

SCHOOL OF HOPE
PERFORMANCE-BASED AGREEMENT (PBA)
BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
MATER ACADEMY, INC., a School of Hope Operator
d/b/a
Mater Academy SoLé Mia (MSID 5415)
f.k.a. Mater Academy SOLE
First Amendment to the Performance-based Agreement (PBA)

History:

NOI Received: February 22, 2021

PBA Approval: April 21, 2021 [*To approve a School of Hope Performance-based Agreement with Mater Academy, Inc. for a 5-year term commencing July 1, 2023, and ending June 30, 2028*]

1st Amend

to the PBA:

February 12, 2025 [*Under section 1002.333, F.S., Persistently Low-Performing Schools, approve one (1) School of Hope Performance-Based Agreement amendment with Mater Academy, Inc. d/b/a Mater Academy SOLE (MSID 5414) to (a) change the school's name from Mater Academy SOLE to Mater Academy SoLé Mia; (b) add the school's location, 2100 NE 139 Street, North Miami, Florida 33181 [folio #06-2221-034-0010]; (c) increase student enrollment contract capacity from 540 to a maximum enrollment of 1,500 students, for an increase of 960 students; and, (d) modify the term of the contract to commence on July 1, 2025, and end on June 30, 2030, providing the school with a five-year term as required by law.*]

SCHOOL OF HOPE

**FIRST AMENDMENT TO THE PERFORMANCE-BASED AGREEMENT (PBA)
BETWEEN**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
and**

**Mater Academy Inc. (Corporation, School of Hope Operator) d/b/a
Mater Academy SoLé Mia (MSID 5414) f.k.a Mater Academy SOLE,
a non-profit organization organized under Chapter 617, F.S.
2100 NE 139th Street, North Miami, FL 33181**

This PBA (Agreement) was first entered into on April 21, 2021. The District and School now desire to amend this PBA and have agreed to enter into this amended agreement as of the 12th day of February 2025. This amendment to the PBA provides for the terms and conditions set forth herein below and is effective upon approval by the parties.

Definitions- The following terms shall have the following meanings:

Department shall mean the Florida Department of Education.

District shall mean 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 (Rev. 4/1/2021).

Performance-based Agreement shall mean this Performance-based Agreement entered into between the School of Hope and the District on April 21, 2021. This first amendment is effective on the date of the execution herein (otherwise referred to herein as “PBA” or “Agreement”).

School shall mean Mater Academy SoLé Mia (MSID 5414) operated under this Performance-based Agreement.

School Board shall mean The School Board of Miami-Dade County, Florida, (District) 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.

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RECITALS

WHEREAS, Mater Academy, Inc., was approved by the State Board of Education as a Hope Operator on July 15, 2020; and,

WHEREAS, the District received a Notice of Intent and draft Performance-based Agreements (Agreement) on February 22, 2021, from Mater Academy, Inc., to establish seven (7) Schools of Hope with Mater Academy, Inc., for multiple campuses and to serve students from Persistently Low Performing Schools (PLPs) and those residing in an Opportunity Zone; and,

WHEREAS, the District entered into a Performance-based Agreement on April 21, 2021, with Mater Academy, Inc., to operate Mater Academy SOLE Preparatory for five (5) full school years, commencing on July 1, 2023, and ending on June 30, 2028, and to serve grades kindergarten through fifth grade (K - 5th); and

WHEREAS, the Agreement may be altered, changed, added to, deleted from, or modified upon the approval of both parties; and,

WHEREAS, on October 11, 2024, the Governing Board for Mater Academy, Inc. originally approved a Board Resolution requesting to amend the approved PBA; and,

WHEREAS, the request from the governing board is to (a) change the school's name to Mater Academy SoLé Mia; (b) establish the actual school location; and, (d) allow the school to open for the 2025-2026 school year; and,

WHEREAS, this school will now be known as Mater Academy SoLé Mia (MSID 5414) and serve grades Kindergarten through fifth (K-5th); and,

WHEREAS, the school's first year of operation will be the 2025-2026 SY and the term of the contract has been amended to provide for five (5) full years; and,

WHEREAS, this school has opted to act as its own Local Education Agency (LEA); and,

WHEREAS, the school will be located at 2100 NE 139th Street, North Miami, FL 33181; and,

WHEREAS, this Amendment takes the place of the PBA referenced above.

THEREFORE, BE IT RESOLVED THAT both parties have agreed to this Amended School of Hope PBA which is effective upon approval by the District.

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, 2025, and ending on June 30, 2030, unless terminated sooner as provided herein. With the first year of operation to be the 2025-2026 school year.
- C. Start-Up Date. Mater Academy Inc. d/b/a Mater Academy SoLé Mia (MSID 5414) shall begin classes in accordance with the school calendar commencing in August 2025. The school cannot open absent submission of all required Pre-Opening Documents as specified in Section O of this PBA. The school deferred the opening of the school's operations for a period of two (2) years. The initial year of operation would have been the 2023-2024 School Year. If the school is not able to open for the 2025-2026 school year, it will have one year left of its 3-year deferral limitation allowed by state statute.
- 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:
- a. The school shall be located at 2100 NE 139th Street, North Miami, FL 33181 [Folio #06-2221-034-0010].
 - b. This location satisfies the requirement that the school will be located within the following Opportunity Zone tract - 12086000109. The School has secured a facility and shall provide the District no later than 15 days prior to the School's opening, a copy of the lease agreement, use agreement, or ownership documents, inspections and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes. Enrollment in the charter will be determined by demand for the program and limited to the legal occupancy capacity of the facility. In the event that the School does not provide, or is not able to provide, all required School location documentation referenced in this provision no later than 15 days prior to the School's opening, the School will be required to defer opening until the following school year, notwithstanding the three (3) year deferral limitation referenced in Section 1. (C.) of its initial PBA with the District. All additional campuses or location changes must comply with these requirements.
 - c. Capacity: Enrollment at each campus shall be limited to the legal occupancy capacity of the facility. The School shall make the facility accessible to the District and the local governing authority that has jurisdiction for safety inspection purpose.

d. Projections: The School will provide to the District grade level and enrollment projections to be reported to the Florida Department of Education for planning and budgeting purposes.

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

Year 1-5: K- 5th grade

The School may, at its discretion, serve students in grade levels identified above so long as it provides written notice to the District as soon as practicable but no later than June 1st immediately 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.

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

The School may 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, specific to the target population as set forth in s. 1002.333, F.S. and as further 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-5 Enrollment	% of students that previously attended a Persistently Low Performing School
Year 1	600 students	40%
Year 2-5	1,500 students	40%

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 voluntarily 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 immediately 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, within 3 business days as required by law, 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 immediately to the District'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 immediately 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:

Exceptional students shall be provided with programs implemented in accordance with applicable Federal and State policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Upon enrollment, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days.

In order to ensure students with disabilities receive FAPE in the LRE, the School will to provide, to the maximum extent appropriate, that children with disabilities are educated with children who are nondisabled. The school shall use the term "inclusion" to mean:

- that a student is receiving education in a general education regular class setting reflecting natural proportions and age-appropriate heterogeneous groups in core academic and elective or special areas within the school community;
- a student with a disability is a valued member of the classroom and school community;
- the teachers and administrators support universal education and have knowledge and support available to enable them to effectively teach all children; and
- a student is provided access to technical assistance in best practices, instructional methods, and supports tailored to the student's needs based on current research.

The School as the Local Education Agency (LEA) will assume responsibility for programming and delivering related services to exceptional students, as identified in the student's IEP.

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 District 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:
 - Students scoring a level 1 on prior year assessment
 - Students scoring a level 2 on prior year assessment
 - Students scoring a level 3 or higher on prior year assessments
 - Students with Disabilities
 - 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 reflecting student performance outcomes to be achieved in relation to the

incoming baseline standards 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. 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.
- f. 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 as amendments to this PBA at any time upon mutual written agreement of both parties.
- g. 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.
- h. The School and District may agree to adjust the goals through a contract amendment.

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 indicate 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 in accordance with the law 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. 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 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 the 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),8(c) 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, as set forth in FS § 1002.33(7)(e).

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

L. Post Termination Provisions

1. The non-renewal 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 canceled 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 other school, consistent with the District's student transfer procedures, including the transfer of all student records to the receiving school. 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 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.

M. Transportation

1. The School shall provide transportation to the School's students consistent with the applicable 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 an agreement is reached, it shall be the subject of a separate contract. If an 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 an 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 District shall have no liability for the same.

N. Indemnification

1. If the Corporation enters into any arrangement to borrow or otherwise secure funds for the School from a source other than the State or the District, then the Corporation shall indemnify the State and the 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 debts 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.

O. 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 the facility, pursuant to Section 1.E of this PBA
 - Certificate of occupancy
 - Fire inspection
 - Health Inspection
 - Required and applicable insurance coverages (e.g., liability, property, E&O)
 - b. Documentation of fingerprinting of all staff and Governing Board members
 - c. Contact information for Governing Board Members

P. Funding, except to the extent otherwise specified by statute.

1. Basis of Local Funding: Funding shall be the sum of district operating funds from the Florida Education Finance Program (FEFP), including gross state and local funds, discretionary lottery funds, and discretionary operating millage funds, divided by total District funded weighted full-time equivalent (WFTE) students times the weighted full-time equivalent students of the School. If eligible, the School shall also receive its proportionate share of categorical program funds included in the FEFP. Upon request, the School shall provide the District with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Legislature.
2. The District shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 31st. Subsequent payments will be made monthly by the 15th of each month, beginning with August 15th. For new charter schools in the initial year of operation, payments will be made as required by the law.
3. First-year charter schools are required to submit to the District no later than July 15th of the school year in which the School is to open an FTE projection by the program. The District will analyze the projection and supporting documentation to determine the initial payment. Additional documents (e.g., student enrollment forms, student transfer forms, Integrated Student Information System rosters) may be required or requested to support the School's projections.
4. The first payment shall include 75% of the projected annual allocation of instructional materials based on prior year membership, or based on enrollment as of June 30th, in the case of a new school.
5. Payments may be adjusted for any amounts due to the District for services provided, expenditures incurred by the District on behalf of the School, and any fines or penalties

levied against the District because of the School's errors during the current or previous year, as well as for administrative oversight.

6. Payment shall not be made for students in excess of the School's enrollment capacity, the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, and Fire Permit (whichever is less).
7. The District may initially calculate monthly distributions to the School for up to four (4) months based on the School's actual enrollment as of June 30th or until the results of the October FTE become available. The projected full-time equivalent student membership will be determined by the actual student enrollment at the School at the conclusion of the second week of student attendance. If enrollment at the end of the second week of student attendance is less than 90% of projected enrollment, future monthly distributions shall be proportionally reduced. Thereafter, the results of the official FTE student surveys will be used in adjusting the amount of FEFP funds distributed to the School.
8. Adjustments: Total funding shall be recalculated during the school year to reflect actual WFTE students reported by the School during the FTE student survey periods. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
9. Holdback/Proration: In the event of a state holdback or a proration that changes District funding, the School's funding will be adjusted proportionately. The District will not be responsible for any liabilities incurred by the School in the event of a state holdback.
10. Summer School Provision: The School may choose to provide a summer school program using State allocated funds and, as local education agency (LEA), must provide Extended School Year (ESY) services in accordance with student Individualized Educational Plans (IEPs). All students attending a summer school session must be reported in FTE Survey 1 and Survey 4, as required by law. In the event that a student enrolled in the School attends any of the District's summer school or ESY programs, the School shall reimburse the District for the cost of each student's summer school program, as determined by the District. If the School fails to comply with this provision, the District may deduct the appropriate amount from the School's subsequent FTE.
11. Charter School Capital Outlay: The School shall follow FDOE procedures for submitting requests for capital outlay funding. The District shall make timely and efficient capital outlay payment to the School upon receipt of all required supporting documentation. The District shall not certify capital outlay plans or recommend awarding capital outlay if it cannot attest to the School's eligibility. Charter capital outlay may not be used to purchase real property or for the construction of school facilities, pursuant to s. 1002.333 (9), FS. If the School submits data relevant to Capital Outlay funding 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.

12. Federal Funding. The parties recognize that the School is its own local education agency (LEA) for the purpose of receiving federal funds pursuant to Section 1002.333(6), FS, and, in doing so, the School accepts the full responsibility for all local education agency requirements including but not limited to Title I, Title II, Title III, Title IV and IDEA, as well as for the schools and students for which it will perform LEA responsibilities pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC §1400 et. seq., and all corresponding Florida Statutes, federal regulations, and Florida Administrative Code Rules.
13. School of Hope Program Funds. The Florida Department of Education will send directly to the School; however, the School shall properly account for these funds.
14. Grant Awards: Within a reasonable time of receipt, the school will provide the award letters to the District for all external funding sources referenced in the budget as revenue beyond FEFP revenue, including but not limited to, Schools of Hope Funds, Charter School Program (CSP) Grants, and federal entitlement funds.

Q. Operational Accountability

1. Processes.

- a. By July 1st, of the first year of operation the School will notify the District of its intent to adopt any of the following operational guidelines as minimum guidelines for the school's operation and shall notice the District of any changes thereafter: Student Progression Plan, Code of Student Conduct, English Language Learners Plan, and the Comprehensive Research-Based Reading Plan.
- b. The School will adopt the processes contained in the following District's policies: School Board Policy 8000, Attendance Policy and School Board Policy 5135, Student Transfers, and Controlled Open Enrollment.
- c. The School shall utilize the on-line compliance monitoring system, or any other monitoring software or compliance monitoring procedure required by the District, in order to comply with law and/or State or Federal directive, within the timelines specified.

2. Records and Grades. The School will not use the District's electronic grade book system; therefore, it will be responsible for data entry directly into the District's student information system.

- a. Attendance shall be entered at least daily. All quarterly academic, effort, and conduct grades, shall be entered within five (5) business days after the close of each grading period. The School will maintain an electronic audit trail of attendance and grades each year that they are in operation.

- b. The School shall utilize the District's student information system to document student discipline incidents, student services, and student mental health services provided. This information shall be entered into the student information system quarterly unless legally required to be provided to the District on a different timeline. The District will provide training for this requirement.
 - c. 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 FTE adjustment, which is attributable to an 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 District shall have no liability for the same.
3. **Acceptable Use Policy.** The School shall adopt student and employee computer and privacy policies and standards that comply with all applicable state and federal laws. All charter school employees and students are bound by all of the District's computer policies and standards regarding data privacy and system security, to the extent of accessing district systems. The School shall not access, directly or through a third party, any of the District's student information unless and until the student actually enrolls in the School. Violation of this provision constitutes good cause for termination.
 4. **Education Service Provider (ESP).** Mater Academy Inc. will contract with Academica to serve as the ESP in the manner described in the Notice of Intent and the Educational Services and Support agreement between the two parties during the term of this PBA in accordance with S. 1002.333, FS. The agreement between the School and the ESP shall require that Mater Academy Inc. operate the School in accordance with the terms stipulated in this Agreement and all applicable laws, ordinances, rules, and regulations.

R. Safety, Security and Mental Health

1. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:
 - a. Section 1006.12 FS, relating to safe-school officers;
 - b. Section 1006.07(7) FS, relating to threat management teams;
 - c. Section 1006.07(9) FS, relating to School Environmental Safety Incident Reporting;
 - d. Section 1006.07(6)(c) FS, relating to adopting an active assailant response plan;
 - e. Section 943.082(4)(b) FS, relating to the mobile suspicious activity reporting tool;
 - f. Section 1012.584 FS, relating to youth mental health awareness and assistance training.
2. The School will annually determine if it will participate in the District's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the Governing Board, it must be provided to the District.

3. All documentation related to the Marjory Stoneman Douglas High School Public Safety Act must be made available to the District for inspection and review upon request.

S. Fees

1. Administrative Fee: The District shall withhold an administrative fee in the amount of 2 percent (2%) of available funds for the first 250 students, for the first year of operation.
2. Other Fees: If the School requests goods or services from the district, they shall be provided to the school at a rate no greater than the district's actual cost unless mutually agreed upon by the charter school and the District in a contract negotiated separately from this agreement.

T. 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, in accordance with the School's dispute resolution policies.
2. The School Board shall not be liable for civil damages under state law for the employment actions or personal injury, property damage, or death resulting from an act or omission of the School or its employees or agents.
3. The School Board shall not be liable for civil damages under laws in chapters 1000- 1013, Florida Statutes, as a result of acts or omissions for which the School maintains responsibility for compliance as set forth in 1002.333(6)(f), FS, including all non- discrimination statutes.
4. The School Board shall not be liable for civil damages under federal law, including but not limited to the IDEA, Title I, Title II, Title VI, Title VII, and Title IX, as a result of acts or omissions for which the School maintains responsibility for compliance.
5. 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, an 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.
6. This Agreement and any corresponding Appendices or Addendums 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 amended, altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing.
7. 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.

8. 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.
9. All representations and warranties shall survive the termination of this Agreement.
10. 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 unless otherwise determined to be unlawful, void or invalid.
11. 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.
12. This Agreement is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida. Any action arising from or related to this Agreement shall be brought in a court or administrative tribunal having jurisdiction 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.
13. 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:

Mater Academy, Inc.
Governing Board Chairperson
7901 NW 103rd Street
Hialeah Gardens, FL, 33016

Mater Academy Inc. – Mater Academy SoLé Mia
Principal/School Director
2100 NE 139th Street,
North Miami, Florida 33181

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

And copies of all formal Notices to:

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

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

14. 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.
15. 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.
16. 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.
17. Each of the persons executing this Agreement represents 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.

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

ATTEST: Mater Academy, Inc.

By: _____ Date _____ By: _____ Date _____
Signature of Secretary Signature of Board Chair

Name: _____ Name: _____
Print Name of Secretary Print Name of Board Chair

ATTEST: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____ Date _____ By: _____ Date _____
Signature of Superintendent or Designee Signature of School Board Chair

Name: _____ Name: Maria Teresa Rojas
Superintendent or Designee School Board Chair

APPROVED AS TO FORM:

By: _____ Date _____
General Counsel

Name: Walter J. Harvey
General Counsel