



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/794-2221 Fax: 813/794-2111

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352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

October 19, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: State of Florida Voluntary Prekindergarten Education Program Office of Early Learning Agreement

The attached contract is for services with the District's Voluntary Prekindergarten and the State of Florida Voluntary Prekindergarten Education Program Office of Early Learning. The contract provides Voluntary Prekindergarten (VPK) education opportunities as a blended model during the school year with the District's Head Start program, Prekindergarten Exceptional Student Education program and Title I, Part A. All cost incurred will be paid through the Voluntary Prekindergarten Program State Funding. The contract has been reviewed and approved by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the attached contract. The contract will cover the 2010 – 2011 school year and summer program. Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/dsr

Attachment



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Memo # PRK-008-10/11

Contact: Beth E. Rawls *BER*

Ext.# 42732

DATE: October 19, 2010

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Heather Fiorentino, Superintendent
Ruth B. Reilly, Assistant Superintendent for Curriculum and Instructional Services

SUBJECT: **Voluntary Prekindergarten (VPK) Provider Agreement with Addendum**

Introduction

The District provides Voluntary Prekindergarten (VPK) education opportunities as a blended model during the school year with our Head Start program, Prekindergarten Exceptional Student Education program and Title I, Part A. Additionally, the District is required to offer VPK to all qualifying children during the summer.

Description

In order to receive funding for this program, the District is required to enter into a VPK Provider Agreement (state forms AWI-VPK 20 & 27) with the Agency for Workforce Innovation (AWI). The Language of the VPK Provider Agreement has been reviewed, modified and approved by the District and the Early Learning Coalition of Pasco and Hernando Counties.

Action Requested

Approval of the Voluntary Prekindergarten Provider Agreement for the 2010-11 school year and summer program is requested.

Recommendation

The staff respectfully requests the approval of the Voluntary Prekindergarten Provider Agreement for the 2010-11 school year and summer program.



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 10/14/10



**STATE OF FLORIDA
 VOLUNTARY PREKINDERGARTEN
 EDUCATION PROGRAM
 STATEWIDE PROVIDER AGREEMENT**



I. PARTIES

1. **THIS AGREEMENT** is made and entered into this 13 day of July, 2010, by and between the Early Learning Coalition of PASCO + HERNAND COUNTIES, with its principal offices located at 15506 COUNTY LINE RD., SPRING HILL, FL (hereinafter referred to as "COALITION") and THE DISTRICT SCHOOL BOARD OF PASCO COUNTY, with its principal offices located at 7227 LAND O'LAKES BLVD., LAND O'LAKES, FL (hereinafter referred to as "PROVIDER").

II. TERM OF AGREEMENT

- 2. This Agreement applies to the 2010-2011 VPK program year, including the 2010-2011 school year and summer 2011 programs. This Agreement shall begin on 8/16/2010, 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, 2011, 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.

CONTRACT REVIEWED
 AND APPROVED:
Kelly 10-5-10



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>.

CONTRACT REVIEWED
AND APPROVED:
Kdy 10-5-10

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 child care facility director credential approved by the Florida Department of Children and Family Services under section 402.305(2)(f), Florida Statutes; and
 - b. A VPK director endorsement 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).

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 or substantially similar form). 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*).

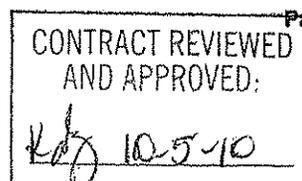
VII. CHILD ATTENDANCE AND DISCIPLINE

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 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.* The PROVIDER further understands that, if the PROVIDER and the COALITION mutually agree in writing, instead of receiving prepayments, the PROVIDER shall receive a payment each month based on reimbursement for actual child attendance in the program.
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.

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

CONTRACT REVIEWED
AND APPROVED:

Kdy 10-5-10

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."
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 NA and is part of this Agreement. BR

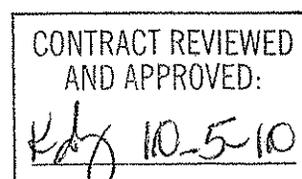
XI. MAINTENANCE OF RECORDS / CONFIDENTIALITY

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.

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



53. The PROVIDER's noncompliance with any term in this Agreement may result in the COALITION withholding funds.
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.

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



XV. INDEMNIFICATION

61. The PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and shall 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 is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

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.

CONTRACT REVIEWED
AND APPROVED:
[Signature]
10/5/10

shall be construed as a waiver by the DISTRICT or Coalition of sovereign immunity or of any rights secured by section 768.28, Florida Statutes.

XIII. FACILITY LOCATIONS

29. The DISTRICT will provide the VPK program at the following locations during the term of this agreement (if the space provided is not sufficient please include as separate attachment identifying the program locations):

School Name: _____
Address: _____
City: N/A _____
State: FL _____
Zip Code: _____

School Name: _____
Address: _____
City: N/A _____
State: FL _____
Zip Code: _____

School Name: _____
Address: _____
City: N/A _____
State: FL _____
Zip Code: _____

XIV. EXECUTION OF AGREEMENT

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

Beth Rawls _____ 7/13/2010
Beth Rawls Date
Director of Prekindergarten Services
District School Board of Pasco County

Betsy Kier _____ 7/13/2010
Betsy Kier Date
Assistant Executive Director
Early Learning Coalition of Pasco & Hernando

Alexander Schoder vice-chairperson 9/22/10
Head Start Policy Council Chairman Date

Allen Altman Date
School Board Chairman
District School Board of Pasco County

CONTRACT REVIEWED
AND APPROVED:
KJ 10-5-10



**STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION
PROGRAM
2009-2010 PUBLIC SCHOOL 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 13 day of JULY, 2010, by and between the Early Learning Coalition of PASCO + HERNANDO COUNTIES, with its principal offices located at 15506 COUNTY LINE RD., SPRING HILL, FL (hereinafter referred to as "COALITION") and the DISTRICT SCHOOL BOARD OF PASCO COUNTY, with its principal offices located at 7227 LAND O' LAKES BLVD., LAND O' LAKES, FL (hereinafter referred to as "DISTRICT").

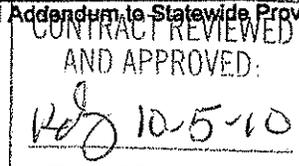
II. TERM OF ADDENDUM

2. This is an Addendum to the Statewide Provider Agreement executed by the COALITION and the DISTRICT on the 13 day of JULY, 2010. This Addendum applies to the 2010-2011 program year.
3. The DISTRICT must complete and sign this addendum to be eligible to deliver the VPK program during the 2010-2011 if the DISTRICT 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 DISTRICT and any legal entity that succeeds to the obligations of the STATE of FLORIDA. If the leadership or executive management structure of the DISTRICT changes, the current authorized representative of the DISTRICT 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 DISTRICT 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 DISTRICT 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 4c:~~

IV. PROGRAM REQUIREMENTS



- 7. Paragraph 5 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: This Agreement binds the successors and legal representatives of the DISTRICT and of any legal entity that succeeds to the obligations of the State of Florida. If the leadership or executive management structure of the DISTRICT changes, the current authorized representative of the DISTRICT must 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. *after*
- 8. Paragraph 9 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT 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 DISTRICT'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 DISTRICT'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~~ *12* children.
- 9. The DISTRICT 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.
- 10. Paragraph 12 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby deleted.
- 11. Paragraph 13 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby deleted.
- 12. Paragraph 14 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT agrees that the public school's/provider's prekindergarten instructor(s) for each of its VPK classes must:
 - a. Must be of good moral character as documented by the school district; and either,
 - b. Have been screened in accordance with the provisions of section 1012.315, Florida Statutes; or,
 - c. In the event a DISTRICT contracts with a private provider, be screened in accordance with section 435.04, Florida Statutes within the last five years.
- 13. Paragraph 17 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby deleted.

V. PROGRAM PERFORMANCE AND PROBATION

- 14. Paragraph 19 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT understands that, in accordance with section 1002.67(3)(c)1., Florida Statutes, if the DISTRICT's public school(s) or provider(s) is deemed a low-performing provider by the State Board of Education, the DISTRICT must submit an improvement plan and periodic progress reports. Failure to do so may result in the termination of this agreement. If the DISTRICT's public school (s) or provider(s) is required to submit an improvement plan initial here: *as provided in state statute 1002.67(3)(c)*. In the DISTRICT's public school (s) or provider(s) has submitted its improvement plan initial here: *as provided in state statute 1002.67(3)(c)*.
- 15. Paragraph 20 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT understands that, in accordance with section 1002.67(3)(c)2., Florida Statutes, if

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

the DISTRICT's public school(s) or 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 DISTRICT's public school(s) or provider(s) 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 DISTRICT must provide proof of the purchase of the approved curriculum package (which includes supplemental material) and attach the proof of purchase as Exhibit NS of this agreement. To view a complete list of approved curriculums please visit the Department of Education website at: <http://vpk.fldoe.org/earlylearning>.

Handwritten initials/signature

VI. CHILD ATTENDANCE AND DISCIPLINE

- 16. The DISTRICT agrees that the proper excused absence documentation will be maintained on file by the SCHOOL DISTRICT for at least 2 years after a child's last day of attendance in the Voluntary Prekindergarten Program and that the Agency for Workforce Innovation and the COALITION are allowed to inspect the documentation during normal hours of operation.
- 17. The DISTRICT understands that the COALITION will not require the SCHOOL DISTRICT to submit a copy of excused absence documentation (hereinafter referred to as "Parent Excuse Notes") to the COALITION in order for excused absences to be payable if the DISTRICTS VPK program is conducted in a public school setting as defined in s. 1002.61 and 1002.63.
- 18. The DISTRICT attests that as of 7/16 2010 it has implemented policies and procedures to obtain and maintain on file, in an orderly fashion acceptable to the COALITION, Parent Excuse Notes for VPK program participants.
- 19. The DISTRICT agrees to provide training to the DISTRICT's designated Voluntary Prekindergarten Education Program contact and all necessary staff on its policies and procedures to implement the provisions of this section.
- 20. The DISTRICT agrees to certify the monthly attendance and the annual cumulative attendance for each child enrolled in the provider's VPK program. The DISTRICT agrees that after certifying the annual cumulative attendance for each child that the certified annual cumulative attendance may not be disputed for payment purposes.

VII. NONDISCRIMINATION

- 21. Paragraph 31 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT understands that, in accordance with section 1002.71(8)(a), Florida Statutes, each of its public schools or providers 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 DISTRICT further understands that the DISTRICT's public school(s)/provider(s) may not require payment of fees or charge for services for a child who attends the VPK program outside the instruction 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).
- 22. The DISTRICT understands that, in accordance with section 1002.71(8)(a), Florida Statutes, the DISTRICT's public school(s)/provider(s) may not interrupt VPK instruction time with non-VPK service time for a single VPK class during the same day, except where the DISTRICT's public school(s)/provider(s) does not charge the parent/guardian for the non-VPK time in between the VPK instruction time.

VIII. COMPENSATION / FUNDING

- 23. Paragraph 34 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT must return to the COALITION any overpayment due to unearned funds or as result of error or funds disallowed under this Agreement. If the DISTRICT discovers an overpayment, the DISTRICT 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 DISTRICT 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

CONTRACT REVIEWED
AND APPROVED:
Handwritten signature and date: 10-5-10

prepayment or payment in accordance with the provisions of the COALITION's notification requirements and procedures included as Exhibit NA of this agreement

- 24. The DISTRICT understands that in accordance with RULE 60BB-8.305, the COALITION may not pay the DISTRICT the final payment for the VPK program year until the DISTRICT submits a final verification of the annual cumulative attendance of each child enrolled in the DISTRICT'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 NA of this agreement for submitting final verification.

IX. COMPLIANCE VERIFICATION

- 25. Paragraph 50 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT, its public school(s) or provider(s) in the event it opts to decline to monitor the compliance of its public schools or providers with the terms of this agreement in accordance with the provisions of Paragraph 19 in the Voluntary Prekindergarten Education Program 2009-2010 Public School Addendum to the Statewide Provider Agreement agrees that it must permit the COALITION, the COALITION's contractor, or the Agency for Workforce Innovation, at any reasonable time and in accordance with section 1012.465(1), Florida Statutes, where applicable, to enter the DISTRICT's VPK program site(s) to verify the DISTRICT'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.

X. MONITORING

- 26. The DISTRICT understands that it may choose to monitor the compliance of its public schools or providers with the terms of this agreement by signing here: Beth G. Lawle; the DISTRICT agrees to submit to the COALITION monitoring reports at a frequency determined by the COALITION. If the DISTRICT chooses to decline responsibility for monitoring the compliance of its public schools or providers with the terms of this agreement it must sign here: Beth G. Lawle; by declining responsibility for monitoring, the DISTRICT agrees that the COALITION will monitor the compliance of the DISTRICT's public schools or providers with the terms of this agreement.

XI. DISPUTE RESOLUTION

- 27. Paragraph 60 of the Voluntary Prekindergarten Education Program Statewide Provider Agreement dated 2/14/2007 is hereby replaced with the following: The DISTRICT 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 DISTRICT is dissatisfied with the response, the COALITION agrees to allow the DISTRICT 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. Once the Coalition has made its final decision, either party may then choose to pursue the matter through other legal recourse that may be available.

XII. INDEMNIFICATION

Attachment "A" incorporated herein [Signature]

- 28. ~~The DISTRICT is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and must 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 DISTRICT its agents, employees, partners, contractors, or subcontractors. Nothing herein~~

Attachment A – VPK Program

Replaces Paragraph 28

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.

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WJ 10-5-10

XVII. EXECUTION OF AGREEMENT

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

Beth Rawls 7/13/2010
Beth Rawls Date
Director of Prekindergarten Services
District School Board of Pasco County

Betsy Kier 7/13/2010
Betsy Kier Date
Assistant Executive Director
Early Learning Coalition of Pasco & Hernando

Alison Schoeder vice-chairperson 9/15/10
Head Start Policy Council Chairman Date

Allen Altman Date
School Board Chairman
District School Board of Pasco County

CONTRACT REVIEWED
AND APPROVED:
1-2-10-5-10