



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PRIVATE PROVIDER ATTACHMENT FORM DEL-VPK 20PP

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ (herein referred to as “PROVIDER”), (doing business as, if applicable) _____ with its principal offices located at _____.
2. **Provider Type.** This attachment is designed for use by private providers. PROVIDER must check the box to indicate PROVIDER type:
- ☐ A child care facility licensed under s. 402.305, F.S.
- ☐ A family day care home licensed under s. 402.313, F.S.
- ☐ A large family child care home licensed under s. 402.3131, F.S.
- ☐ A nonpublic school exempt from licensure under s. 402.3025(2), F.S., that also either holds a current Gold Seal Quality Care designation under s. 1002.945, F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
- ☐ A faith-based child care provider exempt from licensure under s. 402.316, F.S., that also either holds a current Gold Seal Quality Care designation under s. 1002.945, F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
- ☐ A child development program operated and certified by the Department of Defense that is accredited by a national accrediting body and operates on a military installation.

II. PRIVATE PROVIDER REQUIREMENTS

3. **Additional Provisions.** PROVIDER understands that the following provisions of this Attachment are required in addition to those in the Contract to fulfill its obligation to offer the VPK Program, and that COALITION will monitor PROVIDER to ensure the conditions of offering the VPK Program are met. Failure on the part of PROVIDER to comply with these provisions may result in the termination of this Contract by COALITION and PROVIDER’s ineligibility to offer the VPK Program in accordance with ss. 1002.55(6) and 1002.61(10), F.S. for a period of at least two (2) years but no more than five (5) years.
4. **VPK Director.** At each VPK site, PROVIDER agrees that it has a prekindergarten director meeting the requirements in s. 1002.57, F.S., who has one of the following credentials and is present at the VPK site for the majority of hours in which VPK instructional hours are delivered:

- a. A VPK director credential approved by the Department of Education under s. 1002.57, F.S., ~~if the child care facility director credential is issued after December 31, 2006.~~
- b. A non-public provider administrator or school administrator who holds a valid certificate in educational leadership issued by the department satisfies the requirement for a prekindergarten director credential under s. 1002.57, F.S.

5. **Coalition Access.** PROVIDER must permit COALITION, COALITION's representative or agent, or the Division of Early Learning, 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 Division of Early Learning to enforce licensing requirements established by the DCF, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Contract, as applicable.

III. INSURANCE REQUIREMENTS

6. **Liability Insurance.** If PROVIDER is not a state agency or a subdivision thereof, it certifies to maintain general liability insurance and provide COALITION with written evidence of the coverage, including coverage for transportation of children if VPK children are transported by PROVIDER. The insurance policy must provide for a minimum of \$100,000 of general liability insurance coverage per occurrence and a minimum of \$300,000 general aggregate coverage, unless the Department of Education has authorized a lower limit per s. 1002.55(3)(j), F.S. PROVIDER must name COALITION as a certificate holder and as an additional insured.
7. **Notification of liability coverage changes.** PROVIDER agrees that it will provide advanced notice to COALITION 10 calendar days prior to cancellation or changes to general liability coverage required in this Contract in accordance with s. 1002.55(3)(j), F.S. The general liability insurance must remain in full force and effect for the entire period PROVIDER is contracted with COALITION.
8. **Workers' Compensation and Reemployment Compensation Assistance.** In accordance with s. 1002.55(3)(k), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
9. **State Agencies and Subdivisions.** In accordance with section 1002.55(3)(l), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2) F.S., PROVIDER agrees to notify the COALITION of any additional liability coverage maintained by the PROVIDER in addition to that otherwise established under s. 768.28, F.S. For a child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense, PROVIDER may demonstrate liability coverage by affirming that it is subject to the Federal Tort Claims Act, 28 U.S.C. ss. 2671 et seq.