the meeting password: RW11

4. Click "Join Now".

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<https://suncom.webex.com/suncom/j.php?ED=132496742&UID=0&PW=NOTJINTMyMjQw&ORT=MIMxMQ%3D%3D>

To join the teleconference only

Call-in toll-free number: 1-888-808-6959 (US/Canada)

Conference Code: 921-3193

For assistance

1. Go to <https://suncom.webex.com/suncom/mc>

2. On the left navigation bar, click "Support".



STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
STATEWIDE PROVIDER AGREEMENT

I. PARTIES AND TERM OF AGREEMENT

1. **THIS AGREEMENT** is made and entered into this ____ day of _____, 20____, by and between the Early Learning Coalition of _____ (hereinafter referred to as "COALITION"), with its principal offices located at _____ and _____ (hereinafter referred to as "PROVIDER/DISTRICT"), with its principal offices located at _____.
2. This Agreement applies to the 20____-20____ Voluntary Prekindergarten Education (VPK) program year. The PROVIDER/DISTRICT shall offer the 540 hour 20____-20____ school-year program and/or the 300 hour summer 20____ program. This Agreement begins on _____, or on the date on which the Agreement is signed by the last party required to sign the Agreement, whichever occurs last, and expires on August 31, 20____. The PROVIDER/DISTRICT will not receive payment for services offered under this Agreement before this Agreement is fully executed by both parties or after the expiration of the Agreement.
3. The PROVIDER/DISTRICT certifies that each of the locations at which the PROVIDER/DISTRICT offers the VPK program, meets all of the qualifications and requirements for offering the VPK program established by statute, rule, and this Agreement at all times the PROVIDER/DISTRICT offers the VPK Program. The PROVIDER/DISTRICT agrees that failure to comply with all of the qualifications and requirements for offering the VPK program established by statute, rule, and this Agreement at all times at any location at which the PROVIDER/DISTRICT offers the VPK program may result in the ineligibility to offer the VPK program at that location or termination of this Agreement. The physical locations at which the PROVIDER/DISTRICT offers the VPK program are listed in Attachment 1 of this Agreement.
4. This Agreement binds the successors, assigns, and legal representatives of the PROVIDER/DISTRICT and of any legal entity that succeeds to the obligations of the State of Florida, Agency for Workforce Innovation, or the COALITION. If the ownership or corporate structure of the PROVIDER/DISTRICT changes, the current PROVIDER/DISTRICT must notify the COALITION 14 calendar days before the change so that the COALITION may obtain the appropriate forms and information. In addition, whenever a party to this Agreement changes, a new Agreement must be executed.

II. PROVIDER/DISTRICT ELIGIBILITY

5. The PROVIDER/DISTRICT certifies that it has registered with the COALITION on forms prescribed by the Agency for Workforce Innovation and that any information supplied by the PROVIDER/DISTRICT is accurate and complete. The PROVIDER/DISTRICT certifies that it will immediately notify the COALITION of any change which may affect eligibility to offer the VPK program.
6. The COALITION has reviewed the documents submitted by the PROVIDER/DISTRICT and, based on the information submitted, has determined that the PROVIDER/DISTRICT is currently eligible to deliver the VPK program. The COALITION shall return a fully executed copy of this Agreement to the PROVIDER/DISTRICT as notification that the PROVIDER/DISTRICT is eligible to begin offering the VPK program. The PROVIDER/DISTRICT shall not offer the VPK program prior to receiving a fully executed copy of this Agreement from the COALITION.
7. The PROVIDER/DISTRICT certifies and agrees to continually ensure each of its VPK instructor(s) and substitute instructor(s):
 - a. Has a current attestation of good moral character on file with the PROVIDER/DISTRICT and COALITION;
 - b. Has provided documentation to be maintained in the files of the PROVIDER/DISTRICT and the COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, Florida Statutes, including a federal (Federal Bureau of Investigation), state (Florida

- Department of Law Enforcement), and local (county of the instructor's residence) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
- c. Is eligible to be employed as a VPK instructor in accordance with section 435.06, Florida Statutes;
 - d. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
 - e. Is qualified to act as a VPK instructor in accordance with sections 1002.55, 1002.61, and 1002.63, Florida Statutes.
8. The PROVIDER/DISTRICT certifies that it has a prekindergarten director at each VPK site for the majority of hours in which VPK instructional hours are being delivered who has one of the following credentials:
- a. A child care facility director credential approved by the Florida Department of Children and Family Services under section 402.305(2)(f), Florida Statutes, if the child care facility director credential was issued before December 31, 2006; or
 - b. A VPK director credential approved by the Florida Department of Education under section 1002.57, Florida Statutes if the child care facility director credential is issued after December 31, 2006.

III. PROGRAM REQUIREMENTS

9. The PROVIDER/DISTRICT agrees to deliver the VPK program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Agreement, including, but not limited to, standards relating to instructional hours; credentials, training, and background screenings of prekindergarten instructors; minimum and maximum VPK class sizes; developmentally appropriate curricula aligned with *Florida's Voluntary Prekindergarten Education Program Standards*; licensing standards established by the Florida Department of Children and Family Services and/or accrediting standards established by the PROVIDER's/DISTRICT's accrediting organization, when applicable; and any statutory requirements which exceed the minimum standards established by the Florida Department of Children and Family Services or the accrediting organization.
10. The PROVIDER/DISTRICT certifies that it will use curricula to deliver VPK program instruction which:
- a. Are developmentally appropriate;
 - b. Are designed to prepare children for early literacy;
 - c. Enhance the age-appropriate progress of children in attaining each of the performance standards adopted by the Florida Department of Education (*see <http://www.fldoe.org/earlylearning>*); and
 - d. Prepare children to be ready for kindergarten.
11. The PROVIDER/DISTRICT understands that, in accordance with section 1002.69(5), Florida Statutes, the Florida Department of Education will annually issue each provider's kindergarten readiness rate. The PROVIDER/DISTRICT understands that if it receives a kindergarten readiness rate which falls below the minimum readiness rate established by the State Board of Education, in accordance with section 1002.67(3)(c)1., Florida Statutes, the PROVIDER/DISTRICT must annually submit an improvement plan and/or annual progress report if the kindergarten readiness rate received results in the PROVIDER/DISTRICT's designation as a first, second, or third year low performing provider in accordance with rules adopted by the Agency for Workforce Innovation. In the event that the PROVIDER/DISTRICT fails to meet the minimum readiness rate for a program type (school-year or summer) four consecutive times, the PROVIDER/DISTRICT may be removed from eligibility to offer the program type.

IV. CHILD ELIGIBILITY, ENROLLMENT, AND ATTENDANCE

12. The PROVIDER/DISTRICT understands that the COALITION has ultimate responsibility for determining the eligibility of students enrolling in the VPK program. The COALITION issues a Certificate of Eligibility to each eligible student enrolling in the VPK program. The PROVIDER/DISTRICT shall not admit a student into its VPK program without a Certificate of Eligibility.
13. The PROVIDER/DISTRICT agrees that the PROVIDER/DISTRICT will notify the COALITION upon admitting a student to the PROVIDER's/DISTRICT's VPK program class in accordance with procedures of the COALITION and the rules of the Agency for Workforce Innovation. The PROVIDER/DISTRICT understands that it may be ineligible to receive payment if the PROVIDER/DISTRICT does not notify the COALITION that the student has been admitted.

14. The PROVIDER/DISTRICT certifies that the PROVIDER/DISTRICT will give a written copy of its attendance policy to the parent or guardian of each student at the time the student is admitted into the PROVIDER's/DISTRICT's VPK program.
15. The PROVIDER/DISTRICT certifies that, if it chooses to remove a student admitted to the PROVIDER's/DISTRICT's VPK program class(es), the PROVIDER/DISTRICT will submit to the COALITION documentation specifying reasons for removing the student from the class within 14 days of the removal in accordance with the COALITION's procedures for submitting documentation.
16. The PROVIDER/DISTRICT agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to the PROVIDER's/DISTRICT's VPK program class(es) in accordance with rules of the Agency for Workforce Innovation. The PROVIDER/DISTRICT agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
17. The PROVIDER/DISTRICT agrees to require that the parent or guardian of each child in the VPK program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of section 1002.71(6)(b)2., Florida Statutes. The PROVIDER/DISTRICT agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent or guardian for each student admitted into the PROVIDER's/DISTRICT's VPK program class(es) in accordance with the rules of the Agency for Workforce Innovation.

V. NONDISCRIMINATION AND PARENT PAYMENT

18. The PROVIDER/DISTRICT agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, the PROVIDER/DISTRICT may not discriminate against any parent or child, including the refusal to admit a child to a VPK program class, on the basis of race, color, or national origin.
19. The PROVIDER/DISTRICT agrees that, in accordance with section 1002.71(8)(a), Florida Statutes, the PROVIDER/DISTRICT 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. The PROVIDER/DISTRICT may not require a fee or payment as a condition of enrollment or participation in the VPK program.
20. The PROVIDER/DISTRICT agrees to schedule all VPK hours offered for any VPK class in a fashion which ensures that VPK instructional hours are contiguous and there are no gaps in VPK instructional time for the class during any VPK instructional day.
21. The PROVIDER/DISTRICT agrees that, in accordance with section 1002.71(8)(b), Florida Statutes, the PROVIDER/DISTRICT may not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (*e.g.*, "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK program.
22. The PROVIDER/DISTRICT agrees that, if the PROVIDER/DISTRICT does not receive payment for offering VPK program instruction to a student, the PROVIDER/DISTRICT may not require the student's parent or guardian to pay for the services.

VI. COMPENSATION AND FUNDING

23. The PROVIDER/DISTRICT agrees that the PROVIDER/DISTRICT may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program or who has not been issued a Certificate of Eligibility.
24. The PROVIDER/DISTRICT understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.

25. The PROVIDER/DISTRICT understands that the PROVIDER/DISTRICT will receive monthly payments in accordance with the rules of the Agency for Workforce Innovation. The PROVIDER/DISTRICT further understands that the PROVIDER/DISTRICT may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's/DISTRICT's VPK program class(es). The PROVIDER/DISTRICT understands that payments will be reconciled and adjusted in accordance with the rules of the Agency for Workforce Innovation.
26. The PROVIDER/DISTRICT understands that the COALITION will not issue a final payment to the PROVIDER/DISTRICT for the VPK program year until the PROVIDER/DISTRICT certifies the annual cumulative attendance of each child enrolled in the PROVIDER's/DISTRICT's VPK program in accordance with the rules of the Agency for Workforce Innovation.
27. The PROVIDER/DISTRICT agrees that, if the end-of-year reconciliation of payments reveals that the PROVIDER/DISTRICT received payments in excess of the amount owed to the PROVIDER/DISTRICT, the COALITION will offset the overpayment against the final payment owed to the PROVIDER/DISTRICT for the program year and any future payments issued to the PROVIDER/DISTRICT for early learning programs. If a PROVIDER/DISTRICT ceases to offer early learning programs before the overpayment is fully offset, the PROVIDER/DISTRICT agrees to return the funds it was overpaid. If the PROVIDER/DISTRICT fails to return the funds it was overpaid, the PROVIDER/DISTRICT may be subject to collection efforts.
28. If the PROVIDER/DISTRICT is a Head Start Agency, the PROVIDER/DISTRICT understands that, in accordance with federal law, the PROVIDER's/DISTRICT's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance" (Title 42, United States Code, section 9835(c)).
29. If the PROVIDER/DISTRICT receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), the PROVIDER/DISTRICT understands that, in accordance with federal law, the PROVIDER/DISTRICT may "use [those Title I] Federal funds to supplement, [but] not [to] supplant non-Federal funds" (Title 20, United States Code, section 6314(a)(3)(B)).

VII. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

30. The PROVIDER/DISTRICT agrees that, in accordance with section 1002.72, Florida Statutes, records of students enrolled in the VPK program, including personal identifying information, are confidential and exempt from disclosure as public records. The PROVIDER/DISTRICT certifies that it will keep all VPK records confidential and disclose the records and information found within the records only in accordance with law or this Agreement. The PROVIDER/DISTRICT agrees that it will release the records of students enrolled in the VPK program to the COALITION, the COALITION's representative or agent, and/or the Agency for Workforce Innovation upon request. The PROVIDER/DISTRICT further agrees that a parent of a VPK student has the right to inspect and review the records of his or her child and obtain a copy of his/her child's records.
31. The PROVIDER/DISTRICT certifies that it will maintain all VPK records, including the VPK records of each VPK student, VPK instructor, substitute instructor, or VPK director for the greater of 3 years after the student's last day of attendance or the employee's last day of employment as a VPK instructor, substitute instructor, or VPK director or the requirements established in the retention schedules and disposal process adopted under section 119.021(2), Florida Statutes.
32. In the event that the PROVIDER/DISTRICT permanently ceases to offer the VPK program before the conclusion of the retention period for VPK records, whether as a result of unilateral or mutual termination of the PROVIDER's/DISTRICT's eligibility to offer the VPK program or as a result of the PROVIDER/DISTRICT ceasing to do business, the PROVIDER/DISTRICT shall transfer all VPK records to the COALITION, in a manner and form to be determined by the COALITION, no later than the close of business on the day the PROVIDER/DISTRICT ceases to offer the VPK program.
33. The PROVIDER/DISTRICT shall provide complete and accurate information and data regarding the VPK program and students enrolled in the PROVIDER's/DISTRICT's VPK program class(es) to the COALITION and/or the Agency for Workforce Innovation upon request.

VIII. COMPLIANCE VERIFICATION

34. If the PROVIDER/DISTRICT is a public school district, then the public school district may choose to monitor the compliance of its public school(s) with statute, rules, and this Agreement, or to designate the COALITION to monitor the school district's public school(s). If the public school district chooses to monitor the compliance of its public school(s), the public school district certifies that it will ensure each public school complies with statute, rules, and this Agreement and certifies that it will require corrective action plans from its public school(s) upon failure to comply with the terms of statute, rule, or this Agreement.
35. The PROVIDER/DISTRICT is a:
- Public school district which chooses to monitor its public school VPK providers .
 - Public school district which designates the COALITION to monitor its public school VPK providers.
 - Private VPK provider which will be monitored by the COALITION.
36. If the PROVIDER/DISTRICT is monitored by the COALITION, the PROVIDER/DISTRICT must permit the COALITION, the COALITION's representative or agent, or the Agency for Workforce Innovation, at any reasonable time, to enter the PROVIDER's/DISTRICT's VPK program site to verify the PROVIDER's/DISTRICT's compliance with the requirements of the VPK program. This paragraph does not convey authority to the COALITION, the COALITION's representative or agent, or the Agency for Workforce Innovation to enforce licensing requirements established by the Department of Children and Family Services, accreditation requirements established by the PROVIDER's/DISTRICT's accrediting organization, or impose any requirement beyond the requirements of statute, rules, and this Agreement.

IX. TERMINATION AND NONCOMPLIANCE

37. The PROVIDER/DISTRICT and the COALITION may mutually agree to terminate this Agreement or the PROVIDER/DISTRICT may unilaterally terminate this Agreement for any reason. The PROVIDER/DISTRICT must ensure that the COALITION is notified at least 14 calendar days before this Agreement is terminated so that the COALITION can make arrangements for uninterrupted services for children admitted in PROVIDER's/DISTRICT's VPK program class(es). The PROVIDER/DISTRICT must, at least 7 calendar days prior to ceasing the VPK program, notify the parent or guardian of each student of the date on which the PROVIDER/DISTRICT will cease to offer the VPK program and ensure the parent or guardian receives a student reenrollment form.
38. 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, the 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 PROVIDER/DISTRICT shall be paid for the instructional hours completed prior to termination of the Agreement.
39. The PROVIDER/DISTRICT agrees that the COALITION may require corrective action, withhold funds, or terminate this Agreement if the PROVIDER/DISTRICT fails to comply with the requirements of statute, rule, or this Agreement.
40. The COALITION must notify the PROVIDER/DISTRICT 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 PROVIDER/DISTRICT failed to comply with statute, rule, or this Agreement and state a date by which the corrective action must be completed. The COALITION may temporarily withhold funds until the PROVIDER/DISTRICT completes the corrective action. If the PROVIDER/DISTRICT fails to complete the corrective action, the COALITION may permanently withhold funds for the period the PROVIDER/DISTRICT was not in compliance after notifying the PROVIDER/DISTRICT 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.
41. The COALITION may terminate this Agreement if the PROVIDER/DISTRICT fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of the PROVIDER/DISTRICT substantially impair the provision of VPK instruction. The COALITION shall notify the PROVIDER/DISTRICT 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 PROVIDER/DISTRICT 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.

42. Notwithstanding any other provision of this Agreement, the COALITION may immediately terminate this Agreement upon revocation/termination of the PROVIDER's/DISTRICT's licensure or accreditation. The COALITION may also immediately terminate this Agreement upon a determination by the Department of Children and Family Services that the health and safety of students admitted to the PROVIDER's/DISTRICT's VPK class(es) has been or is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

X. DISPUTE RESOLUTION

43. The PROVIDER/DISTRICT agrees to give the COALITION the opportunity to address any disputes or disagreements concerning this Agreement by providing notice of the dispute in writing to the COALITION. The COALITION agrees to respond to the notice of the dispute or disagreement within 5 business days after receiving the dispute or disagreement, and, where applicable, to present a proposed method for resolution of the dispute or disagreement within 15 business days after receiving the notice. If the PROVIDER/DISTRICT does not agree to the proposed method for resolution or if the COALITION fails to comply with the time requirements above, the PROVIDER/DISTRICT and the COALITION agree to address the dispute or disagreement before a quorum of the COALITION's board of directors or a committee of the COALITION which is authorized to take final action on behalf of the COALITION's board of directors.

XI. INDEMNIFICATION

44. The PROVIDER/DISTRICT is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and must indemnify, defend, and hold harmless the COALITION, the Agency for Workforce Innovation, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the PROVIDER, its agents, employees, partners, contractors, or subcontractors. If the PROVIDER/DISTRICT is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

XII. SEVERABILITY

45. 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.

XIII. AMENDMENTS

46. An amendment, attachment or exhibit may not be made a part of this Agreement unless the amendment, attachment or exhibit is provided in writing, signed by both the COALITION and the PROVIDER, and approved in writing by the Agency for Workforce Innovation.

Remainder of Page Intentionally Left Blank.

XIV. EXECUTION OF AGREEMENT

The PROVIDER/DISTRICT has caused this Agreement to be executed as of the date set forth in Paragraph 1.

Signature of Director / Operator / Principal
or Authorized Representative

Print Name

Title

Date

OPTIONAL

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me/presented
_____ as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State set forth above.

NOTARY PUBLIC

The COALITION has caused this Agreement to be executed as of the date set forth in Paragraph 1.

Signature of Coalition Executive Director
or Authorized Representative

Print Name

Title

Date

OPTIONAL

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me/presented
_____ as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State set forth above.

NOTARY PUBLIC

Agency for Workforce Innovation – Office of Early Learning
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM

Instructions for Forms AWI-VPK 10 (12/09) and AWI-VPK 11 (12/09)
PROVIDER AND CLASS REGISTRATION APPLICATIONS

Who must complete Form AWI-VPK 10 and Form AWI-VPK 11?

Each Voluntary Prekindergarten Education (VPK) Program applicant (private providers and public schools) wishing to deliver the VPK Program must complete Form AWI-VPK 10 (12/09) for each VPK site and submit the completed form to its early learning coalition (coalition). If you delivered the VPK program during a previous program year and submitted a Form AWI-VPK 10 (12/09), the coalition will not require you to resubmit the form unless the information you supplied substantially changes. Substantial changes in information include, but are not limited to, a change of provider type, owner, or VPK director. The provider or school must notify the coalition of other changes of information in writing. If information submitted to the coalition is inaccurate or untrue, the provider or school will be subject to dismissal from eligibility to offer the VPK program and may be required to return overpayments. Each VPK provider must complete Form AWI-VPK 11 (12/09) each program year for each VPK site. You may complete as many copies of Form AWI-VPK 11 (12/09) as needed for each VPK site to provide all the information for the site.

Completing the Form AWI-VPK 10 and Form AWI-VPK 11.

Forms AWI-VPK 10 and 11 (the forms) are available electronically in an Adobe® Portable Document Format (PDF) at www.vpkflorida.org. You may use Adobe® Reader® to edit the form fields on a computer and print a paper copy for submission to your coalition. You may also contact your coalition for hard copies of the forms which you may complete by using a typewriter or by printing clearly in black or blue ink.

Submitting Form AWI-VPK 10 and Form AWI-VPK 11.

Mail or deliver the completed forms to your coalition (based on the county in which your VPK site is located). Forms are not considered to be complete unless all required attachments are submitted with the forms. A list of the coalitions, their addresses, and the counties they serve may be found at www.vpkflorida.org. *Submission of completed forms does not guarantee approval to deliver the VPK program.*

Notification of completion of Form AWI-VPK 10 and Form AWI-VPK 11.

Once you have submitted all of the required information and supporting documents, the early learning coalition will notify you whether you are eligible to deliver the VPK program. If you are eligible, your coalition will request that you sign a copy of the Statewide Provider Agreement (Form AWI-VPK 20) and submit it to your coalition. You must receive a copy of the Statewide Provider Agreement signed by your coalition **before** receiving payment or beginning VPK classes.

Common errors

Providing incomplete forms will cause processing delays. To avoid delays, be sure to: complete all required items; type or print clearly using black or blue ink; attach all required supporting documents; mail or deliver to your county's early learning coalition; keep a copy of the application for your records.

Form AWI-VPK 10

I. PRIVATE PROVIDER / PUBLIC SCHOOL INFORMATION

Item 1. New or updated application.—Mark an X indicating whether the Form AWI-VPK 10 (12/09) is new or updated. If you did not deliver the VPK program during a previous program year, you must submit a new application. If you delivered the program during the previous program year, you may be required to resubmit an updated application if the information required on the Form AWI-VPK 10 is substantially changed.

Item 2. Provider Name.— If you are a licensed facility, enter the name of your business as it appears on your license as issued by the Department of Children and Family Services (DCF). If you are a non-licensed facility, enter the name of your business as it appears on your accreditation certificate. If you are a public school, enter the name of the school where the VPK classes will be held.

Item 3. Employer identification number.—Enter the employer identification number (EIN) of the business (*e.g., provider, owner, school district*) that will receive payments for the VPK program. This nine-digit number is assigned to a business by the Internal Revenue Service. If you do not have an EIN (*e.g., family day care home*), enter the director's/operator's social security number (SSN) in item 3. An application that does not include either an EIN or a director's/operator's SSN in item 3 is incomplete and may delay processing of the application.

PRIVACY ACT STATEMENT

Your employer identification number (EIN) or social security number (SSN) is requested in accordance with ss. 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Agency for Workforce Innovation (AWI) and early learning coalitions. Submission of your EIN or SSN on this form is mandatory. Your EIN or SSN will be used 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.

Item 4. DCF identification number.— If you are licensed by the Florida DCF or by a local licensing agency, enter your Florida DCF license number. If you are a faith-based provider that claims exemption from licensure, enter your Florida DCF assigned identification number which begins with an "X."

Items 5-8. Address of VPK program site (number and street).— Enter the physical street address of the program site where the VPK program is delivered. Include the city, county, and five-digit postal zip code (*ZIP+4 if available*).

Items 9-11. Daytime telephone, fax, email.—Enter your business telephone number with area code in item 9. In item 10, enter your business fax number with area code. Enter your business email address, if available, in item 11.

Items 12-15. Mailing address.—If your mailing address is different from the address of your VPK program site, please list a separate mailing street address or post office box, city, county, state, and five-digit postal zip code (*ZIP+4 if available*). If the mailing address is the same as the provider's or school's VPK program site, mark an X indicating "same as VPK site."

Items 16-18. Owner / school district information.—If a private provider, enter the owner's name, the legal name of the owner's business, and a daytime telephone number, with area code, for the owner. If a public school, enter the name and daytime telephone number, with area code, of the district staff who is coordinating the VPK program for your school district.

II. TYPE OF SETTING AND LICENSING INFORMATION

Item 19. Type of setting.—To offer the VPK program, you must be one of the listed types of settings. Mark an X indicating the type of setting which describes you. If you are a private provider and are not licensed, you must be accredited by an agency that is a member of an organization listed in item 23.

Item 20. Specialized program types.—A provider or school may be one or more of the specialized program types. Mark an X for all that apply. If neither apply, leave the item blank.

Item 21. District and school number.— If you are a public school, enter the district and school number.

Item 22. Total child capacity.—Enter the total number of children you are able to serve at a given time. The total number should include all children, not only children in the VPK program. If you are licensed, do not provide a total number greater than your licensed capacity.

III. ACCREDITATION INFORMATION

Item 23. Accrediting agency member organization. — If you are a non-licensed provider, mark an X next to the umbrella organization of which your accrediting agency is a member. If you are a non-licensed provider and are not accredited by an accrediting agency that is a member of the listed organizations, you must attach a copy of your Gold Seal Quality Care Designation certificate to Form AWI-VPK 10.

Items 24-25. Name of accrediting agency; expiration date. — Enter the name of your accrediting agency (*item 24*) and the expiration date of the accreditation certificate (*item 25*). If you are applying as a non-licensed provider and are not accredited by an accrediting agency which is a member of an umbrella organization, enter “Florida DCF” as your accrediting agency and the expiration date of your Gold Seal Quality Care Designation certificate.

IV. DIRECTOR OR PRINCIPAL INFORMATION

Item 26. Name of director or principal.—Enter the full name of your director or school principal.

Items 27-28. Daytime telephone, email.—Enter your director's or principal's daytime telephone number with area code (*item 27*). Enter your director's or principal's email address, if available (*item 28*).

Items 29-32. Director credential type, certificate number, issue date, expiration date.— Private providers must have a prekindergarten director who has either a prekindergarten director credential approved by the Florida Department of Education *or* a child care facility director credential approved by the Florida DCF if the credential was completed by December 31, 2006.

Mark an X indicating which type of director credential was completed by your director (*item 29*). Enter the credential certificate number (*item 30*), issue date (*item 31*), and expiration date (*item 32*). Submit written documentation of the director credential held by the provider's director or operator with the Form AWI-VPK 10.

Items 33-36. Signature, date, print name, daytime telephone.— For private providers, the owner, director, or operator must sign, date, and print his or her name on each form. For public schools, the principal or designated school district staff member must sign, date, and print his or her name on each form. Enter a daytime telephone number in item 36 which may be used to contact the individual signing the form. By signing the document you are certifying the statement above items 33-36 as true.

Form AWI-VPK 10 REQUIRED SUPPORTING DOCUMENTATION

Documentation of accreditation (*items 23-25*), if provider or school is accredited;
Official Gold Seal Quality Care Designation certificate (*items 23-25*), if provider or school is Gold Seal accredited; and
Documentation of director credential – PRIVATE PROVIDER ONLY (*items 26-32*).

Form AWI-VPK 11

Each provider or school applying to offer the VPK program must provide information regarding each of the VPK instructors the provider or school will employ at a VPK site. Each provider or school applying to offer the VPK program must also provide information regarding class schedules the provider or school will follow if it offers the VPK program. You may complete as many copies of either portion of the **Form AWI-VPK 11** (12/09) (Instructors portion or Class Schedules portion) as needed to provide information for each VPK instructor and each class schedule at the site listed on Form AWI-VPK 10.

At the top of each copy of either portion of the Form AWI-VPK 11, include the name and employer identification number entered in items 2 and 3 of the AWI-VPK Form 10.

Item 1. Class ID — Enter a unique Class ID which consists of at least four characters for each classroom in accordance with the following:

Starting alphabetically, enter a letter for each class. If more than 26 classes are listed for a VPK site, starting alphabetically for the 27th class, enter two letters for each class (AA, BB, CC, etc.). Next, for each class, enter the last two digits of the first year of the VPK program year. For example, for the 2010-2011 program year, use “10”. Finally, for each class, enter “F” for school-year (fall) classes and “S” for summer classes. **Example:** A school-year class beginning in January 2011 listed first on the Form AWI-VPK 11 would have the unique Class ID: A10F

Item 2. Class Schedule — Enter a letter representing a class schedule used for the class the instructor is teaching from the portion of the AWI-VPK 11 regarding Class Schedules.

Item 3. Full Name — Enter each instructor's full legal name.

Item 4. Enter L/A/S — Enter the instructor's position within the class. Enter “L” for lead instructor, “A” for assistant instructor, or “S” for a substitute instructor.

Item 5. Cert? Y/N — If the instructor listed is a certified teacher, enter “Y.” If the instructor listed is not a certified teacher, enter “N.”

Item 6. Qualifying credential — Enter the credential that qualifies the instructor to fill the role listed in item 4 using the following Credential Key:

NECC: National Early Childhood Certificate. Recognition is determined by the DCF. See https://training01-dcf.myflorida.gov/DCF/CCT/NECC_programs.html for a list of recognized certificates.

FCCPC: Active Birth through Five Child Care Professional Credential (FCCPC), DOE Early Childhood Professional Certificate (ECPC), Child Care Apprenticeship Certificate (CCAC), or Florida Child Development Associate Equivalency Credential (CDAE).

AS: Associate of Arts (A.A.), Associate of Science (A.S.), or Associate in Applied Science (A.A.S.) in an approved field with required minimum hours and experience.

BA: Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) in an approved field with required minimum hours and experience.

MA: Master of Arts (M.A.) or Master of Science (M.S.) in an approved field with required minimum hours and experience.

PhD: Doctorate in an approved field with required minimum hours and experience.

ATNR: Assistant teacher, credential not required

Item 7. Highest Degree — Enter the instructor's highest degree using the following Degree Key:

LTHD: Less Than High School.

GED: Passed a General Education Development test.

HS: Completed High School.

TECH: Received a Technical Certificate, including NECC, FCCPC, ECPC, CCAC, CDAE.

AS: Received an A.A., A.S., or A.A.S. Degree.

BA: Received a B.S. or a B.A.

MA: Received a M.A. or a M.S.

PhD: Received a doctoral degree of any kind.

Item 8. SSN. — Enter the instructor’s Social Security Number.

AWI-VPK FORM 11: CLASS SCHEDULES

PRIVACY ACT STATEMENT

The social security number of each VPK instructor is requested under s. 119.071(5)(a)2., F.S., for use in the records and data systems of the Agency for Workforce Innovation (AWI), Department of Children and Family Services (DCF), Department of Education (DOE), and early learning coalitions. If you submit an instructor’s social security number, it will be used to confirm the instructor’s background screening clearances and validate the instructor’s educational credentials in accordance with ss. 1002.55, 1002.61, and 1002.63, F.S. Submission of each instructor’s social security number on this form is voluntary and, if DCF has assigned the instructor a child care training identification number in lieu of a social security number, you are instead requested to submit the training identification number.

Item 9. Start Date. — Enter the date the instructor listed will begin instructing the VPK class.

Items 10-13. — For private providers, the owner, director, or operator must sign (item 10), date (item 11), and print (item 12) his or her name on each form. For public schools, the principal or designated school district staff must sign (item 10), date (item 11), and print (item 12) his or her name on the form. Enter a daytime telephone number (item 13), which may be used to contact the individual signing each form. By signing the document, you are certifying the statement above items 10 -13 as true.

Use the Class Schedule portion of the Form AWI-VPK 11 to provide information regarding each unique class schedule which will be offered at the VPK site identified on the Form AWI-VPK 10. This portion of the Form AWI-VPK 11 includes spaces for up to four unique class schedules. If classes are offered at identical times on identical dates, they utilize the same class schedule (e.g., three classes are scheduled from 8:00am to 11:00am, Monday through Friday, starting on January 11, 2010). If classes are *not* offered at identical times on identical dates, they utilize unique class schedules which must be identified on this form.

Class Schedule. — Enter a letter, beginning with A and proceeding alphabetically through the alphabet for each unique class schedule. A letter corresponding to one of the unique class schedules identified will be used to complete item 2 of the Instructor portion of this form.

Program Type. — Check the appropriate box to identify whether the class schedule is for a school-year (540 instructional hours) or a summer (300 instructional hours) program type.

Start Date and End Date. — Enter the first day VPK instruction will be delivered for the class and the final day VPK instruction will be delivered for the class with the indicated schedule.

VPK days per week. — Check the box by the days of the week that VPK instruction will be delivered.

Times of VPK instruction. — Enter the times of VPK instruction for those days of the week that VPK instruction will be delivered.

Non-instructional dates between class start and end dates. — Enter the dates between the start date and end date which have been designated as VPK days per week on which VPK instruction will *not* be delivered. Vacations and holiday closures should be identified here (e.g., if VPK instruction is generally scheduled to be offered on Mondays, but you have chosen not to offer VPK on the third Monday in January 2010 in observance of Martin Luther King, Jr. Day, enter “January 18, 2010”).

Signature, Date and Printed Name — For private providers, the owner, director, or operator must sign, date, and print his or her name on each form. For public schools, the principal or designated school district staff sign, date, and print his or her name on each form. By signing the document, you are certifying the statement immediately above the signature line as true.

OFFICIAL USE ONLY —

Authorized coalition staff must complete the Official Use Only boxes adjacent to each instructor line in the following manner:

Screening, Credential, Lit training, GMC.— Check the “S” box if the coalition has ensured the instructor has been properly screened using Level 2 background screening and that the coalition has received proof that the screening did not reveal anything which would prohibit the individual from acting as a VPK instructor. Check the “C” box if the coalition has determined that the instructor currently holds a credential required to fill the role listed in item 4 and that the coalition has received proof of such credential. Check the “L” box if the coalition has confirmed the instructor has completed the required emergent literacy training and that the coalition has received proof of that training, if the instructor is a lead instructor. Check the “G” box if the coalition has received an attestation from the instructor that the instructor is of good moral character.

Changed by and Date — If a VPK provider submits written changes to the information on this form, enter the date any change is made and the name of the coalition staff member who makes the change. Revisions to the form made by coalition staff members should be evident (e.g., use a different color ink than used by the provider).

If written changes submitted by the VPK provider require substantial revision of the form, the coalition may require the provider to submit a revised Form AWI-VPK 11.

End date — If an instructor listed on this form is removed from a VPK class, enter the date on which the instructor last taught the VPK class and use a new line to enter information for a new instructor assigned to the VPK class.

Authorized coalition staff must complete the Official Use Only boxes at the bottom of the page in the following manner:

Process Agent and Date — The authorized coalition staff member who reviews this form and the associated attachments to determine if the instructors are eligible to teach VPK classes must sign and date each form when he or she completes the processing of this form.

Process Manager and Date — The authorized coalition process manager must sign and date this form to indicate that he or she has reviewed the work of the process agent and has determined that the form has been processed properly.

REQUIRED SUPPORTING DOCUMENTATION

PRIVATE PROVIDERS ONLY – You must submit written documentation of the following:

- Level 2 background screening clearances of credentialed and secondary instructors;
- Attestation of Good Moral Character;
- Local criminal records checks;
- Statewide criminal and juvenile records checks;
- Federal criminal records checks; and
- Credentials and emergent literacy training of credentialed instructors.

OFFICIAL USE ONLY —

Process Agent and Date — The authorized coalition staff member who reviews this form and the associated attachments to determine if the instructors are eligible to teach VPK classes must sign and date each form when he or she completes the processing of this form.

Process Manager and Date — The authorized coalition process manager must sign and date this form to indicate that he or she has reviewed the work of the process agent and has determined that the form has been processed properly.



Provider name (as on license or accreditation) or public school

Employer identification number (EIN)

I. INSTRUCTOR INFORMATION

Type or print in black or blue ink									Official Use Only		
1. Class ID	2. Class schedule	3. Full Name	4. Enter L/A/S	5. Cert.? Y/N	6. Qualifying credential	7. Highest degree	8. SSN*	9. Start Date	Screening, Credential, Lit training, GMC	Changed by & Date	End Date
1.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
2.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
3.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
4.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
5.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
6.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
7.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
8.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
9.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
10.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		
11.									S <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> G <input type="checkbox"/>		

I certify that:

- Each instructor listed above has submitted an attestation of good moral character, has completed a Level 2 background screening, is permitted to be employed under s. 435.06, F.S., and is not ineligible to teach in a public school because the instructor's educator certificate has been suspended or revoked;
- Each credentialed instructor listed above has the credentials and emergent literacy training required for the VPK program; and
- I have examined this form and, to the best of my knowledge and belief, the information provided is true and correct. If any of this information changes, I understand that the provider or school must promptly submit updated information that reflects the changes.

10. Signature of authorized representative	11. Date
12. Print name of authorized representative	13. Daytime phone

OFFICIAL USE ONLY			
Process Agent	Date	Process Manager	Date



Provider name (as on license or accreditation) or public school

Employer identification number (EIN)

Class Schedule (Enter letter) _____			Non-instructional dates between class start and end dates	
Program Type <input type="checkbox"/> School-year (540 hrs.) <input type="checkbox"/> Summer (300 hrs.)			Start date	End date
VPK days per week		Times of VPK instruction		
<input type="checkbox"/> Monday				
<input type="checkbox"/> Tuesday				
<input type="checkbox"/> Wednesday				
<input type="checkbox"/> Thursday				
<input type="checkbox"/> Friday				
<input type="checkbox"/> Saturday				
<input type="checkbox"/> Sunday				

Class Schedule (Enter letter) _____			Non-instructional dates between class start and end dates	
Program Type <input type="checkbox"/> School-year (540 hrs.) <input type="checkbox"/> Summer (300 hrs.)			Start date	End date
VPK days per week		Times of VPK instruction		
<input type="checkbox"/> Monday				
<input type="checkbox"/> Tuesday				
<input type="checkbox"/> Wednesday				
<input type="checkbox"/> Thursday				
<input type="checkbox"/> Friday				
<input type="checkbox"/> Saturday				
<input type="checkbox"/> Sunday				

Class Schedule (Enter letter) _____			Non-instructional dates between class start and end dates	
Program Type <input type="checkbox"/> School-year (540 hrs.) <input type="checkbox"/> Summer (300 hrs.)			Start date	End date
VPK days per week		Times of VPK instruction		
<input type="checkbox"/> Monday				
<input type="checkbox"/> Tuesday				
<input type="checkbox"/> Wednesday				
<input type="checkbox"/> Thursday				
<input type="checkbox"/> Friday				
<input type="checkbox"/> Saturday				
<input type="checkbox"/> Sunday				

Class Schedule (Enter letter) _____			Non-instructional dates between class start and end dates	
Program Type <input type="checkbox"/> School-year (540 hrs.) <input type="checkbox"/> Summer (300 hrs.)			Start date	End date
VPK days per week		Times of VPK instruction		
<input type="checkbox"/> Monday				
<input type="checkbox"/> Tuesday				
<input type="checkbox"/> Wednesday				
<input type="checkbox"/> Thursday				
<input type="checkbox"/> Friday				
<input type="checkbox"/> Saturday				
<input type="checkbox"/> Sunday				
Non-instructional dates between class start and end dates				

I certify that I have examined this form and, to the best of my knowledge and belief, the information provided is true and correct. If any of this information changes, I understand that the provider or school must promptly submit updated information that reflects the changes.

Signature of authorized representative	Date
Print name of authorized representative	
Process Agent	Date



I. PRIVATE PROVIDER / PUBLIC SCHOOL INFORMATION

Type or print in black or blue ink

1. <input type="checkbox"/> New application <input type="checkbox"/> Updated application		2. Provider name (as on DCF license or accreditation certificate)	
3. Employer identification number (EIN) ¹		4. DCF identification number (if applicable)	
5. Address of VPK site (number and street)			
6. City		7. County	8. ZIP+4 Code
9. Daytime Phone	10. Fax	11. Email (VPK site)	
12. Mailing address (if different than VPK site)			
13. City		14. County, State	15. Zip+4 Code
16. Owner or school district staff		17. Owner corporate name (if applicable)	18. Daytime phone

¹ NOTE.—See the Privacy Act Statement concerning EIN and social security numbers in the instructions accompanying this application.

II. TYPE OF SETTING AND LICENSING INFORMATION

19. Type of setting (check one):		
Licensed private providers: <input type="checkbox"/> Child care facility <input type="checkbox"/> Family day care home <input type="checkbox"/> Large family child care home <input type="checkbox"/> Private school	Non-licensed private providers (must be accredited, items 23, 24, and 25): <input type="checkbox"/> Faith-based child care (claims exemption under s. 402.316, F.S.) <input type="checkbox"/> Faith-based private school (claims exemption under s. 402.3025, F.S., or s. 402.316, F.S.) <input type="checkbox"/> Nonreligious private school (claims exemption under s. 402.3025, F.S.)	
	Public schools: <input type="checkbox"/> Public school (licensed or uses contractors) <input type="checkbox"/> Public school (exempt from licensure under s. 402.3025, F.S.)	
20. Specialized program types (if applicable): <input type="checkbox"/> Head Start <input type="checkbox"/> Charter school	21. District and school number (public school only)	22. Total child capacity

III. ACCREDITATION INFORMATION (for non-licensed providers)

If the provider is accredited by an accrediting agency that is a member of one of the three organizations listed below, submit written documentation of the accreditation (e.g., accreditation certificate). If not accredited by a member agency of those listed below, submit a copy of the official State of Florida Gold Seal certificate issued by the Department of Children and Family Services.

23. Accrediting agency is a member of: <input type="checkbox"/> National Council for Private School Accreditation <input type="checkbox"/> Commission on International and Trans-Regional Accreditation <input type="checkbox"/> Florida Association of Academic Nonpublic Schools <input type="checkbox"/> None of the above (Using Gold Seal)	24. Name of accrediting agency
	25. Expiration date

IV. DIRECTOR OR PRINCIPAL INFORMATION

26. Full name		27. Daytime phone	28. Email
Private Providers: Submit written proof of items 29-32	30. Director credential certificate number		
29. Director credential type: <input type="checkbox"/> VPK director credential <input type="checkbox"/> Child care facility director credential (if completed by December 31, 2006)	31. Credential issue date	32. Credential expiration date	
I have examined this application and, to the best of my knowledge and belief, the information provided is true and correct. If any of this information changes, I understand that the provider or school must submit updated information that reflects the changes.			
33. Signature of authorized representative		34. Date	
35. Print name of authorized representative		36. Daytime Phone	