

STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
PROVIDER AGREEMENT

I. PARTIES

1. **THIS AGREEMENT** is made and entered into this _____ day of _____, 20____, by and between the Early Learning Coalition of _____, with its principal offices located at _____ (hereinafter referred to as "COALITION") and _____, with its principal offices located at _____ (hereinafter referred to as "PROVIDER").

II. TERM OF AGREEMENT

2. This Agreement applies to the 20____-20____ VPK program year, including the 20____-20____ school year and summer 20____ programs. This Agreement shall begin 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 upon completion of all of the PROVIDER's VPK programs (*i.e.*, school-year program, summer program, or both programs) or August 31, 20____, whichever occurs first. The COALITION is not obligated to pay for costs incurred by the PROVIDER before the Agreement's beginning date or after its ending date.
3. The PROVIDER must complete and sign a new Agreement each subsequent program year to remain eligible to deliver the VPK program.

III. PROVIDER ELIGIBILITY

4. The PROVIDER certifies that it has registered with the COALITION by completing and submitting to the COALITION or the COALITION's contractor the Statewide Provider Registration Application (Form AWI-VPK 10) and Class Registration Application (Form AWI-VPK 11). If any information submitted in any of these applications changes, the PROVIDER agrees to notify in writing the COALITION or the COALITION's contractor immediately of the change.
5. This Agreement shall bind the successors, assigns, and legal representatives of the PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida. If the ownership or corporate structure of the PROVIDER changes, the current PROVIDER shall notify the COALITION within 10 calendar days before the change. In addition, whenever a signatory to the executed Agreement changes, a new Agreement must be executed.
6. The COALITION has reviewed the applications submitted by the PROVIDER and, based on the information submitted, has determined that the PROVIDER is eligible to deliver the VPK program during the program year specified in Paragraph 2.
7. Although the COALITION has determined that the PROVIDER is eligible to deliver the VPK program, the PROVIDER understands that the COALITION has an ongoing duty to verify the PROVIDER's compliance with the Florida Statutes, state rules, and procedures of the COALITION and the Agency for Workforce Innovation.

IV. PROGRAM REQUIREMENTS

8. The PROVIDER agrees to meet all requirements of the VPK program which are set forth in the Florida Statutes, state rules, and procedures of the COALITION and the Agency for Workforce Innovation, including, but not limited to, standards relating to instructional hours; credentials, training, and background screenings of prekindergarten instructors; minimum and maximum VPK class sizes; and developmentally appropriate curricula aligned with *Florida's Voluntary Prekindergarten Education Program Standards*.
9. The PROVIDER agrees to deliver one or both of the following programs:
 - a. A school-year program of at least 540 instructional hours under section 1002.55, Florida Statutes, or section 1002.63, Florida Statutes, for which each of the PROVIDER's VPK classes are composed of a minimum of 4 children enrolled in the VPK program (except as authorized by the Agency for Workforce Innovation's procedures*) but not more than a maximum of 18 children.
 - b. A summer program of at least 300 instructional hours under section 1002.61, Florida Statutes, for which each of the PROVIDER's VPK classes are composed of a minimum of 4 children enrolled in the VPK program (except as authorized by the Agency for Workforce Innovation's procedures) but not more than a maximum of 10 children.
10. The PROVIDER understands that it may organize its VPK classes to combine VPK children and non-VPK children (*i.e.*, blended classes*). If the PROVIDER organizes a class that combines VPK children and non-VPK children, the PROVIDER agrees that the class shall not exceed the total number of children permitted by Paragraph 9, counting both VPK children and non-VPK children.
11. The PROVIDER certifies, in accordance with section 1002.67(2)(b), Florida Statutes, that it shall use curricula to deliver the VPK program 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.myfloridaeducation.com/earlylearning/>); and
 - d. Prepare children to be ready for kindergarten.
12. The PROVIDER agrees that, if it is licensed under sections 402.301-402.319, Florida Statutes, and the VPK program requirements are more stringent than a staff-to-children ratio, square footage per child, or other requirement imposed under sections 402.301-402.319, Florida Statutes, the PROVIDER shall comply with the VPK program requirements. The PROVIDER further agrees, however, that it shall not violate any requirement imposed under sections 402.301-402.319, Florida Statutes.
13. If the PROVIDER is accredited by an accrediting association that is recognized under the Gold Seal Quality Care program pursuant to section 402.281, Florida Statutes, or is accredited by an accrediting association that is a member of the National Council for Private School Accreditation, the Commission on International and Trans-Regional Accreditation, or the Florida Association of Academic Nonpublic Schools pursuant to section 1002.55(3)(b)1., Florida Statutes, the PROVIDER agrees that it shall comply with the accrediting association's accreditation standards.
14. The PROVIDER agrees that the prekindergarten instructor(s) for each of its VPK classes must:
 - a. Have a signed affidavit of good moral character;
 - b. Have been background screened using the Level 2 screening standards (FBI, FDLE, and Local) in section 435.04, Florida Statutes, within the past 5 years;
 - c. Be permitted to be employed under section 435.06, Florida Statutes; and
 - d. Not be ineligible to teach in a public school because his or her educator certificate is suspended or revoked.

* AWI policies and procedures may be viewed at: <http://www.floridajobs.org/earlylearning/IMPI.html>.

15. The PROVIDER agrees that each of its VPK classes in a school-year (540 instructional hours) program under section 1002.55, Florida Statutes, or section 1002.63, Florida Statutes, if applicable, shall have for each class at least one of the following instructors:
- a. A prekindergarten instructor who:
 - i. Holds a child development associate (CDA) credential issued by the National Credentialing Program of the Council for Professional Recognition or a credential approved by the Florida Department of Children and Family Services under section 1002.55(3)(c)1.b., Florida Statutes, as being equivalent to the national CDA credential; and
 - ii. Has completed a training course approved by the Florida Department of Education under section 1002.59, Florida Statutes, in emergent literacy (if completed on or after October 1, 2005) or has completed training approved by the Florida Department of Children and Family Services under section 402.305(2)(d)5., Florida Statutes, section 402.316(6), Florida Statutes, or section 402.3131(5), Florida Statutes, in early literacy and language development (if completed before October 1, 2005); or
 - b. A prekindergarten instructor who holds one of the educational credentials (*i.e.*, associate's or higher degree) listed in section 1002.55(4), Florida Statutes, or an educational credential approved by the Florida Department of Education under section 1002.55(4)(e), Florida Statutes, as being equivalent to or greater than those educational credentials. In addition, the PROVIDER agrees that, for each VPK class composed of 11 or more children (see Paragraph 9a), the PROVIDER shall have a second adult prekindergarten instructor who meets the requirements provided in Paragraph 14 but who is not required to have the credentials or training required in this paragraph.
16. The PROVIDER agrees that each of its VPK classes in the summer (300 instructional hours) program under section 1002.61, Florida Statutes, if applicable, shall have for each class at least one prekindergarten instructor who:
- a. Is a certified teacher; or
 - b. Holds one of the educational credentials (*i.e.*, bachelor's or higher degree) listed in section 1002.55(4)(a) or (b), Florida Statutes.
17. The PROVIDER acknowledges that each private provider is required to have a prekindergarten director who has a director credential. The PROVIDER understands that the director must have one of the following director credentials:
- a. A prekindergarten director credential approved by the Florida Department of Education under section 1002.57, Florida Statutes, if the credential is issued after June 30, 2006, or after the department establishes the credential, whichever occurs last; or
 - b. 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 credential is issued on or before June 30, 2006, or before the Florida Department of Education establishes the prekindergarten director credential, whichever occurs last.

V. PROGRAM PERFORMANCE AND PROBATION

18. The PROVIDER understands that, in accordance with section 1002.69(5), Florida Statutes, the Florida Department of Education shall annually calculate each provider's kindergarten readiness rate, expressed as the percentage of VPK children who are assessed as ready for kindergarten. The kindergarten readiness rate shall be based exclusively on the results of the statewide kindergarten screening for children completing the VPK program.
19. The PROVIDER understands that, in accordance with section 1002.67(3)(c)1., Florida Statutes, if the PROVIDER's kindergarten readiness rate falls below the minimum rate adopted by the State Board of Education as satisfactory, the PROVIDER is required to submit for approval, and implement, an improvement plan.
20. The PROVIDER understands that, in accordance with section 1002.67(3)(c)2., Florida Statutes, if the PROVIDER's kindergarten readiness rate falls below the minimum satisfactory rate for 2 consecutive years, the PROVIDER shall be placed on probation and be required to take certain corrective actions for the VPK program, including, but not limited to, the use of a curriculum approved by the Florida Department of Education.

VI. CHILD ELIGIBILITY AND ENROLLMENT

21. The PROVIDER understands that the COALITION or the COALITION's contractor shall determine the eligibility of children for enrollment in the VPK Program and shall issue to each eligible child a Certificate of Eligibility (Form AWI-VPK 02). The PROVIDER agrees that it shall not admit a child in the VPK program unless the child has been determined eligible for the program by the COALITION or the COALITION's contractor.
22. The PROVIDER understands that each child's parent or guardian is responsible for finding an eligible private provider or public school to admit the child in the VPK program and that the COALITION shall not assign children to providers or schools.
23. The PROVIDER agrees that, upon deciding to admit a child in the VPK program, the PROVIDER shall notify the COALITION or the COALITION's contractor of the enrollment in accordance with procedures of the COALITION and the Agency for Workforce Innovation. The PROVIDER understands that it shall not be paid for a child who is not enrolled with the COALITION.
24. The PROVIDER understands that it may deliver the VPK program for children who reside in a Florida county other than the Florida county where the PROVIDER is located.
25. The PROVIDER agrees to follow the Agency for Workforce Innovation's procedures for delayed enrollments (*i.e.*, enrolling a child in the VPK program after part of the program instruction has been delivered for other children in the child's VPK class*).

VII. CHILD ATTENDANCE AND DISCIPLINE

26. The PROVIDER agrees that, in accordance with section 1002.71(6)(a), Florida Statutes, the PROVIDER shall provide a copy of its attendance policy in writing to the parent or guardian of each child upon enrollment of the child in the VPK program.
27. The PROVIDER agrees that, if it removes (*e.g.*, dismisses) a child from the VPK program, the PROVIDER shall, in accordance with the COALITION's procedures, submit to the COALITION or the COALITION's contractor documentation specifying reasons for removing the child from the program. The PROVIDER understands that, until the PROVIDER submits to the COALITION or the COALITION's contractor documentation specifying reasons for removing the child, the COALITION may withhold payment of funds for all children that the PROVIDER serves in the VPK program.
28. The PROVIDER agrees to document, in accordance with procedures of the COALITION and the Agency for Workforce Innovation, the daily attendance of each child enrolled with the PROVIDER in the VPK program.
29. The PROVIDER understands that, in accordance with section 1002.71(6)(b)2., Florida Statutes, the parent or guardian of each child in the VPK program must verify, each month, the child's attendance on the prior month's certified child attendance. The PROVIDER agrees, in accordance with procedures of the COALITION and the Agency for Workforce Innovation, to collect from each child's parent or guardian Form AWI-VPK 03S or Form AWI-VPK 03L (Student Attendance and Parental Choice Certificate) signed by the parent or guardian. The PROVIDER agrees to keep each original signed form for at least 2 years in accordance with section 1002.71(6)(b)3., Florida Statutes.

VIII. NONDISCRIMINATION

30. The PROVIDER understands that, in accordance with section 1002.53(6)(c), Florida Statutes, the PROVIDER may not discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK program, on the ground of race, color, or national origin.

* AWI policies and procedures may be viewed at: <http://www.floridajobs.org/earlylearning/IMPI.html>.

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.
32. The PROVIDER understands that, in accordance with section 1002.71(8)(b), Florida Statutes, the PROVIDER 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.

IX. COMPENSATION / FUNDING

33. The PROVIDER understands that, in accordance with section 1002.71(5)(b), Florida Statutes, the PROVIDER shall receive a prepayment each month based on the PROVIDER’s child enrollment in the VPK program. The PROVIDER further understands that prepayments shall be reconciled and adjusted based on actual child attendance in the program in accordance with the Agency for Workforce Innovation’s uniform attendance policy.*
34. The PROVIDER shall return to the COALITION any overpayment due to unearned funds or as result of error or funds disallowed under this Agreement. If the PROVIDER discovers an overpayment, the PROVIDER shall repay the overpayment within the timeframe specified by the COALITION without prior notification from the COALITION. If the COALITION discovers an overpayment, the COALITION shall notify the PROVIDER of the overpayment by mail. If repayment is not made by the date specified by the COALITION, the COALITION is entitled to withhold funds from the next month’s prepayment or payment.
35. The PROVIDER agrees that, if the end-of-year reconciliation results in a deficiency, the COALITION may withhold funds from any payments, including school readiness, owed to the PROVIDER to cover the deficiency. If the PROVIDER ceases to deliver the VPK program, the PROVIDER agrees to return the deficient funds. If the PROVIDER fails to return the deficient funds, the PROVIDER is subject to collection efforts.
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.
37. The PROVIDER agrees to follow all payment procedures adopted by the COALITION and the Agency for Workforce Innovation.
38. If the PROVIDER is a Head Start Agency, the PROVIDER understands that, in accordance with federal law, the PROVIDER’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)).
39. If the PROVIDER receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), the PROVIDER understands that, in accordance with federal law, the PROVIDER 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)).

X. NOTIFICATION

40. The PROVIDER agrees that it shall follow the notification requirements adopted by the COALITION for completing the class transfer of a child.
41. The PROVIDER agrees that it shall follow the notification requirements adopted by the COALITION for submitting written documentation given to the PROVIDER describing a child’s absences for “good cause.”

* AWI policies and procedures may be viewed at: <http://www.floridajobs.org/earlylearning/IMPI.html>.

42. The PROVIDER agrees that it shall follow the requirements adopted by the COALITION for notifying the COALITION of all changes in VPK class schedules.
43. The PROVIDER agrees that it shall follow the requirements adopted by the COALITION for notifying the COALITION of all changes in prekindergarten instructors and prekindergarten directors.
44. The PROVIDER agrees that it shall follow the notification requirements adopted by the COALITION for submitting written documentation demonstrating the temporary closure of the PROVIDER's VPK site which is beyond the PROVIDER's control.
45. The PROVIDER understands that failure to follow the COALITION's notification requirements is noncompliance with this Agreement and may result in corrective action under Paragraph 52.
46. Each of the COALITION's notification requirements described in Paragraphs 40-45 is listed in Attachment _____ and is part of this Agreement.

XI. MAINTENANCE OF RECORDS / CONFIDENTIALITY

47. The PROVIDER agrees that it shall keep all VPK records of a child (except as allowed in Paragraph 29) for at least 3 years after the child's last day of attendance, and records of a prekindergarten instructor or prekindergarten director for at least 3 years after the employee's last day of employment (except as required by the Agency for Workforce Innovation's procedures*) or, to the extent required, in accordance with the retention schedules and disposal process adopted under section 119.021(2), Florida Statutes, whichever is greater.
48. The PROVIDER understands that, in accordance with section 1002.72, Florida Statutes, records of children enrolled in the VPK program are confidential. The PROVIDER shall keep all VPK records confidential and disclose the records only in accordance with law. The PROVIDER shall follow the Florida Public Records Act (chapter 119, Florida Statutes) and other applicable laws regarding disclosure of any confidential information received by the State of Florida, the Agency for Workforce Innovation, or the COALITION.
49. The PROVIDER understands that a parent of a VPK child has the right to inspect and review the individual records of his or her child and obtain a copy of the records.

XII. COMPLIANCE VERIFICATION

50. The PROVIDER shall permit the COALITION, the COALITION's contractor, or the Agency for Workforce Innovation, at any reasonable time, to enter the PROVIDER's VPK program site to verify the PROVIDER's compliance with this Agreement and with the 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. This paragraph does not authorize the COALITION to enforce licensing requirements under sections 402.301-402.319, Florida Statutes, or impose any requirement beyond this Agreement and the requirements of the VPK program as set forth in the Florida Statutes, state rules, and procedures.
51. The PROVIDER shall allow the COALITION, the COALITION's contractor, or the Agency for Workforce Innovation, to inspect and copy the records maintained by the PROVIDER concerning the VPK program, prekindergarten instructors, prekindergarten directors, and VPK children.
52. The COALITION may require the PROVIDER to submit corrective action plans for noncompliance under this Agreement.
53. The PROVIDER's noncompliance with any term in this Agreement may result in the COALITION withholding funds.

* AWI policies and procedures may be viewed at: <http://www.floridajobs.org/earlylearning/IMPI.html>.

54. The COALITION shall notify the PROVIDER in writing of any financial penalties. The COALITION may deduct the amount of the penalty from invoices submitted by the PROVIDER.

XIII. TERMINATION

55. The PROVIDER and the COALITION may agree to terminate this Agreement by mutual agreement. Notice of termination must be given, 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.
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.
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.
58. If funds required to finance this Agreement become unavailable, the COALITION may terminate this Agreement with prior written notice of at least 24 hours before termination. This notice of termination due to lack of funds must be delivered in person with proof of delivery or by certified mail with return receipt requested. The COALITION is the final authority as to the availability of funds. The COALITION shall not reallocate funds earmarked for this Agreement to another program, thereby causing the "lack of funds." In the event of termination of this Agreement, the PROVIDER shall be paid for the instructional hours completed through the termination date.
59. Any obligation for payment under this Agreement is contingent upon an annual appropriation by the Legislature. If the funds upon which this Agreement depends are withdrawn or redirected, the Agreement is terminated and the COALITION has no further liability to the PROVIDER beyond payment for the instructional hours completed through the termination date.

XIV. DISPUTE RESOLUTION

60. The PROVIDER agrees to submit any disputes or disagreements concerning this Agreement in writing to the COALITION or the COALITION's contractor. The COALITION agrees to respond to the dispute or disagreement within 10 business days after receiving the dispute or disagreement. If the PROVIDER is dissatisfied with the response, the COALITION agrees to allow the PROVIDER to bring the dispute or disagreement before a quorum of the membership of the COALITION or a standing committee of the coalition composed exclusively of voting members for a final decision.

XV. INDEMNIFICATION

61. The PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and shall fully 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.

* AWI policies and procedures may be viewed at: <http://www.floridajobs.org/earlylearning/IMPI.html>.

XVI. SEVERABILITY

62. 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.

XVII. AMENDMENTS

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

XVIII. EXECUTION OF AGREEMENT

The PROVIDER 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