



STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION
PROGRAM
2009-2010 ADDENDUM
TO STATEWIDE
PROVIDER AGREEMENT

I. PARTIES

1. **THIS ADDENDUM** to the Statewide Provider Agreement for the Voluntary Prekindergarten Education Program 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 ADDENDUM

2. This is an Addendum to the Statewide Provider Agreement executed by the COALITION and the PROVIDER on the _____ day of _____, 20____. This Addendum applies to the 2009-2010 program year.
3. The PROVIDER must complete and sign this addendum to be eligible to deliver the VPK program during the 2009-2010 if the PROVIDER completed Form AWI-VPK 20 (2/14/2007) Statewide Provider Agreement.
4. This Addendum does not replace, but supplements, the terms and conditions of the State of Florida Voluntary Prekindergarten Education Program Statewide Provider Agreement (Form AWI-VPK 20) dated 2/14/2007, except in those cases where this Addendum explicitly states that language in the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced.
5. This Addendum shall bind the successors and legal representatives of the PROVIDER and 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 authorized representative of the PROVIDER shall notify the COALITION 14 calendar days before the change. In addition, whenever a signatory to the executed Addendum changes, a new Addendum must be executed.

III. PROVIDER ELIGIBILITY

6. Paragraph 4 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: 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 within 14 calendar days of the change or by the COALITION'S adopted policy referenced in Paragraph 46.

IV. PROGRAM REQUIREMENTS

7. Paragraph 9 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The PROVIDER agrees to deliver one or both of the following programs:
 - a. A school-year program of 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 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.
8. The PROVIDER agrees that for payment purposes its class schedules must not exceed 540 instructional hours for the school-year program and must not exceed 300 instructional hours for the summer program.
9. Paragraph 13 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The PROVIDER agrees that it must comply with the accrediting association's accreditation standards if the PROVIDER is accredited by an accrediting association and that association is recognized under the Gold Seal Quality Care program pursuant to section 402.281, Florida Statutes, or if the PROVIDER is accredited pursuant to section 1002.55(3)(b)1., Florida Statutes, 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 and that association has written accreditation standards that meet or exceed the state's licensing requirement under section 402.305, section 402.313, or section 402.3131, Florida Statutes, and require at least one on-site visit to the provider or school before accreditation is granted.

V. PROGRAM PERFORMANCE AND PROBATION

10. Paragraph 19 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The PROVIDER understands that, in accordance with section 1002.67(3)(c)1., Florida Statutes, if the PROVIDER's is deemed a low-performing provider by the State Board of Education, the PROVIDER must submit an improvement plan and periodic progress reports. Failure to do so may result in the termination of this agreement. If the PROVIDER is required to submit an improvement plan initial here: _____. If the PROVIDER has submitted its improvement plan, initial here: _____.
11. Paragraph 20 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: 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 of the same program type (i.e. school-year or summer), the PROVIDER must be placed on probation and as part of that probation be required to take certain corrective actions for the VPK program, including submitting a new improvement plan and the use of a curriculum package approved by the Florida Department of Education. The PROVIDER must provide proof of purchase of the approved curriculum package (which includes supplemental material) and attach the proof of purchase as Exhibit ____ of this agreement. To view a complete list of approved curriculums please visit the Department of Education website at: <http://vpk.fldoe.org/earlylearning>.

VI. CHILD ATTENDANCE AND DISCIPLINE

12. The PROVIDER agrees to certify the monthly attendance and the annual cumulative attendance for each child enrolled in the provider's VPK program. The PROVIDER agrees that after certifying the annual cumulative attendance for each child that the certified annual cumulative attendance may not be disputed for payment purposes.

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

VII. NONDISCRIMINATION

13. Paragraph 31 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: 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. The PROVIDER further understands that the PROVIDER may not require payment of fees or charge for services for a child who attends the VPK program outside the instructional hours unless that fee or charge is through an agreement for supplemental services (*e.g.*, "extended-day," "extended-year," "wrap-around," or "full-day" services). The PROVIDER may not require a fee or payment as a condition of enrollment in the VPK program.
14. The PROVIDER understands that, in accordance with section 1002.71(8)(a), Florida Statutes, the PROVIDER may not interrupt VPK instruction time with non-VPK service time for a single VPK class during the same day, except when the PROVIDER does not require payment of fees or charge for services for the non-VPK service time in between the VPK instruction time.

VIII. COMPENSATION / FUNDING

15. Paragraph 34 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The PROVIDER must 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 must repay the overpayment within the timeframe specified by the COALITION without prior notification from the COALITION. If the COALITION discovers an overpayment, the COALITION must 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 in accordance with the provisions of the COALITION's notification requirements and procedures included as Exhibit ____ of this addendum.
16. The PROVIDER understands that in accordance with Rule 60BB-8.305, the COALITION may not pay the PROVIDER the final payment for the VPK program year until the PROVIDER submits a final verification of the annual cumulative attendance of each child enrolled in the PROVIDER's VPK program, which certifies the paid hours of attendance of each child enrolled for the program year, in a manner prescribed by the Deputy Director of Early Learning. The PROVIDER understands that it must adhere to the COALITION's policies and procedures included as Exhibit ____ of this agreement for submitting final verification.

IX. MAINTENANCE OF RECORDS / CONFIDENTIALITY

17. Paragraph 47 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The PROVIDER agrees that it must keep all VPK records of a child (except as allowed in Paragraph 29), regardless of whether the PROVIDER continues to offer a VPK program, 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.
18. The PROVIDER agrees that it must notify the COALITION of any plans or decision to close the business prior to the closure of the business. Prior to the PROVIDER ceasing to do business it must transfer all VPK records provided for in Paragraphs 29 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 and Paragraph 17 above to the COALITION in a manner and form to be determined by the COALITION.

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

X. TERMINATION

19. The PROVIDER understands that the COALITION may remove the PROVIDER from the VPK Program and terminate this Addendum at any time, with or without prior notice, if the PROVIDER does not continue to meet the eligibility requirements for the VPK Program or violates the statutory requirements of the VPK Program or the provisions of rule 60BB-8 Voluntary Prekindergarten Program, Florida Administrative Code. Termination of this Addendum does not terminate the State of Florida Voluntary Prekindergarten Education Program Statewide Provider Agreement.

XI. INDEMNIFICATION

20. 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.

XII. EXECUTION OF ADDENDUM

The PROVIDER has caused this Addendum 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 Addendum 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