



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20**

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 20th day of July, 2022, by and between the Early Learning Coalition of Florida's Gateway (herein referred to as "COALITION"), and Hamilton County School Board (doing business as, if applicable) Hamilton County Elementary School (herein referred to as "PROVIDER"), with its principal office located at 5686 US Highway 129 South Jasper, FL 32052-3743 and its provider physical site address (if the single site provider physical site address is different from principal office address) located at 5686 US HIGHWAY 129 SOUTH JASPER, FL 32052.

- a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- c. **Identification Number.** Insert PROVIDER'S EIN or SSN here: 596000629

PROVIDER's EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss.119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Department of Education and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a VPK provider, for reporting those payments for federal tax purposes, and for routine identification.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Department's Uniform Attendance Policy for Payment (Rule 6M- 8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.).
3. **Term.** This Contract applies to the 20 22 - 20 23 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on 7/20/2022, or on the date on which the Contract is signed and dated by the last party required to sign the

Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract under Section XI.

A school-year VPK program shall be 540 instructional hours and a summer VPK program shall be 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK classes) previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
 - Chapter 1002, Florida Statutes (F.S.);
 - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
 - Rules 6A-1.09433 & 6A-6.03033, F.A.C.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility.

a. Provider Type. To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a non-public school exempt from licensure, or a faith-based child care provider exempt from licensure, or 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).

A charter school that includes VPK in its charter is a public school and shall only execute this Contract with the approval and oversight of the school district. A charter school that does not include VPK in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

Check the box to indicate PROVIDER's type:

A public school (Form DEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

A private provider/non-public school (Form DEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an

owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract.

e. Eligibility pursuant to s. 448.095, F.S. PROVIDER acknowledges that PROVIDER must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. PROVIDER represents that it does not employ, contract with or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. PROVIDER further acknowledges violation of s. 448.09(1), F.S. may result in termination of this contract.

- 8. Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Department, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 63 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 51 and corrective action referenced in Paragraph 53.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 9. Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION which will be provided in the form of a Child Certificate of Eligibility from the single statewide information system. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form DEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.

10. Adherence to Requirements.

a. PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.

b. PROVIDER agrees to participate in a VPK Program Orientation conducted by the COALITION prior to the execution of this contract, if offered by the COALITION.

- 11. Assessment.** PROVIDER agrees to implement the coordinated screening and progress monitoring program and program assessment in accordance with s. 1002.68, F.S., and rules adopted pursuant to s. 1002.68, F.S.

12. **Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction in accordance with s. 1002.67(2)(b), F.S.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. The PROVIDER shall adopt its own, but in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Department in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK program attendance policy for the duration of this Contract. The provider's attendance policy shall address school year and summer programs separately if applicable.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER shall 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 shall not require a fee or payment as a condition of enrollment or participation in the VPK Program. A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 54.
15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER shall 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 so that parents are not constructively required to enroll child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care). A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 55.
16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER shall not require the child's parent to pay for the services.
17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s) meet the eligibility requirements in accordance with sections 1002.55, 1002.61, or 1002.63, F.S.
18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor must be present who is eligible to work in the VPK provider's setting in accordance with sections 1002.55 and 1002.63, F.S. The VPK class size shall not exceed the approved capacity of the physical space where instruction is provided.
19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that all substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.

20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
21. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(q), F.S., to submit information and updates regarding the VPK Program. The PROVIDER shall execute this Contract on the Provider Portal found on <https://providerservices.floridaearlylearning.com>.
22. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the “Rilya Wilson Act” (s.39.604,F.S.) for each at-risk child under the age of school entry who is enrolled in the Voluntary Prekindergarten Education Program.
23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK program in advertisements, letterhead, educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form DEL-VPK 20B) and must cease use of the VPK logo once services under this contract are suspended or terminated.

24. Provider Deliverables

Deliverable	Provider Type	Task and Activities	Due Date
VPK instructional hours; 540 for school year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per the requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	
VPK Child Attendance	Private and Public	Completion of Child Attendance and Parental Choice Certificate forms (DEL-VPK 03S and DEL-VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 44	
		Certification of annual cumulative child attendance per paragraph 42	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 64	See paragraph 64
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	Within 10 calendar days of cancellation or changes to general liability coverage
Implementation of the coordinated screening and progress monitoring program in accordance with s. 1002.68, F.S.	Private and Public	Administration of the coordinated screening and progress monitoring program during the first administration window.	Within the first 30 calendar days of the VPK class schedule
		Administration of the coordinated screening and progress monitoring program during the second administration window.	Mid-program year of the VPK class schedule
		Administration of the coordinated screening and progress monitoring program during the third administration window.	Within the last 30 calendar days of the VPK class schedule

IV. COALITION RESPONSIBILITIES

25. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, meeting necessary requirements established in ss. 1002.55(3)(h), 1002.61(9), or 1002.63(8), F.S., as applicable.
26. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality VPK services for all providers including providers on probation. The technical assistance will be offered in a manner and schedule prescribed by the COALITION or school district.
27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form DEL-VPK 02), adopted in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), adopted in Rule 6M-8.210, F.A.C., for each eligible child who's parent applies for the VPK program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Department and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Department to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Department. Records shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and in accordance with Paragraphs 33 and 34 below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, the Department, and other entities identified in s. 1002.72, F.S.

33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** 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 33, 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 34 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will not receive payment until the provider has entered the certificate of eligibility number into the Provider Portal and the COALITION has in turn approved the enrollment of the child through the provider portal.
36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Department. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent 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 s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms DEL-VPK 03L or DEL-VPK 03S) adopted in Rule 6M-8.305 F.A.C. , which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es).
38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.
39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. 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. In the event that a change of ownership or transfer of a VPK program has occurred and payment, including advance payment, has been made, the succeeding VPK provider shall not receive funding, that combined with the funds already dispersed to the

preceding VPK provider(s), would exceed the funding for one full-time (FTE) for each child enrolled.

40. **Differential Payment.** PROVIDER understands that subject to appropriation by the Legislature, the PROVIDER may receive a differential payment based on the PROVIDER's performance designation in accordance with s. 1002.68(4)(e), F.S.

41. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in the PROVIDER's VPK Program class(es) by checking the appropriate box for each program:

School Year Program

PROVIDER elects to receive monthly advance payments for the school year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Department.

PROVIDER elects **not** to receive monthly advance payments for the school year program.

or

PROVIDER does not intend to offer the school year program.

Summer Program

PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Department.

PROVIDER elects **not** to receive monthly advance payments for the summer program.

or

PROVIDER does **not** intend to offer the summer program.

42. **Final Payment.** 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 Department.

43. **Overpayment.** 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 will be subject to collection efforts.

44. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.
45. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
46. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Department of Education Rule 6M-8.204(5), F.A.C.
47. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
48. **Head Start Agencies.** 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." (42 U.S.C., s. 9835(c))
49. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. PROVISIONS FOR PROVIDER ACCOUNTABILITY

50. **Readiness Rates/Performance Metric.** PROVIDER understands that, it is required to adhere to the accountability measures in accordance with s. 1002.68, F.S., and rules adopted pursuant to s. 1002.68, F.S. PROVIDER acknowledges that the calculation of the performance metric shall include program assessment composite scores, learning gains, and norm-referenced developmental learning outcomes resulting from the coordinated screening and progress monitoring program.
51. **Provider on Probation.** PROVIDER understands that it is required to adhere to the probation requirements in accordance with s. 1002.68, F.S., and rules adopted pursuant to s. 1002.68, F.S.

IX. FINANCIAL CONSEQUENCES

52. **Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract

X. NONDISCRIMINATION

53. **Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

54. **Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions if the PROVIDER remains eligible to deliver VPK and executes a new contract with the COALITION.

55. **Termination for Cause.**

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable (b) The material failure to comply with one or more of the terms of this Contract, including failure to verify all new hires work authorizations status using E-Verify system as described in paragraph 7 above, and failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 60.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of

delivery.

- 56. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61.
- 57. Revocation of Eligibility.**
- a. In accordance with sections 1002.55(6), 1002.61(10), or 1002.63(9), F.S., if PROVIDER's Contract is terminated under paragraph 55 or 56, the COALITION may revoke a PROVIDER's eligibility to deliver the VPK Program and a SCHOOL DISTRICT may revoke a public school's eligibility to deliver the VPK Program. When revoking a PROVIDER'S eligibility, the COALITION or SCHOOL DISTRICT shall adhere to requirements provided in Rule 6M-8.702, F.A.C. COALITION or SCHOOL DISTRICT shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER. For multi-site providers, such as corporate chains or school districts, VPK program ineligibility is per site and may not apply to all locations unless specifically determined otherwise by the coalition.
- b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 55 or 56, and the PROVIDER's eligibility is not revoked under paragraph 57 part a, the parties may not enter into another contract for VPK services for the remainder of the contract term of this contract.
- 58. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of chapter 1002, of the Florida Statutes or chapter 6M-4, 6M-8, F.A.C., the COALITION may revoke the PROVIDER'S eligibility in accordance with Rule 6M-8.702, F.A.C. if the noncompliance is upheld by the early learning coalition review hearing committee.
- 59. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.
- 60. Fraud.**

Suspension for Suspected Fraud. In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 61. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Department of Education, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

a. Termination for Fraud. In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

b. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

- 61. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.73(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.
- 62. Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed. This information shall be provided in the Provider Portal. This Contract will remain in force and effect as to all locations in Exhibit 1 which are not modified.
- 63. Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

- 64. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:

- a. Provide notice to the COALITION of class transfers of children at the same provider location within fourteen (14) calendar days.
 - b. Provide notice to the COALITION of changes to information provided on Forms DEL-VPK 10, DEL-VPK 11A, and DEL-VPK 11B within fourteen (14) calendar days after the information changes in accordance with Rule 6M-8.300, F.A.C..
 - c. Provide notice of temporary closure in accordance with the requirements of Rule 6M-8.204, F.A.C..
 - d. Provide notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days.
65. **CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information shall be provided in the Provider Portal.
66. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.
67. **Notification of Disqualification or Public Assistance Fraud.**
- a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

XIII. INDEMNIFICATION

68. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Department of Education and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or

indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIV. SEVERABILITY

- 69. Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XV. AMENDMENTS

- 70. Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form DEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form DEL-VPK 20PP or Form DEL-VPK 20PS, as described in paragraph 7.

XV. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

Shelly Head

Shelly Head

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other
Authorized Representative**

Print Name

By Electronic Signature

Administrative Secretary

7/21/2022 9:02:59 AM

Title

Date

**Provider's Additional Signatory (If required
by the Provider)**

Print Name

By Electronic Signature

Title

Date

**Provider's Additional Signatory (If required
by the Provider)**

Print Name

By Electronic Signature

Title

Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

LASHONE T. SURRENCY, BPR, MBA

LASHONE T. SURRENCY, BPR, MBA

**Signature of Authorized Coalition
Representative**

Print Name

By Electronic Signature

Executive Director

7/27/2022 12:16:21 PM

Title

Date

** Electronic signature: By providing this electronic signature I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20**

Exhibit 1: Provider Location List

Provider Legal Name: Hamilton County School Board (doing business as) Hamilton County Elementary School

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

Not Applicable

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION's service area, PROVIDER shall complete a Provider Location List in a table format with the following rows:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. School Year (Y/N)
- G. Summer (Y/N)
- H. Official Use Only (for coalition use)

Exhibit 2: Due Process Procedures

Provider Legal Name: Hamilton County School Board

1. Purpose of Exhibit. Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the Coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the Coalition Board is available, then the requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the Coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Committee Decision. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

- i. If the determination made by the Coalition was correct, in whole or in part, or incorrect.
- ii. If no part of the determination made by the Coalition was correct, then the provider is not required to take further action.
- iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:
 - A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action (s); or

B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PUBLIC SCHOOL ATTACHMENT FORM DEL-VPK 20PS**

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 20th day of July, 2022, by and between the Early Learning Coalition of Florida's Gateway (herein referred to as "COALITION"), and Hamilton County School Board (herein referred to as "PROVIDER"), with its principal offices located at 5686 US Highway 129 South Jasper, FL 32052-3743.
2. **Provider Type.** This attachment is designed for use by public school districts and/or public schools. If a VPK site under this Contract is a charter school, the COALITION shall confirm that VPK is in its charter before use of this attachment.

II. PUBLIC SCHOOLS

3. **Monitoring Assurance.** The school district understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program at public schools, and that COALITION will monitor public schools for compliance with the requirements of offering the VPK Program in accordance with sections 1002.68(10) and 1002.63(9), F.S.
4. **Summer Funding.** Each district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form DEL-VPK 20) in accordance with s. 1002.71 (3)(d), F.S.
5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S. for student transportation funds.
6. **School District Authorization.** An authorized school district representative must be a signatory of this Contract.

STATE OF FLORIDA
 STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER CONTRACT
 FORM OEL-VPK 20

I.

Preview Contract

XV. EXECUTION OF CONTRACT

Lee Wetherington-Zamora
 Signature of President/Vice
 President/Secretary/Officer/Owner/Principal/or Other
 Authorized Representative

Lee Wetherington-Zamora
 Print Name

By Electronic Signature

Superintendent
 Title

07-21-22
 Date

Kathy Griffin
 Provider's Additional Signatory (If required by the
 Provider)

Kathy Griffin
 Print Name

By Electronic Signature

Principal, Hamilton County Elementary School
 Title

7-21-22
 Date

Annie Pinello
 Provider's Additional Signatory (If required by the
 Provider)

Annie Pinello
 Print Name

By Electronic Signature

Coordinator of ESE/Pre-K
 Title

7-25-22
 Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

 Signature of Authorized Coalition Representative
 By Electronic Signature

 Print Name

 Title

 Date

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Hamilton County School Board	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Education	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 5683 US Highway 129, South, Suite 1	Requester's name and address (optional)
City, state, and ZIP code Jasper, Florida 32052		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
5	9	-	6	0	0	0	6	2	9

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. citizen or other U.S. person (defined below), and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7/21/22</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

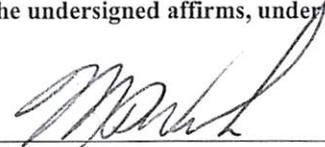
AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS

Provider Name: Hamilton County School District Private Public
ELC: Florida's Gateway _____ Provider ID No. 17054

The undersigned does, by his/her oath solemnly swear and affirm that he/she is the Director of Business Services [title] of Hamilton County School District [Provider/School District] and as such officer or agent of such entity and is duly authorized to make this affidavit on behalf of said entity. On behalf of such entity and pursuant to the authority recited herein, the undersigned does further solemnly swear and affirm and that said entity:

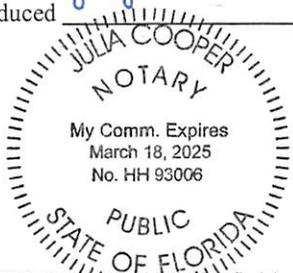
1. Has contracted with the Early Learning Coalition of Florida's Gateway to provide School Readiness and/or Voluntary Prekindergarten services, with a contract expiration date of 6/30/2023,
2. Is enrolled and actively using the E-Verify system; and
3. Does not employ, contract with, or subcontract with any person who is an "unauthorized alien" as that term is defined in 8 U.S.C. 1324a (h)(3).*

The undersigned affirms, under penalty of perjury, that all statements made herein are true and correct.


Signature _____ Printed Name Michael D. Vinson, Jr.

STATE OF FLORIDA
COUNTY OF [Hamilton]

The foregoing instrument was acknowledged before me, by physical presence or online notarization, this 19th day of July, 2022 by Michael D. Vinson, Jr., who is personally known to me or has produced _____ as identification.



Julia Cooper
Notary Public - State of Florida
My Commission Expires: 03/18/2025

*8 U.S.C. 1324a(h)(3) Definition of unauthorized alien
"As used in this section, the term "unauthorized alien" means with respect to the employment of an alien at a particular time, that the alien is not at that time either
(A) An alien lawfully admitted for permanent residence, or
(B) Authorized to be so employed by this chapter or by the Attorney General."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Avenue Orlando FL 32801	CONTACT NAME: PHONE (A/C No, Ext): 407-370-2320		FAX (A/C No): 407-370-3057
	E-MAIL ADDRESS:		
INSURED Hamilton County School District c/o NEFEC 3841 Reid Street Palatka FL 32177	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Safety National Casualty Corporation		15105
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

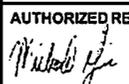
COVERAGES **CERTIFICATE NUMBER:** 1492957408 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Occurrence			See Below	7/1/2022	7/1/2023	EACH OCCURRENCE \$ Per Statute DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Per Statute PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			See below	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ Per Statute BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4066662	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Self Insured per FL Statute 768.28. Limits per Statute. WC is exclusive of SIR of \$750,000.
NEFEC's decision to purchase commercial insurance or self-insure above the sovereign immunity limits provided by Section 768.28, Florida Statutes, does not constitute a waiver of the provisions of Section 768.28, Florida Statutes.

REF: HAMILTON COUNTY SCHOOL BOARD. The referenced School District is a public entity subject to FL Statute 768.28 and accordingly does not name third parties as "Additional Insured". You may wish to consult your local legal resources with regard to the statute provision referenced and related application as regards a Florida public entity.

CERTIFICATE HOLDER Early Learning Coalition of Florida's Gateway 1104 SW Main Blvd. Lake City FL 32025 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Hamilton County School District

5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

Phone: 386.792.1228 – Fax: 386.792.3681

Lee Wetherington-Zamora, Superintendent

School Board Members
Cheryl McCall – District 1
Gary Godwin – District 2
Saul D. Speights – District 3
Johnny Bullard – District 4
Sammy McCoy – District 5

TO: Director of Early Learning Coalition
FROM: Philip H. Pinello, Assistant Superintendent ^{FST}
DATE: August 2, 2022
RE: Pre-K Teachers & Paraprofessionals

This letter serves as verification that the following Director, Instructors/Lead and Instructors/Aide/Paraprofessionals of the Hamilton County School Board are of good moral character and has passed the Level II Screening Standards in Statutes 435.04 and the dates of their last fingerprint submission:

Director/Principal

Griffin, Kathy Jo
Level 2 background screening date – 07/19/2021

The following instructors Lead have met the following required qualifications/requirements of:

Emergent Literacy: 15 hours completed
VPK Standards: Implementing the Florida Standards in Preschool Classroom: 3 years Old to Kindergarten course (after July 2018) and are qualified to teach in the VPK Classroom:

Instructors/Lead

Combass, Lisa Dawn
Level 2 background screening date - 10/29/2020
Emergent Literacy Completion Date – 5/02/2022
Required VPK Standards Training Completion Date – 09/18/2018
STAR Early Literacy Assessment completion date- 07/31/2022

Kalinowski, Ruby Jan
Level 2 background screening date - 10/29/2020
Emergent Literacy Completion Date – 5/01/2022
Required VPK Standards Training Completion Date – 07/26/22
STAR Early Literacy Assessment completion date- 07/31/2022

“Ensuring a Successful Future for Every Student”

www.hamiltonfl.com



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Saul D. Speights – District 3
Johnny Bullard – District 4
Sammy McCoy – District 5

Webb, Brittney

Level 2 background screening date – 07/29/2022

Emergent Literacy Completion Date – 08/01/2022

Required VPK Standards Training Completion Date – 06/09/2022

Paraprofessionals

Perez, Mikayla Jordyn

Level 2 background screening date - 08/30/2021

Paraprofessional Test date – 08/03/2015

Hudson, Carlisa

Level 2 background screening date - 08/17/2018

Paraprofessional Test date – 07/08/2020

Sukkel, Bronnie

Level 2 background screening date - 01/10/2022

Paraprofessional Test date – 09/22/2016

Ogburn, Cheyenne

Level 2 background screening date - 08/02/2022

FCCPC Initial Verification 05/03/2022 – 05/03/2027



Tom Grady, *Chair*
Ben Gibson, *Vice Chair*
Members
Monesia Brown
Esther Byrd
Grazie Pozo Christie
Ryan Petty
Joe York

AFFIDAVIT ON \$15 HOURLY WAGE FOR VPK PERSONNEL

I hereby attest that every Voluntary Prekindergarten (VPK) program employee's hourly rate is at least \$15.00 per hour for all time worked on the VPK program, including the VPK instructional hours listed on the schedule for each classroom on Form OEL-VPK11B approved by the Early Learning Coalition, starting the 1st day of July in 2022.

By signing this affidavit, the VPK provider understands that, if an eligible employee is not receiving a wage of at least \$15.00 per hour for VPK duties, and beginning January 1, 2023, the employee may petition the Division of Early Learning for relief. If the division finds that the provider has failed to comply with this provision, the division may terminate the provider's VPK contract.

Lee Wetherington-Ramona
Superintendent of Schools
Hamilton County District

08-15-22

MATTHEW H. MEARS

CHANCELLOR, DIVISION OF EARLY LEARNING





State of Florida
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
STATEWIDE PROVIDER REGISTRATION APPLICATION

Program Year: 2022 - 2023

New Application No Change
 Updated Application & Date: 08/05/2022

I. PRIVATE PROVIDER/ PUBLIC SCHOOL INFORMATION Type or print in black or blue ink

1. Provider Name (as on DCF license or accreditation certificate): Hamilton County Elementary School		
2. Employer Identification Number (EIN ¹) 596000629	3. DCF Identification Number or Exemption Number E03HA0006	
4. Address of VPK Site (number and street) 5686 US HIGHWAY 129 SOUTH		
5. City JASPER	6. County Hamilton	7. Zip Code 32052
8. Daytime Phone Number 3867928000	9. Fax Number 3867927890	10. Email Address (VPK site) kathy.griffin@hamiltonfl.com
11. Mailing Address (if different from VPK Site) 5683 US Highway 129 S Ste. 1		<input type="checkbox"/> Same as VPK Site
12. City Jasper	13. State FL	14. Zip Code 320523743
15. Owner or School District Staff Hamilton County School Board - Ann Pinello	16. Owner Corporate Name (if applicable) Hamilton County School Board	17. Daytime Phone Number 3867927800

¹ NOTE – See the Privacy Act Statement concerning EINs and Social Security Numbers on page 1 of the instructions accompanying this application.

II. TYPE OF SETTING AND LICENSING INFORMATION Submit written documentation of items 18-19 as applicable

18. Type of Setting (check one):		
Licensed Private Provider: <input type="checkbox"/> Child Care Facility <input type="checkbox"/> Family Day Care Home <input type="checkbox"/> Large Family Child Care Home <input type="checkbox"/> Private School	Non-Licensed Private Provider (must be license-exempt & accredited): <input type="checkbox"/> Faith-Based Child Care (exempt under s.402.316, F.S.) <input type="checkbox"/> Faith-Based Private School (exempt under s. 402.3025, F.S., or s.402.316, F.S.) <input type="checkbox"/> Nonreligious Private School (exempt under s. 402.3025, F.S.)	Public School: <input type="checkbox"/> Public School (licensed or district approved charter school) <input checked="" type="checkbox"/> Public School (exempt from licensure under s. 402.3025, F.S.)
19. Specialized Program Type (if applicable): <input type="checkbox"/> Head Start <input type="checkbox"/> Charter School	20. District and School Number (public school only) 240041	21. Total Child Capacity 60

III. ACCREDITATION INFORMATION Required for license exempt private providers. Voluntary for all other providers.

If the provider is accredited by an accrediting agency that is a member of one of the organizations listed below or in s. 1002.55(3)(b), F.S., submit written documentation of the accreditation (e.g. accreditation certificate). If not accredited by a member agency of those listed below, submit a copy of the official Gold Seal Quality Care Designation certificate issued by the Department of Children and Family Services.

22. Provider's accrediting agency is a member of: <input type="checkbox"/> National Council for Private School Accreditation <input type="checkbox"/> Florida Association of Academic Nonpublic Schools <input type="checkbox"/> Southern Association of Colleges and Schools <input checked="" type="checkbox"/> Other (see section 1002.55(3)(b), F.S.): _____ <input type="checkbox"/> None of the above (Using Gold Seal Quality Care Designation)	23. Name of Accrediting Agency Other Accreditation, Please consult 1002.55(3)
	24. Certificate Expiration Date 06/30/2023

IV. DIRECTOR OR PRINCIPAL INFORMATION Private Providers: Submit written documentation of items 28 – 31.

25. Full Name Kathy Jo Griffin	26. Daytime Phone Number (386) 792-8000	27. Email Address kathy.griffin@hamiltonfl.com
28. Director Credential Type: <input type="checkbox"/> VPK Director Credential <input type="checkbox"/> Child Care Facility Director Credential (if completed by December 31, 2006)		29. Credential Issue Date
30. Director Credential Certificate Number		31. Credential Expiration Date

I have examined this application and, to the best of my knowledge and belief, the information provided is true and correct. If any of this information changes, I understand that the provider must submit updated information to the coalition in writing within 14 days of the change. I also understand that the provider is encouraged to submit updated information before a change is implemented as the provider may be out of compliance with the requirements of the VPK Program if the changes are implemented before the coalition approves of the changes.

32. Signature of Authorized Representative	<input checked="" type="checkbox"/> By Electronic Signature	33. Date 08/05/2022
34. Print Name of Authorized Representative Shelly Head		35. Daytime Phone Number (386) 792-7852

OFFICIAL USE ONLY			
Process Agent	Date	Process Manager cmadeiros@elcgateway.org	Date 08/09/2022

Approved by the School Board on the 13th day of September, 2022 by:


Chairman, Hamilton County School Board

9-13-2022
Date


Superintendent, Hamilton County School Board

09-13-22
Date