

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 _____ (“COALITION”), and _____ (hereinafter referred to as “PROVIDER”), with its principal offices located at _____. If PROVIDER is a school district executing a single Agreement on behalf of multiple public school VPK providers, a list of the public school VPK providers with which the COALITION enters into this Agreement and their physical addresses are included in Attachment _____. If PROVIDER is the owner of multiple private providers or multiple sites executing a single Agreement on behalf of multiple private VPK providers or multiple VPK sites, a list of the VPK providers or VPK sites and their physical addresses are included in Attachment _____.
2. This Agreement applies to the 20____-20____ Voluntary Prekindergarten Education (VPK) program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer 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 upon completion or termination of all PROVIDER’s VPK program year programs eligible to be offered under this Agreement. PROVIDER will not receive payment for VPK services before this Agreement is fully executed by both parties or after expiration of the Agreement.
3. PROVIDER certifies that each location at which PROVIDER 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 PROVIDER offers the VPK Program. PROVIDER agrees that failure to comply with all of the qualifications and requirements for offering the VPK program at all times at any location at which PROVIDER offers the VPK program may result in ineligibility to offer the VPK program at that location and termination of this Agreement in whole or in part. In the event PROVIDER has executed this Agreement on behalf of multiple public school VPK providers, private VPK providers, or private VPK sites, and fails to ensure compliance with all qualifications and requirements for offering the VPK program at one or more locations listed in Attachment _____, the COALITION may demonstrate termination of this Agreement with respect to that location by striking through the location after following the termination processes outlined in this Agreement. This Agreement will remain in force and effect as to all locations in Attachment _____ which are not stricken.
4. This Agreement binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Florida’s Office or Early Learning (the Office), or COALITION. If the ownership or corporate structure of PROVIDER changes, PROVIDER must notify COALITION 14 calendar days before the change so that COALITION may obtain the appropriate forms and information.

II. PROVIDER ELIGIBILITY

5. PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION within 14 calendar days of any change of the information submitted on those forms. PROVIDER is encouraged to notify COALITION prior to implementing changes as changes may result in PROVIDER’s failure to comply with all VPK qualifications and requirements.
6. COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER is currently eligible to deliver the VPK program. COALITION shall return a fully executed copy of this Agreement to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK program. PROVIDER shall not offer the VPK program prior to receiving a fully executed copy of this Agreement from COALITION.
7. PROVIDER 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 PROVIDER and COALITION;
 - b. Has provided documentation to be maintained in the files of PROVIDER and 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. PROVIDER certifies that it has a prekindergarten director, if required by section 1002.57, Florida Statutes, who has one of the following credentials at each VPK site for the majority of hours in which VPK instructional hours are being delivered:
- 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 AND LOW PERFORMING PROVIDERS

9. PROVIDER 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 PROVIDER'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. PROVIDER 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. PROVIDER understands that, in accordance with section 1002.69(5), Florida Statutes, the Florida Department of Education will annually issue kindergarten readiness rates. PROVIDER understands that if it, or any of its public school VPK providers or private VPK providers, 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, PROVIDER must ensure an improvement plan and/or annual progress report is submitted in accordance with rules adopted by the Florida's Office of Early Learning. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) four consecutive times, PROVIDER may be removed from eligibility to offer the program type.

IV. CHILD ELIGIBILITY, ENROLLMENT, AND ATTENDANCE

12. PROVIDER understands that COALITION has ultimate responsibility for determining the eligibility of students enrolling in the VPK program. PROVIDER shall not admit a student into its VPK program without authorization from COALITION which shall generally be provided through a Certificate of Eligibility.
13. PROVIDER agrees that PROVIDER will notify COALITION upon admitting a student to PROVIDER's VPK program class in accordance with the procedures of COALITION and the rules of the Florida's Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Office.

14. PROVIDER certifies that PROVIDER 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 PROVIDER's VPK program.
15. PROVIDER certifies that, if it chooses to remove a student admitted to PROVIDER's VPK program class(es), PROVIDER will submit to COALITION documentation specifying reasons for removing the student from the class within 14 days of the removal in accordance with COALITION's notification procedures.
16. PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK program class(es) in accordance with rules of the Florida's Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
17. PROVIDER 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. PROVIDER 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 PROVIDER's VPK program class(es) in accordance with the rules of the Florida's Office of Early Learning.

V. NONDISCRIMINATION AND PARENT PAYMENT

18. PROVIDER agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, PROVIDER 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. PROVIDER agrees that, in accordance with section 1002.71(8)(a), Florida Statutes, 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. PROVIDER may not require a fee or payment as a condition of enrollment or participation in the VPK program.
20. PROVIDER agrees that, in accordance with section 1002.71(8)(b), Florida Statutes, 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. PROVIDER agrees to schedule all VPK hours offered for any VPK class in a fashion which ensures that parents are not constructively required to enroll students in supplemental services or pay any fee or charge.
21. PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK program instruction to a student, PROVIDER may not require the student's parent or guardian to pay for the services.

VI. COMPENSATION AND FUNDING

22. PROVIDER agrees that PROVIDER 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.
23. PROVIDER 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.
24. PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Florida's Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK program class(es) by checking the following box:

PROVIDER understands that payments will be reconciled and adjusted in accordance with the rules of the Office.

25. PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK program in accordance with the rules of the Office.
26. PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER may be subject to collection efforts.
27. If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, 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)).
28. If PROVIDER receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), PROVIDER understands that, in accordance with federal law, 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)).

VII. NOTIFICATION

29. PROVIDER agrees that it will comply with each of COALITION's notification requirements listed in Attachment _____ for the purpose of:
 - a. Providing notice of class transfers of children at the same provider location;
 - b. Providing notice of changes to information provided on Forms OEL-VPK 10 and OEL-VPK 11;
 - c. Providing notice of changes to class calendars;
 - d. Submitting written documentation demonstrating temporary closure and subsequent reopening; and
 - e. Providing notice and documentation of dismissal of students.
30. PROVIDER understands that failure to follow COALITION's notification requirements is noncompliance with this Agreement and may result in corrective action under Paragraph 41.

VIII. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

31. PROVIDER 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. PROVIDER 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. PROVIDER agrees that it will release the records of students enrolled in the VPK program to COALITION, COALITION's representative or agent, and/or the Office upon request. PROVIDER 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.
32. PROVIDER 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: five (5) 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; until all investigations to which the records are pertinent have been resolved; or the time period established under the retention schedules and disposal process adopted under section 119.021(2), Florida Statutes.
33. 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 32., 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 32. to COALITION, in a manner and form to be determined by COALITION, no later than the close of business on the day PROVIDER ceases to offer the VPK program.

34. PROVIDER shall provide complete and accurate information and data regarding the VPK program and students enrolled in PROVIDER's VPK program class(es) to COALITION and/or the Office upon request.

IX. COMPLIANCE VERIFICATION

35. If PROVIDER 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 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.
36. PROVIDER is a (check one):
 Public school district which chooses to monitor its public school VPK providers .
 Public school district which designates COALITION to monitor its public school VPK providers.
 Private VPK provider which will be monitored by COALITION.
37. If PROVIDER is monitored by COALITION, PROVIDER must permit COALITION, COALITION's representative or agent, or the Office, at any reasonable time, to enter PROVIDER's VPK program site(s) to verify 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 to enforce licensing requirements established by the Department of Children and Family Services, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Agreement.

X. TERMINATION AND NONCOMPLIANCE

38. PROVIDER and COALITION may mutually agree to terminate this Agreement or PROVIDER may unilaterally terminate this Agreement for any reason. PROVIDER must ensure that COALITION is notified at least 14 calendar days before PROVIDER terminates this Agreement so that COALITION can make arrangements for uninterrupted services for children admitted in PROVIDER's VPK program class(es). PROVIDER 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 PROVIDER will cease to offer the VPK program and ensure the parent or guardian receives a student reenrollment form.
39. 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, PROVIDER shall be paid in accordance with rule 6M-8.204, F.A.C., for the instructional hours completed prior to termination of the Agreement.
40. PROVIDER agrees that COALITION may require corrective action, withhold funds, or terminate this Agreement if PROVIDER fails to comply with the requirements of statute, rule, or this Agreement.
41. COALITION must notify 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 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 PROVIDER completes the corrective action. If PROVIDER fails to complete the corrective action, COALITION may permanently withhold funds for the period PROVIDER was not in compliance after notifying 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.
42. COALITION may terminate this Agreement if PROVIDER fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of PROVIDER substantially impair the provision of VPK instruction. COALITION shall notify 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. 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.

- 43. Notwithstanding any other provision of this Agreement, COALITION may immediately terminate this Agreement upon revocation/termination of PROVIDER's licensure or accreditation. 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 PROVIDER's VPK class(es) is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

XI. DISPUTE RESOLUTION

- 44. PROVIDER agrees to give COALITION the opportunity to address any disputes or disagreements concerning this Agreement by providing notice of the dispute in writing to COALITION. 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 PROVIDER does not agree to the proposed method for resolution or if COALITION fails to comply with the time requirements above, PROVIDER and COALITION agree to address the dispute or disagreement before a quorum of COALITION's board of directors or a committee of COALITION which is authorized to take final action on behalf of COALITION's board of directors.

XII. INDEMNIFICATION

- 45. PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and must indemnify, defend, and hold harmless COALITION, the Office, 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 PROVIDER is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

XIII. SEVERABILITY

- 46. 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.

XIV. AMENDMENTS

- 47. 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 Florida's Office of Early Learning. Requests to amend this agreement, including requests to use attachments or exhibits, shall be submitted to the Florida's Office of Early Learning at the email address: OELPOLICY@oel.myflorida.com.

XV. EXECUTION OF AGREEMENT

PROVIDER and COALITION have caused this Agreement to be executed as of the date set forth in Paragraph 1:

<input type="checkbox"/> By Electronic Signature <hr/> Signature of Authorized Coalition Representative Date <hr/> Print Name and Title	<input type="checkbox"/> By Electronic Signature <hr/> Signature of Authorized Provider Representative Date <hr/> Print Name and Title
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