

SCHOOL OF HOPE
PERFORMANCE-BASED AGREEMENT

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

THIS PERFORMANCE-BASED AGREEMENT entered into as of the 9th day of May by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate operating and existing under the Laws of the State of Florida

and

KIPP MIAMI, INC. (Corporation),
a non-profit organization organized under Chapter 617, FS.

This Agreement is effective upon approval by the School Board.

Definitions

Definitions. The following terms shall have the following meanings:

Department shall mean the Florida Department of Education.

District shall mean the school district for the county Miami-Dade County Public Schools (M-DCPS or District) as referenced in Art. IX, Section 4, Florida Constitution.

Governing Board shall mean the governing board or body of the School of Hope.

Notice of Intent shall mean the Hope Operator's Notice of Intent (including amendments) pursuant to State Board of Education Rule 6A-1.0998271, Florida Administrative Code, as submitted to the District, attached and incorporated into this Agreement as Appendix A.

Performance-based Agreement shall mean this Performance-based Agreement entered into between the School of Hope and the District.

School shall mean KIPP Miami- Liberty City, the School of Hope operated under this Performance-based Agreement.

School Board shall mean, The School Board of Miami-Dade County, Florida, the locally elected school board for the district in which the Hope Operator establishes and operates the School of Hope.

State shall mean the State of Florida.

Superintendent shall mean the Superintendent or designee, for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

- A. Notice of Intent. A copy of the Notice of Intent is attached hereto as Appendix A and constitutes a part of this Performance-based Agreement (PBA). In the event of any conflict between the Notice of Intent and any other provision of this PBA, the PBA provision shall control.
- B. Term. The term of this PBA shall be for five (5) full school years commencing on July 1, 2019 and ending on June 30, 2024 unless terminated sooner as provided herein.
- C. Start-Up Date. KIPP Miami-Liberty City shall begin classes on August 14, 2019. The school cannot open absent submission of all required Pre-Opening Documents as specified in Section Q of this PBA. The school may defer the opening of the school's operations by providing written notice of such intent to the District and the parents of enrolled students at least 30 calendar days before the Start-Up date identified above. The deferral does not extend the term of this PBA. In the event of a deferral, KIPP Miami, Inc., will provide the District a status update by March 1 of the following year. KIPP Miami, Inc., may defer the opening of the school's operation up to three (3) years to provide adequate planning.
- D. PBA Renewal. This PBA shall be renewed for a term of five (5) years upon the written request of the Hope Operator unless:
1. The school fails to meet the requirements for student performance established pursuant to this PBA;
 2. The school fails to meet the generally accepted standards of fiscal management; or
 3. The school materially violates the law or the terms of this PBA.
- E. Location. The school shall be located within the attendance zone or a five mile radius (whichever is greater) of Brownville Middle School. When the School secures a facility it shall notify the District in writing and no later than 15 days prior to the School's opening,

provide the District a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes. The School shall make facilities accessible to District and the local governing authority that has jurisdiction for safety inspection purposes. All additional campuses must comply with these requirements.

F. Grade Levels Served. The School will serve students in the following grades:

- Year 1 [2019-2020 SY]: K, 1, 2, 3, 4, 5, 6
- Year 2 [2020-2021 SY]: K, 1, 2, 3, 4, 5, 6, 7
- Year 3 [2021-2022 SY]: K, 1, 2, 3, 4, 5, 6, 7, 8
- Year 4 [2022-2023 SY]: K, 1, 2, 3, 4, 5, 6, 7, 8, 9
- Year 5 [2023-2024 SY]: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

The School may, at its discretion, serve students in grade levels not identified above so long as it provides written notice to the District at least 30 days prior to the first day of school. The School may open additional schools to serve students enrolled in or zoned for a persistently low-performing public school as provided for in Section 1002.333(4), Florida Statutes, if the Hope Operator maintains its status under Section 1002.333(3), Florida Statutes.

The School will notice the District by March 1 each school year if they intend to open additional campuses, become their own LEA for funding purposes and/or open a school with a separate MSID. Additional campuses will be incorporated by reference into this Agreement and attached as an Addendum.

The School will not serve student in the school readiness program pursuant to Chapter 1002, Part VI, Laws of Florida.

The School will not operate a public voluntary pre-kindergarten program for four-year olds.

G. Student Recruitment and Enrollment. The School will implement the student recruitment strategies and activities described in the Notice of Intent.

1. The table below includes the projected recruitment and enrollment targets for the School as described in the Notice of Intent.

YEAR	Total Projected K-12 Enrollment	% of students that previously attended a Persistently Low Performing school
Year 1	784	0%
Year 2	1,680	2%
Year 3	1,904	TBD
Year 4	2,116	TBD

Year 5	2316	TBD
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The following table shows the percentage of students that the school expects to serve that live within a 5 mile radius of the PLP:

YEAR	Total Projected K-12 Enrollment	% of students that live within a 5- miles radius of the PLP School.
Year 1	784	60%
Year 2	1,680	60%
Year 3	1,904	60%
Year 4	2,116	60%
Year 5	2,316	60%

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may provide the following enrollment preferences:
 - a. Siblings of currently enrolled students
 - b. Children of the school’s founders, teachers and staff (so long as the total number of students allowed under this preference constitutes only a small percentage of the charter school’s total enrollment)
3. Unless the School is currently receiving the federal Charter School Program Grant authorized under Title V., Part B of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act, and has been notified by the Department that it is prohibited from doing so, the School shall exempt students from persistently low-performing schools from the enrollment lottery process. If the number of applicants from persistently low-performing schools exceeds the capacity of the program class, grade level or building, all such applicants shall have an equal chance of being admitted through a random selection process.
4. If the School is oversubscribed and must conduct an admissions lottery, pursuant to Section 1002.333(5), Florida Statutes, the lottery process must be transparent and open to the public.
5. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
6. A student may withdraw from the School at any time and enroll in another public school, as determined by District or charter school policy, as applicable. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

7. The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.
8. The School will implement the parental involvement strategies described in the Notice of Intent.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The District will ensure that all student records will be provided to the School upon request and upon enrollment of students in the School from a District school, if applicable.
 9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the District upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the District to verify that the random selection process utilized by the School was conducted in accordance with section 1002.333(5), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.
- I. Exceptional Student Education. (Section only applicable when School of Hope is not the LEA for funding purposes.)
1. Non-Discrimination
 - a. The School shall not discriminate against students with disabilities in placement, assessment, identification, or admission. The School shall not request a student's IEP, EP, Section 504 Plan, or other information regarding a student's special needs during the application and lottery process, nor shall the School access such information during the application and lottery process.
 - b. The School shall fully cooperate with the District on any investigation by the U.S. Office for Civil Rights or any other governmental entity that could involve the District, including notifying the District within one (1) day of any such complaints, providing all necessary documentation, and making staff available for interviews, as deemed necessary. The School shall pay any and all fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded, other than costs attributable to, caused by or through the fault of the District, if any. The District may deduct any amount owed to the District from FTE payments.
 2. District Responsibilities
 - a. The District shall conduct initial evaluations of students referred for potential Special Education, Gifted and Section 504 eligibility, and for the re-evaluation of Exceptional Student Education (ESE) students, in accordance with federal and state mandates. All requirements for Response to Intervention must be followed by the School with fidelity prior to and during the evaluation process. The School and/or parents may obtain private evaluations of students at their expense. These evaluations must be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the District's personnel in a manner and timeframe consistent with that of all of the other District's schools.

- b. A representative of the District shall serve as the Local Education Agency (LEA) Representative in all initial IEP, EP, and Section 504 Plan meetings. However, the administrator or designee in charge at the School will serve as the LEA Representative at all other annual and interim IEP, EP, and Section 504 meetings, which the School shall conduct.
- c. The District will monitor the School for ESE compliance with applicable federal, state, and local policies and procedures as outlined in the Exceptional Student Education Policies and Procedures (SP&P).

3. School Responsibilities

- a. Within five (5) days of enrollment, the School shall notify the District's Staffing Specialist assigned to the School if the IEPs, EPs, or Section 504 Plans of students who have applied and been accepted cannot be implemented at the School and whether any student must attend another school that has the IEP placement and services. If a student's IEP, EP, or Section 504 Plan can be implemented at the School, the student shall not be required to attend another school. All IEP changes of placement shall be based upon data and student needs.
- b. The School shall initiate all Request for Assistance (RFA) and Student Support Team (SST) meetings when concerns are raised by school staff or parents about student's functioning. When a student is suspected of having a disability, the School shall employ procedures to obtain parental consent for evaluation for referral to the District. If parental consent is denied or the parent fails to respond, the School must notify its legal counsel for consideration of pursuing evaluation by using the mediation or due process procedures. The School shall fully implement the required Response to Intervention (RtI), IEPs, EPs, Functional Behavioral Assessments (FBA)/ Social Emotional Behavior Intervention Plans (SE-BIP) and Section 504 Plans of enrolled students, including delivery of supplementary aids and services and related services, unless the IEP, EP, or Section 504 team determines that the student's needs cannot be met at the School and placement at another school within the District constitutes the least restrictive environment on the continuum of alternative placements. The School must follow all disciplinary procedures and policies relevant to students with disabilities, including implementation of FBAs/SE-BIPs and manifestation determinations. In no instances should a student's IEP, EP, or Section 504 services or placements be changed solely for the purpose of accommodating the School's placement options.
- c. The School shall deliver all educational, related services and equipment indicated on the student's IEP, EP, or Section 504 Plan. The School shall also provide related services and equipment, e.g., speech/language therapy, occupational therapy, physical therapy, nursing, counseling, assessment instruments, assistive technology devices, transportation and therapeutic equipment.

- d. The School shall conduct the evaluations of the School's students referred for Physical Therapy (PT), Occupational Therapy (OT), Speech and Language (SL), Nursing, Assistive Technology (AT) and Functional Behavior Assessment (FAB) services with personnel qualified in accordance with State of Florida regulations and in accordance with Response to Intervention requirements. If the student is determined eligible for these services and they are added to the student's IEP or Section 504 Plan, the School shall be responsible for providing required services to the student. The School shall ensure that the person(s) conducting evaluation(s) attend an IEP meeting to review the evaluations when eligibility for services is determined. ALL evaluations must include a review of the student's educational records, including but not limited to IEP or Section 504 Plan; identification and development of goals to be supported by PT, OT, SL behavioral intervention and/or assistive technology, and/or nursing; a treatment plan for the student; and reference to supporting medical documentation if applicable. The School shall ensure that all instructional personnel and service providers review and implement the student's IEP. The School shall ensure that all service providers contribute to the student's annual and interim IEP meetings either in writing, by telephone, or in person. Service providers must also contribute to status reports and updates on the student's IEP goals and benchmarks related to their areas of treatment. The School shall require all service providers to the student to attend orientation and in-service training on delivery of school-based services and how to support educationally-relevant IEP goals. The District shall provide the orientation and in-service training. The District may conduct periodic reviews of the paperwork prepared by the service providers providing services to such students.
- e. The School shall immediately notify the District if a parent requests an Independent Educational Evaluation (IEE) at public expense and work with the District to determine whether the IEE will be granted or a due process action will be filed to defend the School's/District's evaluation. Responsibility for IEE due process litigation will be apportioned according to the type of evaluation at issue and in accordance with Due Process Hearing procedures (Section 4 below).
- f. The School shall comply with the requirements of the IDEA, Section 504, and regulations as they relate to the student's IEP/Section 504 Plan, and/ or EP. The School shall ensure that the appropriate highly-qualified instructional personnel of the School that are required members of the IEP committee attend all IEP, Section 504 and /or EP meetings.
- g. The School shall ensure that it develops a system of procedural safeguards and due process hearing procedures for Section 504 that do not involve legal exposure to the District, i.e. Section 504 implementation claims.
- h. Exceptional Students shall be educated in the least-restrictive environment. Students whose needs cannot be appropriately addressed at the School as determined by an IEP, EP, or Section 504 team meeting held after enrollment, will be appropriately

referred to the student's home school. The School shall contact the District's Staffing Specialist assigned to the School and/or the District's Office of Exceptional Student Education to notify staff that the student has been referred to their home school.

- i. The School shall make its personnel aware of professional development opportunities offered by the District's Office of Exceptional Student Education and Psychological Services departments. In addition, the School shall require all personnel assigned to implement IEPs, EPs, and Section 504 Plans to participate in meetings and/or trainings required by the District's Office of Exceptional Student Education and Psychological Services departments.

4. Due Process Hearing

- a. A student, parent, or guardian who indicates that they wish to file for a due process hearing pursuant to state law and rules shall be given the appropriate forms by the LEA attending the meeting. These forms shall also be provided upon request at any other time. Parents must file due process hearing requests with the School Board Clerk pursuant to School Board Policy 0133, Quasi-Judicial Functions, and the procedural safeguards posted on the District's Exceptional Student Education website. Any due process requests received by the School must be forwarded to the District's legal counsel immediately on the same day. The District's legal counsel will ensure that all ESE due process hearing requests/complaints are filed with the Florida Division of Administrative Hearings ("DOAH") and place the School on notice of the complaint. The School must immediately notify the School's legal counsel. With regard to Section 504 due process requests, the District's legal counsel will evaluate the due process request and work with the School's legal counsel to determine the proper course of action in accordance with the School's and the District's procedural safeguards and hearing procedures.
- b. The District will review the due process complaint and hold an initial meeting to analyze the merits of the complaint. The School must select its own legal counsel and participate in the initial meeting with the District.
- c. The District's legal counsel will represent the District on all claims brought by parents related to evaluations referenced in Section 2 (a) above. The School's legal counsel shall represent the School on claims related to all other evaluations, including at the School's election when the parent refuses to consent or fails to respond to the School's request for consent to evaluate. At the election of the District's legal counsel, if the School elects not to pursue a claim regarding parental refusal/failure to provide consent to evaluate, the District may elect to pursue the claim after consultation with the District's counsel. The District's legal counsel will represent the District in all cases where a District employee fulfills the role of the LEA at the staffing/IEP meeting. The School's legal counsel will represent the School on all claims related to implementation of Response to Intervention ("RtI"),

IEPs, Section 504 Plans, EPs, Manifestation Determination decisions, and where a School employee fulfills the role of the LEA at the staffing/IEP meeting. Claims related to IEEs will be represented by counsel for whichever party is responsible for the type of evaluation at issue. The District's legal counsel will seek a dismissal of the District with regard to claims over which the District had no role (e.g., implementation claims). However, if the dismissal is denied, the District's counsel will continue to provide recommendations and work with the School's counsel as co-counsel on the pending case. The School shall pay all costs and court-ordered relief associated with cases handled by the School's legal counsel and cases involving allegations of a failure to implement the RtI, IEP, the EP, the Section 504 Plan, the FBA/SE-BIP, Manifestation Determination decisions and any related services. In the event that the student/parent prevails, either through a settlement or hearing, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded for cases where the costs were not attributable to or caused by the fault of the District (e.g., implementation claims, evaluation claims for speech/language, occupational therapy, Functional Behavioral Assessments, etc.) as outlined above.

- d. The School must designate an administrator and relevant members of the IEP team to attend a resolution or mediation session conducted by the District's due process team. The School's legal counsel and the District's legal counsel may participate in the resolution session only if the parent is an attorney or is represented by an attorney. If the District and the School elect to participate in mediation in lieu of a resolution session, the District's due process team will invite the legal counsels of the District and the School.
- e. Following the resolution session/mediation, the School shall review the recommendations of the District's due process team with their legal counsel and communicate in writing the School's position on resolution/settlement to the District's due process team. If the School opts not to follow the recommendations of the District's due process team, the School will incur all costs associated with subsequent court orders as set forth in Section 4(c).
- f. If the matter is resolved by a written agreement, the District's legal counsel will file the appropriate motions for dismissal and closure of the case.
- g. If the matter is not resolved, the legal counsel of the District and the School shall ensure that representation in the due process hearing proceeds in accordance with Section 4 (c) above and the procedural safeguards posted on the School's and/or District's Exceptional Student Education website. The School and the District shall each make available to participate in all necessary stages of the litigation all staff who participated in any evaluation or reevaluation, the preparation of any IEP, the implementation of any IEP that may be at issue in the hearing.
- h. In addition to any costs for substantive relief granted, as set forth in Section 4 (c)

and (e) above, the School shall bear the School's portion of administrative costs associated with the due process case, including but not limited to, settlement, legal representation, discovery, court reporter, and interpreter. Depending on the nature of the claims, the School's and the District's counsels shall estimate the proportionate share of costs at the outset of the case. The District may deduct any amount owed to the District from FTE payments.

J. Academic Accountability

1. Annual Objectives

- a. By September 15th of each year the District shall provide the School with academic student performance data on state required assessments for each student attending the School who was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.
- b. By September 15th of each year the District shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
- c. By October 15th of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the District. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments such as the Northwestern Evaluation Association Measure of Academic Progress (NWEA MAP). The goals shall also include the mission-specific educational goals described in the Notice of Intent.
- d. The District shall review the proposed academic achievement goals within 30 days of receipt. If the District does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and District cannot agree on academic achievement goals either party may request dispute resolution pursuant to s. 1002.333(11), Florida Statutes. If the District does not provide written notification within 30 days of receipt, the goals shall be deemed accepted.
- e. For the 2019-2020 School Year the parties to this Agreement have agreed to the

following performance-based goals:

- i. The School's average growth of students in grades K-2 will meet or exceed the national average for all students on the NWEA MAP.
- ii. The School's percentage of students, in grades 3 and above, who score a level 3 or above on the Florida Standards Assessment English Language Arts and Mathematics assessments will exceed the percentage of students in district-managed neighborhood schools* in the same grade span by at least 3 percentage points.
- iii. The School's percentage of students who make a learning gain on the Florida Standards Assessment English Language Arts and Mathematics assessments will exceed the percentage of students in district-managed neighborhood schools* in the same grade span by at least 5 percentage points.

*The identified neighborhood schools are: Charles R. Drew (K-8), Brownsville Middle School, Lillie C. Evans (K-8), Poinciana Park Elementary School, Liberty City Elementary School, Holmes Elementary School, Olinda Elementary School, Orchard Villa Elementary School, Lenora Braynon Smith Elementary School, and Earlington Heights Elementary School.

- f. By October 15th of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section J.1.c, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
- g. The District shall review the proposed academic achievement goals within 30 days of receipt. If the District does not accept the academic achievement goals it shall provide the School a written explanation. If the District does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and District cannot agree on academic achievement goals either party may request dispute resolution pursuant to s. 1002.333(11), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.
- h. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the District shall report such shortcomings to the Department.
- i. The School and District may agree to adjust the goals through a contract amendment or addendum.

2. Assessments

- a. State required assessments: The School will participate in and administer all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
- b. Additional Assessments: The School shall administer additional assessments as described in the Notice of Intent.
- c. If an IEP, 504 Plan and an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
- d. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the District to monitor and proctor all aspects of the School's test administration, if the District deems it necessary.
- e. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
- f. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

K. Operational Accountability

1. Processes. By July 1, the School will notify the District of its intent to adopt any of the following District operational guidelines and notice the District of any changes thereafter: Student Progression Plan, Code of School of Conduct, English Language Learners Plan, and the Comprehensive Research-Based Reading Plan.
2. Records and Grades. If the School chooses to use an application other than the one used by the District, it will be responsible for data entry directly into the District's student information system for attendance. The School shall maintain an electronic audit trail of grades for each year that they are in operation.
3. Charter Management Organization (CMO). The agreement between the School and the education service provider shall require that the CMO operate the School in accordance with the terms stipulated in this Agreement and all applicable laws, ordinances, rules, and regulations.

Because KIPP New Jersey, Inc., is the state approved Hope Operator at the time of the execution of this PBA, this PBA is predicated on KIPP New Jersey, Inc., continuing to serve as the Charter Management Organization (CMO) for KIPP Miami, Inc., in the manner described in the Notice of Intent and the management agreement between the two parties during the term of this PBA. If KIPP New Jersey, Inc., ceases to serve as the CMO during the term of this PBA, this PBA will be automatically terminated with no appeal unless KIPP Miami, Inc., has become approved as a Hope Operator in accordance with Section 1002.333, F.S.

L. Non-Renewal and Termination

1. The District shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this PBA. The District may choose not to renew or terminate this Performance-based Agreement in accordance with Section 1002.33(8), Florida Statutes, for any of the following reasons as set forth in section 1002.333, Florida Statutes.
 - a. Failure to achieve the academic performance expectations set forth pursuant to Section J.1. of this PBA.
 - b. Failure to meet generally accepted standards of fiscal management.
 - c. Material violation of this PBA or violation of law.
2. The District shall notify the Governing Board in writing at least ninety days prior to non-renewing, or terminating this PBA.
3. If the District issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within 14 calendar days of receipt of the notice, request a hearing.
 - a. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract.
4. The District may immediately terminate this PBA pursuant to section 1002.33(8)(d), Florida Statutes, if it sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety or welfare of the School's students exists.
5. If the School elects to terminate or non-renew the PBA, it shall provide reasonable prior notice of the election to the District indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of

this action, shall accompany the written notification provided to the District. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal. If the School elects to terminate or non-renew this Agreement, it shall provide notice to parents, the District, and the FLDOE.

6. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

M. Post Termination Provisions

1. The nonrenewal or termination of this PBA must comply with the requirements of Section 1002.33(8), Florida Statutes. If this PBA is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the District and the Governing Board and that may not reasonably be assumed to have been satisfied by the District.
2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school.
4. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the District (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds shall revert to the district or department, as appropriate. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the District's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the District.

N. Transportation

1. The School shall provide transportation to the School's students consistent with the requirements of ss. 1006.21-27 and 1012.45, Florida Statutes. The governing board of

the school may provide transportation through an agreement or contract with the district school board, a private provider, or parents. Transportation may not be a barrier to equal access for all students residing within a reasonable distance of the school.

2. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the District the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
3. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
4. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the District and State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the District shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

O. Administrative Fee

The District shall withhold an administrative fee in the amount of 2 percent (2%) of available funds for the first 250 students per school, until such time that the School is approved as its own LEA for the purpose of receiving federal funds.

P. Indemnification

1. Any arrangement entered into to borrow or otherwise secure funds for the School from a source other than the state or a school district shall indemnify the state and the school district from any and all liability including, but not limited to, financial responsibility for the payment of the principal or interest.
2. Any loans, bonds or other financial agreements entered into by the School are not obligations of the state or school district but are obligations of the School and are payable solely from the sources of funds pledged by such agreement.
3. Notwithstanding anything else herein to the contrary, the District shall not:

- a. Guarantee payment for any purchase made by the School.
 - b. Guarantee payment for any debits incurred by the School.
 - c. Guarantee payment for any loans taken out by the School.
 - d. Lend its good faith and credit in order for the School to obtain a loan or other form of credit.
4. This PBA expressly prohibits the pledging of credit or taxing power of the District or State.

Q. Pre-Opening Documents

1. The following documents must be provided to the District prior to the opening of the School.
 - a. Facility related documents necessary to operate a public school, including:
 - Lease agreement, use agreement or ownership documentation for facility, pursuant to Section 1.E of this PBA
 - Certificate of occupancy
 - Fire inspection
 - Health Inspection
 - b. Documentation of fingerprinting of all staff and Governing Board members
 - c. Contact information for Governing Board Members

R. Miscellaneous Provisions

1. All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its governing board.
2. Neither party shall be considered in default of this Agreement if the performance of any section or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.
3. This Agreement shall constitute the full, entire, and complete agreement between the parties. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the

parties in writing.

4. This Agreement shall not be assigned by either party. The School may, without the consent of the District, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for those services as set forth in this Agreement.
5. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Agreement shall be deemed to have been made by either party unless in writing and signed by the parties.
6. All representations and warranties shall survive termination of this Agreement.
7. If any provision or any section of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Agreement and all remaining provisions shall continue in full force and effect.
8. This Agreement is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.
9. This Agreement is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Miami-Dade County. The parties mutually agree that the language and all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.
10. Communication authorized or required by this Agreement must be in writing, via electronic mail or postal service, directed to the other party at the address provided or such other address or person as either party may designate by notice from time to time:

KIPP Miami, Inc.
Governing Board Chairperson
6745 NW 23 Avenue
Miami, FL, 33147
KIPP Miami- Liberty City
Principal/School Director

Address of School

The School Board of Miami-Dade County, Florida
Attn.: Superintendent of Schools
1450 N.E. 2nd Avenue, Suite 931
Miami, FL 33132-1308

And copies of all formal Notices to:

Clerk of the School Board
1450 N.E. 2nd Avenue, Suite 268B
Miami, FL 33132-1308

Miami-Dade County Public Schools
Attn: Office of Charter School Support and Compliance
1450 N.E. 2nd Avenue, Suite 802
Miami, FL 33132-1308

11. The School and the District both represent that they have been represented in connection with the negotiation and execution of this Agreement and they are satisfied with the representation.
12. The headings in the Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.
13. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.
14. Each of the persons executing this Agreement represent and warrant that they have the full power and authority to execute the Agreement on behalf of the party for whom he or she signs and that he or she enters into this Agreement of his or her own free will and accord and with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.
15. In the event of any conflict between the provisions of this Agreement and any Appendix, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

KIPP Miami, INC.

By: _____
Signature of Secretary Date

By: _____
Signature of Board Chair Date

Name: _____
Secretary

Name: _____
Board Chair

ATTEST:

THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

By: _____
Signature of Secretary Date

By: _____
Signature of Board Chair Date

Name: _____
Secretary

Name: _____
Board Chair

APPROVED AS TO FORM:

By: _____
School Board Attorney Date

Name: _____
School Board Attorney