

SCHOOL OF HOPE
PERFORMANCE-BASED AGREEMENT (PBA)
BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
KIPP MIAMI, INC., d/b/a
KIPP MIAMI – NORTH CAMPUS (MSID 84-2332) and
KIPP MIAMI – POINCIANA CAMPUS (MSID 84-2008)

Second Amendment to the First Renewal of the Performance-based Agreement (PBA)

History:

NOI Received: March 11, 2019

PBA Approval: May 8, 2019 [*To approve a School of Hope Performance-based Agreement with KIPP Miami, Inc. for a 5-year term commencing July 1, 2019, and ending June 30, 2024.*]

1st Amend: August 12, 2020 [*To approve KIPP Miami – Liberty City (MSID 2332) to: (i) add an additional campus; (ii) update academic performance goals to include the entire grade configuration of both campuses, and (iii) reflect the LEA designation, for funding purposes, commencing July 1, 2020, and ending June 30, 2024.*]

2nd Amend: August 18, 2021 [*To authorize the Superintendent to negotiate and execute a Second Amendment to the School of Hope Performance-based Agreement with KIPP Miami, Inc. on behalf of KIPP Miami – Liberty City.*]

3rd Amend: June 22, 2022 [*Under section 1002.333, F.S., Persistently Low-performing Schools, to discontinue use of location at 3400 NW 87 Street, Miami, Florida 33147 and relocate KIPP Liberty Campus, and associated grades, to 11380 NW 27 Avenue, Miami, Florida 33167 to be co-located with KIPP Royalty and KIPP Courage, commencing July 1, 2022, and ending June 30, 2024.*]

4th Amend: August 15, 2022 [*Under section 1002.333, F.S., Persistently Low-performing Schools, to discontinue use of location at 6745 NW 23 Avenue, Miami, Florida 33147 and move KIPP Sunrise Campus, and associated grades, to 3000 NW 110 Street, Miami, Florida 33167 to be co-located with KIPP Liberty, KIPP Royalty and KIPP Courage, effective August 15, 2022.*]

5th Amend: January 18, 2023 [*To amend academic goals for Years 2-4 of the PBA. The PBA for this School of Hope (SOH) expires on June 30, 2024.*]

CRC: April 4, 2024

First Renewal: April 17, 2024 [*To renew the Performance Based Agreement for a five (5) year term and implement and follow an Academic Correction Action Plan commencing July 1, 2024, and ending June 30, 2029.*]

CRC: CRC is not required.

1st Amend to 1st Ren: April 22, 2026 [*Approve a School of Hope Performance-Based Agreement Amendment with KIPP Miami, Inc., d/b/a KIPP Miami – Liberty City (MSID 2332), pursuant to s.1002.333, F.S., Persistently Low-Performing Schools, to add a second campus -- Poinciana Park Elementary School located at 6745 NW 23 Avenue, Miami, FL 33147 (Central Region, VD 2) – that will serve grades K-8 commencing July 1, 2026.*] [KIPP Facilities Plan – Agenda Item F-5]

2nd Amend to 1st Ren: October 14, 2026 [*Under s. 1002.333, F.S., Persistently Low-performing Schools, to (i) expand the scope of the nonprofit entity's LEA designation from the sole purpose of receiving federal funds to also include the direct reporting of student data to the Florida Department of Education (FDOE); (ii) change the name and MSID of KIPP Miami – Liberty City (13-2332) to KIPP Miami – North Campus (84-2332); and (iii) establish the official name and corresponding MSID for KIPP Miami – Poinciana Campus (MSID 84-2008), effective July 1, 2026, through June 30, 2029.*]

KIPP Miami – North Campus (MSID 84-2332)

KIPP Miami – Poinciana Campus (MSID 84-2008)

Second Amendment to the First Renewal of the Performance-based Agreement

October 14, 2026

KIPP MIAMI – NORTH CAMPUS (MSID 84-2332)
KIPP MIAMI – POINCIANA CAMPUS (MSID 84-2008)

APPENDICES

Appendix A	Notice of Intent
Appendix B	Mutual Management Plan/ Shared Facility Plan Agreement (MMP/SFP Agreement)

SECOND AMENDMENT TO THE FIRST RENEWAL PBA BETWEEN

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

and

KIPP MIAMI, INC., d/b/a

KIPP MIAMI – NORTH CAMPUS (MSID 84-2332) and

KIPP MIAMI – POINCIANA CAMPUS (MSID 84-2008)

a non-profit organization organized under Chapter 617, F.S.

This PBA (Agreement) was first entered into on May 8, 2019, for a five (5)- year term commencing July 1, 2019, and ending on June 30, 2024. During the initial term, the Agreement was amended on August 12, 2020, to add a second campus, revise the academic performance goals to reflect the expanded grade configuration of both campuses, and incorporate the School's local educational agency (LEA) designation for funding purposes. The Agreement was further amended on August 18, 2021, to add a new location/campus and to become its own LEA; June 22, 2022, to relocate the Liberty Campus to 11380 NW 27 Avenue, Miami, Florida, and co-locate it with KIPP Royalty and KIPP Courage; on August 15, 2022, to relocate the Sunrise Campus to 3000 NW 110 Street, Miami, Florida, and co-locate it with KIPP Liberty, KIPP Royalty, and KIPP Courage; and on January 18, 2023, to revise the academic performance goals for Years 2 through 4 of the Agreement. The Agreement was renewed on April 17, 2024, for a five (5)-year term commencing July 1, 2024, and ending June 30, 2029, with the implementation of an Academic Corrective Action Plan.

During the renewal term, the Agreement was amended on April 22, 2026, to add a second campus at Poinciana Park Elementary School commencing July 1, 2026, and again on October 14, 2026, to change the name and MSID of KIPP Miami – Liberty City (13-2332) to KIPP Miami – North Campus (84-2332), assign a separate Master School Identification (MSID) number to the second campus, designate the campus as KIPP Miami – Poinciana Campus, and expand the scope of the nonprofit entity's LEA designation from the sole purpose of receiving federal funds to also include the direct reporting of student data to the Florida Department of Education (FDOE). This Agreement provides for the terms and conditions set forth herein below and is effective upon approval by the parties.

KIPP Miami – North Campus (MSID 84-2332)

KIPP Miami – Poinciana Campus (MSID 84-2008)

Second Amendment to the First Renewal of the Performance-based Agreement

October 14, 2026

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 (SOH), KIPP Miami, Inc.

Hope Operator shall mean KIPP TEAM and Family Schools, Inc. formerly known as KIPP New Jersey, a NJ Nonprofit Corporation.

Mutual Management Plan and Shared Facility Plan (MMP/SFP) shall mean the combined plan agreed to by the Sponsor and the Hope Operator that satisfies the requirements of Rule 6A-1.0998271(6)(b) and (c), Florida Administrative Code, attached, and incorporated into this Agreement as Appendix B. Although the Florida Administrative Code contemplates a separate Mutual Management Plan and Shared Facility Plan, the Parties acknowledge and agree that, because the Hope Operator is the sole occupant of the District-owned facility to be referred to as KIPP Miami – Poinciana Campus, this agreement constitutes and satisfies the requirements of both the Mutual Management Plan and the Shared Facility Plan.

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 (PBA) shall mean this Performance-based Agreement initially entered into between the School of Hope and the District on May 8, 2019, and amended on August 12, 2020, August 18, 2021, June 22, 2022, August 15, 2022, and January 18, 2023. The PBA was renewed April 17, 2024, and amended on April 22, 2026. This amendment shall be effective July 1, 2026 through June 30, 2029 (otherwise referred to herein as the “PBA” or “Agreement”).

School or Schools shall mean the Schools of Hope operated under this Performance-based Agreement: KIPP Miami – North Campus (MSID 84-2332) and KIPP Miami – Poinciana Campus (MSID 84-2008).

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

RECITALS

WHEREAS, KIPP New Jersey, Inc. was approved by the State Board of Education as a Hope Operator on May 16, 2018; and

WHEREAS, on March 11, 2019, the District received a Notice of Intent and draft Performance-based Agreement (Agreement) from KIPP New Jersey, Inc., the approved Hope Operator, proposing the establishment of a School of Hope to be operated by KIPP Miami, Inc., serving multiple campuses (unspecified physical addresses) within the attendance zone of, or within a five-mile radius of, Brownsville Middle School, which was identified by the FDOE in 2018 as a persistently low-performing public school; and

WHEREAS, on March 20, 2019, the District received correspondence from the FDOE confirming that the Hope Operator designation for KIPP New Jersey, Inc. includes “non-profit entities operating in Florida pursuant to a CMO (charter management organization) Management Agreement with KIPP New Jersey, Inc.”; and

WHEREAS, KIPP New Jersey, Inc., the Hope Operator, is now known as KIPP TEAM and Family Schools, Inc.; and

WHEREAS, the Agreement may be amended upon the approval of both parties; and

WHEREAS, the Governing Board has requested that the District amend the current PBA to (i) reflect the nonprofit entity’s election, under s. 1002.333(6)(a), F.S., to obtain Local Education Agency (LEA) status for the purpose of directly receiving federal funds, directly transmitting student data to the Department, fully assuming all applicable LEA responsibilities, complying with all applicable federal and state requirements associated with LEA status for the schools under its authority, changing the name of KIPP Miami – Liberty City to KIPP Miami – North Campus, and utilizing the following new Department-issued district number and master school identification

KIPP Miami – North Campus (MSID 84-2332)
KIPP Miami – Poinciana Campus (MSID 84-2008)
Second Amendment to the First Renewal of the Performance-based Agreement
October 14, 2026

number (MSID) for each campus: KIPP Miami – North Campus (MSID 84-2332) and KIPP Miami – Poinciana Campus (MSID 84-2008); and

WHEREAS, notwithstanding the School's election of LEA status, the District shall continue to serve as the LEA for all other purposes, including state and local funding, reporting, oversight and compliance obligations set forth in ss. 1002.33 and 1002.333, F.S.

THEREFORE, BE IT RESOLVED that the parties agree to amend the current PBA, effective upon approval by both parties.

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 (NOI) and any other provision of this PBA Amendment, the PBA Amendment provision shall control.

B) Term

The term of the First Renewal PBA is for five (5) full school years commencing July 1, 2024, and ending June 30, 2029, unless terminated sooner as provided herein. This amendment does not alter or extend the term of the PBA.

C) 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 law and 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.

D) Location

This amendment to the PBA is entered into to reflect the addition of a new charter school campus to be operated by the Charter School Governing Board at a District-owned facility and to incorporate the Mutual Management and Shared Facility Plan required by Rule 6A-1.0998271(6)(b) and (c), F.A.C. A copy of the Mutual Management and Shared Facility

Plan is attached hereto as Appendix B.

Although Rule 6A-1.0998271, Florida Administrative Code, contemplates separate Mutual Management Agreement and a Shared Facility Plan, because the Charter School Governing Board will be the sole occupant of the District-owned facility, the Parties have agreed to satisfy both requirements through a single combined agreement (MMP/SFP Agreement). Accordingly, the PBA is hereby amended to formally reference and incorporate the MMP/SFP Agreement, which is attached hereto and made part of this Agreement by reference.

The MMP/SFP Agreement applies solely to the School's campus located in a District-owned facility. Except as expressly amended herein, all other terms and conditions of the PBA shall remain in full force and effect.

E) MSID

The Hope Operator submitted an application to the Florida Department of

Education (FDOE) for issuance of Master School Identification (MSID) numbers, pursuant to Rule 6A-1.0016, F.A.C. The FDOE assigned each School a separate MSID, as identified below. Nothing herein shall preclude the Hope Operator from requesting an amendment to this Performance-Based Agreement to establish additional campuses in accordance with the Notice of Intent, this Agreement, and applicable law.

Each School shall operate under the corresponding name at the facility and MSID identified below:

School: KIPP Miami – North Campus
Facility: Miami Dade College - North Campus
3000 NW 110 Street, Miami, Florida 33167
Grade Levels: Kindergarten - 11th
MSID: 84-2332

School: KIPP Miami – Poinciana Campus
Facility: District-owned (Former Poinciana Park Elementary)
6745 NW 23 Avenue, Miami, FL 33147
Grade Levels: Kindergarten - 8th
MSID: 84-2008

The Schools shall make facilities accessible to the District and the local governing authority that has jurisdiction for safety inspection purposes.

The Schools shall be located within the attendance zone or a five-mile radius (whichever is greater) of Brownsville Middle School in Miami-Dade County which was designated as a PLP in 2019. The Hope Operator 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), F.S., if the Hope Operator maintains its status under Section 1002.333(3), F.S. The School will notice the District by March 1st each school year if they intend to open additional locations or campuses in accordance with the Notice of Intent. All additional campuses or location changes may be included as an amendment to this PBA upon mutual agreement of both parties.

F) Grade Levels Served and Enrollment Projections

The School will provide the Sponsor grade level and enrollment projections for each campus, annually.

KIPP Miami – North Campus (MSID 84-2332) currently serves grades Kindergarten through 9th. The School is now projecting to add additional high school grades starting in year four of the First Renewal PBA. If the School is not able to meet the projected timeline for the roll out of the high school grades, as indicated below, it will notify the District no later than March 1, of the school year preceding the scheduled addition of each grade level.

KIPP Miami – North Campus (MSID 84-2332)

Year 1 [2024-2025]: Kindergarten - 8th

Year 2 [2025-2026]: Kindergarten - 8th

Year 3 [2026-2027]: Kindergarten - 9th

Year 4 [2027-2028]: Kindergarten - 10th

Year 5 [2028-2029]: Kindergarten - 11th

KIPP Miami – Poinciana Campus (MSID 84-2008)

Year 3 [2026-2027]: Kindergarten – 6th

Year 4 [2027-2028]: Kindergarten – 7th

Year 5 [2028-2029]: Kindergarten - 8th

In accordance with the NOI, 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 thirty (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), F.S., if the Hope Operator maintains its status under Section 1002.333(3), F.S.

The School will not serve students 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 as part of this PBA.

G) Student Recruitment and Enrollment

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

1. The tables below include the projected recruitment and enrollment targets for each School.

Projected Recruitment and Enrollment Targets for: KIPP Miami – North Campus (MSID 84-2332)		
Year [SY] Grade Levels	Total Projected K-12 Enrollment	% of Students that are from the Attendance Boundary of a Persistently Low-performing School
Year 1 [2024-2025] Kindergarten - 8 th	1,456 students	15%
Year 2 [2025-2026] Kindergarten - 8 th	1,500 students	15%
Year 3 [2026-2027] Kindergarten - 9 th Year 4 [2027-2028] Kindergarten - 10 th Year 5 [2028-2029] Kindergarten - 11 th	1,550 students	25%

Projected Recruitment and Enrollment Targets for: KIPP Miami – Poinciana Campus (MSID 84-2008)		
Year [SY] Grade Levels	Total Projected K-8 Enrollment	% of Students that are from the Attendance Boundary of a Persistently Low-performing School
Year 1 [2026-2027] Kindergarten – 6 th	250 students	20%
Year 2 [2027-2028] Kindergarten – 7 th	350 students	20%
Year 3 [2028-2029] Kindergarten - 8 th	438 students	20%

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), F.S., the lottery process must be transparent and open to the public.
5. Enrollment is subject to compliance with the provisions of section 1003.22, F.S. 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 immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District in accordance with its policies.

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 applicable 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 a School, the applicable School will retain the student's original records, except that such records will be immediately transferred to another District school, within five (5) 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 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 records in accordance with Florida Administrative Code Rule 1B-24.003 or until requested by and transferred to another District public school in this County.
6. Upon termination or closure of the School, all student education records, and administrative records shall be transferred immediately to the Sponsor, in accordance with its policies 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 applicable 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), F.S. 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, State and local 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) (l) 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); and
3. Individual Educational Plans (IEP), to include an annual IEP meeting with the student's family.
4. Students with disabilities will be educated in the least restrictive environment (LRE) 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.
5. Upon enrollment, or notice of acceptance sent to the student, 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 ten (10) days.
6. In order to ensure students with disabilities receive FAPE in the LRE, the School will 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:
 - 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.
7. The Schools, as the Local Education Agency (LEA), will assume responsibility for programming and delivering related services to exceptional students, as identified in the

KIPP Miami – North Campus (MSID 84-2332)

KIPP Miami – Poinciana Campus (MSID 84-2008)

Second Amendment to the First Renewal of the Performance-based Agreement

October 14, 2026

student's IEP.

J) Civil Rights Complaints and Investigations

School shall fully cooperate with the Sponsor on any investigation by the U.S. Office for Civil Rights (OCR) or any other governmental entity that could involve the Sponsor, including notifying the Sponsor within one (1) day of any such complaints, providing the Sponsor with a draft response to OCR, providing all necessary supporting documentation, and making staff available for interviews as deemed necessary. If the written information on the complaint does not allege, or it cannot be inferred from the facts given, an allegation against the Sponsor of: (1) discrimination based on race, color, national origin, sex, disability, or age, (2) discrimination in violation of the Boy Scouts of America Equal Access Act of 2001, or (3) retaliation for the purpose of interfering with any right or privilege secured by the civil rights laws and regulations enforced by OCR, or as a result of making a complaint, testifying or participating in any manner in an OCR proceeding, the School may be requested to submit the final version of the response directly to OCR on its own behalf with a copy provided to the Sponsor. 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 Sponsor, if any. The Sponsor may deduct any amount owed to the Sponsor from FTE payments.

K) Academic Accountability

1. Annual Objective

- a. By September 1, the Schools shall provide students' FLEIDs to the District. By September 15th of each year, after receipt of students' FLEIDs from the Schools, the District shall provide the School with available academic student performance data on State required assessments for each student attending the applicable School who was enrolled the prior year in a District 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. For students for whom District academic performance data is not available, including students entering kindergarten or transferring from outside the District, the applicable School shall establish baseline academic achievement data using the assessment tools, diagnostic measures, or other objective measures identified by the School and approved through the academic achievement goals process under this PBA.
- 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 the prior year assessments
 - ii. Students scoring a level 2 on the prior year assessments
 - iii. Students scoring a level 3 or higher on the prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
- c. By October 15th of the first year of a 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. In any given year of this renewal PBA, the Schools may review the goals for each School and make adjustments as needed. Adjusted goals shall be provided to the District for its review no later than October 15. Any revisions to 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. The measurable targets may be adjusted as amendments to this PBA at any time upon mutual written agreement of both parties.
- f. If revisions are proposed, the District shall review the proposed changes to the goals established by each school within thirty (30) days of receipt. If the District does not accept the academic achievement goals, it shall provide the Schools a written explanation. If the District does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the Schools and District cannot agree on academic achievement goals either party may request dispute resolution pursuant to s. 1002.333(11), Florida Statutes.
- g. For the 2026-2027 school year, the third year of this renewal contract, the school is projected to add a ninth (9) grade and will be adding a separate campus with its own MSID. By October 15, 2026, the School shall provide revised academic achievement goals for the remaining years of the PBA which will include academic goals for both schools as well as high school academic goals, and goals related to graduation and acceleration options. If the ninth grade is not added as

KIPP Miami – North Campus (MSID 84-2332)

KIPP Miami – Poinciana Campus (MSID 84-2008)

Second Amendment to the First Renewal of the Performance-based Agreement

October 14, 2026

planned, the school shall provide revisions to its goals when the ninth grade is added.

- 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. If available, the School will provide all available data to the District on student proficiency growth/proficiency targets for students not tested and/or in lieu of State assessment data as set forth in other instances where State assessments have not been administered.

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. 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 in accordance with law and comply with State reporting procedures.
- c. 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.
- d. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administrations.

L) Safety, Security and Mental Health

1. Marjory Stoneman Douglas High School Public Safety Act

The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act and all other school safety statutes, rules, and policies, including but not limited to the following:

- a. Section 1006.12 F.S., relating to safe-school officers;
- b. Section 1006.07 F.S., relating to adopting all required components for a Code of Student Conduct;
- c. Section 1006.07(4)(a) F.S., relating to emergency drills;
- d. Sections 1006.07(4)(b), 1002.33(9)(r) and 1002.20(25) F.S., relating to parental notification of threats, unlawful acts, and significant emergencies;
- e. Section 1006.07(4)(c), (d), and (f) F.S., relating to a mobile panic alert system;
- f. Section 1006.07(6) F.S., relating to safety and security best practices and adoption of an active assailant response plan;
- g. Section 1006.07(7) F.S., relating to threat management teams;
- h. Section 1006.07(8) F.S., relating to access to school campuses;
- i. Section 1006.07(9) F.S., relating to School Environmental Safety Incident Reporting;
- j. Section 1006.07(10) F.S., relating to reporting of involuntary examinations;
- k. Sections 381.0056(19), 1002.33(9)(q) and 1002.20 F.S., relating to notification prior to removal of a student for an involuntary examination;
- l. Section 1008.386 F.S., relating to student identification cards;
- m. Section 943.082(4)(b) F.S., relating to the mobile suspicious activity reporting tool;
- n. Section 1011.62(13) F.S., relating to mental health assistance allocation;
- o. Section 1012.584 F.S., relating to youth mental health awareness, and assistance training; and,
- p. Sections 1002.33(12), 1006.061, 1012.27, 1012.315, and 1012.797, F.S., relating to employees of charter schools.

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

2. Mental Health Assistance Allocation

Annually, each applicable School shall determine whether to participate in the Sponsor's districtwide mental health assistance plan or elect to submit an independent mental health assistance plan pursuant to s. 1006.041, F.S. If an applicable School elects to develop its own plan, it must first secure approval from its Governing Board. After approval, the plan must be submitted to the Sponsor. If the applicable School has elected to implement an alternate mental health assistance allocation plan, it will be provided to the District at least thirty (30) days prior to implementation.

M) Funding, Except to the Extent Otherwise Specified by Statute

1. Florida Education Finance Program (FEFP)

Funding Students enrolled in the Schools shall be funded in the same manner as students enrolled in other public schools. Funding shall be the sum of District operating funds from the Florida Education Finance Program (FEFP), as provided in Section 1011.62, F.S., and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and discretionary operating millage funds, divided by the total District-funded weighted full-time equivalent (WFTE) students, multiplied by the weighted full-time equivalent students enrolled in the Schools. If the Schools' students or programs meet the eligibility criteria established by law, the Schools shall be entitled to their proportionate share of categorical program funds made part of the FEFP by the Legislature.

2. Payment Schedule and Initial Funding Calculations

The Sponsor shall calculate and submit twelve (12) monthly payments to the Schools. The first payment shall be made by July 31st. Subsequent payments shall be made monthly by the 15th day of each month, beginning on August 15th.

No later than July 15th of the Schools' initial year of operation, the Schools shall submit to the Sponsor a full-time equivalent (FTE) projection by program for the school year in which the Schools are scheduled to open. The Sponsor shall analyze the projections and supporting documentation to determine the initial payment. Additional documentation, including but not limited to student enrollment forms, student transfer forms, and student rosters, may be required to support the Schools' projections.

For the Schools to receive initial payment, the supporting documentation provided must, at a minimum, contain an unweighted FTE breakdown listing a total for each of the following basic programs:

- 101 Basic K-3
- 102 Basic 4-8
- 103 Basic 9-12
- 111 Basic K-3 with ESE Services
- 112 Basic 4-8 with ESE Services

3. Funding Adjustments and Enrollment Recalculations

Payments may be adjusted for any amounts due to the Sponsor for services provided, expenditures incurred by the Sponsor on behalf of the Schools, and any fines or penalties levied against the Sponsor because of errors attributable to the Schools during the current or previous fiscal year, as well as for administrative oversight.

Payment shall not be made for students in excess of a School's facility's lawful capacity as determined by the School's Certificate of Occupancy, Certificate of Use, and Fire Permit, whichever is less.

The Sponsor may initially calculate monthly distributions to the Schools for up to four (4) months based on the Schools' actual enrollment as of June 30th or until the results of the October FTE survey become available. The projected full-time equivalent student membership shall be determined by the actual student enrollment at each 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 ninety percent (90%) of projected enrollment, future monthly distributions shall be proportionally reduced. Thereafter, the results of the official FTE student surveys shall be used in adjusting the amount of FEFP funds distributed to the Schools.

Total funding shall be recalculated during the school year to reflect actual WFTE students reported by the Schools during the FTE student survey periods. For schools that have been designated as their own LEA and are reporting survey and attendance data directly to the FDOE, the Sponsor requires that documentation be provided for each survey period, in tandem with reporting to the FDOE, containing an unweighted FTE breakdown listing a total for each of the following programs:

- 101 Basic K-3
- 102 Basic 4-8
- 103 Basic 9-12
- 111 Basic K-3 with ESE Services
- 112 Basic 4-8 with ESE Services
- 113 Basic 9-12 with ESE Services
- 130 ESOL PK-3
- 130 ESOL 4-8
- 130 ESOL 9-12
- 254 ESE Level 4 (PK-3)
- 254 ESE Level 4 (4-8)
- 254 ESE Level 4 (9-12)
- 254 ESE Level 5 (PK-3)
- 254 ESE Level 5 (4-8)
- 254 ESE Level 5 (9-12)
- 300 Vocational Educ. 9-12

The Schools will be required to report any FTE amendments by program to the Sponsor within each survey period so that the Sponsor can include these amendments in FEFP funding adjustments. For reference, Rule 6A-1.0451(4), F.A.C., allows amendments to FTE Student Membership surveys to be reported in accordance with the following schedule:

1. Survey 1 (July) may not be amended after September 30, the close of the survey;
2. Survey 2 (October) may not be amended after December 15, the close of the survey;
3. Survey 3 (February) may not be amended after April 15, the close of the survey;
4. Survey 4 (June) may not be amended after August 15, the close of the survey; and
5. Survey 5 (August) may not be amended after October 31, the close of the survey.

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 Schools' funding shall be reduced to reflect their proportional share of any unfunded WFTE. In the event of a state holdback or proration that changes District funding, the Schools' funding shall be adjusted proportionately. The Sponsor shall not be responsible for any liabilities incurred by the Schools in the event of a state holdback.

4. Accountability for Data Accuracy and Audit Adjustments

The Schools shall maintain auditable records of student attendance, enrollment, schedules, and grades in accordance with applicable law and Sponsor requirements. Reporting timelines shall align with the state's reporting timelines and FTE survey requirements. If data submitted by the Schools relevant to FTE, federal funding, state funding, or grant funding is later determined through audit or review to be inaccurate, the Schools shall be responsible for any resulting repayment, adjustment, fine, or penalty finally assessed against the Sponsor, District, State, or federal government arising from errors or omissions attributable to the Schools. The Sponsor may recover such amounts through reimbursement or deduction from subsequent payments due to the Schools. Prior to any deduction, the Sponsor shall provide written notice with supporting documentation, and the Schools shall have thirty (30) days to review and dispute the amounts. Amounts subject to a good-faith dispute shall not be deducted until resolution, including pursuant to s. 1002.333(11)(c), F.S., if invoked by either party.

5. Summer School and Extended School Year Services

The Schools may choose to provide summer school programs using state allocated funds and, as local education agencies (LEAs), 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 a School attends any of the Sponsor's summer school or ESY programs, the applicable School shall reimburse the Sponsor for the cost of each student's summer school program, as

determined by the Sponsor. If the Schools fail to comply with this provision, the Sponsor may deduct the appropriate amount from subsequent FTE payments.

6. Capital Outlay

In accordance with the MMP/SFP, the Lessor agrees students enrolled in the School of Hope shall be included in the district's total capital outlay full-time equivalent membership and for calculating any other maintenance funds for the facility, but that any such funds shall be transferred to the Lessee in order to cover any eligible capital repairs, improvements, or maintenance work on the property.

7. Federal Funding and LEA Responsibilities

The parties recognize that the Schools shall serve as their own "LEAs" for purposes of receiving federal funds pursuant to s. 1002.333(6), F.S. KIPP Miami, Inc., as the Governing Board, shall be responsible for ensuring compliance with all applicable LEA requirements on behalf of the Schools, including, but not limited to, Title I, Title II, Title III, Title IV, and the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400 et seq., as well as all corresponding Florida Statutes, federal regulations, and Florida Administrative Code rules.

8. School of Hope Program Funds and External Funding Sources

The Florida Department of Education shall distribute School of Hope program funds directly to the Schools. The Schools shall properly account for all such funds in accordance with applicable law.

The Schools shall provide award letters to the District for all external funding sources referenced in the budget as revenue beyond FEFP revenue, including, but not limited to, School of Hope funds, Charter School Program (CSP) grants, and federal entitlement funds.

9. Financial Accounting and Reporting, and Audit Standards.

The Schools shall maintain all accounting and financial records on an accrual basis, as prescribed by the Sponsor, in strict accordance with Generally Accepted Accounting Principles (GAAP) for governmental entities, standards established by the Governmental Accounting Standards Board (GASB), and the uniform accounts and coding structures mandated by Rule 6A-1.0081, F.A.C. ("Red Book"). To ensure a transparent public audit trail, the Schools shall utilize an automated financial system capable of maintaining a secure, auditable electronic record and producing reports in a format reasonably acceptable to the Sponsor.

Pursuant to 1002.333(6)(h), F.S., the Schools shall submit quarterly financial statements including a balance sheet and statement of revenues, expenditures and changes in fund balance in the governmental fund format prescribed by the

Governmental Accounting Standards Board (GASB) to the Sponsor, using the Sponsor's compliance software system, within thirty (30) days of the end of each reporting period.

The School shall provide an annual financial audit by the 30th of September, using the Sponsor's compliance software system, conducted by an independent certified public accountant in compliance with Section 218.39, F.S., Generally Accepted Governmental Auditing Standards (GAGAS), and the rules of the Auditor General of the State of Florida.

N) Operational Accountability

1. Processes

- a. By March 1st of each year, the Governing Board will notify the District of their intent to adopt their own operational guidelines. For this PBA, the Governing Board has opted to adopt the following District operational guidelines: Student Progression Plan and English Language Learners Plan. The Governing Board will adopt its own Code of Student Conduct, Exceptional Student Education Policies and Procedures (SP&P) and Comprehensive Evidence-Based Reading Plan, that has been approved by the state. No later than March 1st of every year of this PBA, the School will notify the District if any changes to the adoption of these operational guidelines are being requested. If the Governing Board chooses to implement their own plans, they will provide a copy to the District upon request.
- b. The Governing Board will adopt the processes contained in the following Sponsor's policies: School Board Policy 5200, Attendance and School Board Policy 5131, Student Transfers and Controlled Open Enrollment.
- c. The Schools shall utilize the on-line compliance monitoring system, or any other monitoring software or compliance monitoring procedure required by the Sponsor, in order to comply with law and/or State or Federal directive, within the timelines specified.

2. Records and Grades

- a. The Schools, as their own LEAs, shall be responsible for reporting student, attendance, enrollment, discipline, and all other required educational data directly to the State in accordance with applicable federal and state laws, rules, and reporting timelines.
- b. The Schools have elected not to utilize the Sponsor's electronic grade book system. The Schools may elect to utilize the Sponsor's electronic grade book system in future school years upon written notice to the District.

c. Attendance shall be entered daily pursuant to s. 1003.23, F.S.

d. The Schools shall maintain electronic audit trails of attendance and grades for each year of operation. Upon written request, the Schools shall provide the District reports and supporting documentation reasonably necessary for validation of enrollment, FTE, and funding data, audit review, and compliance oversight, within ten (10) business days of such request. Nothing in this section shall require the Schools to provide the District direct access to the Schools' information systems.

e.

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 Sponsor's computer policies and standards regarding data privacy and system security, to the extent accessing district systems. The School shall not access, directly or through a third party, any of the Sponsor's student information system unless and until the student actually enrolls in the School. Violation of this provision constitutes good cause for termination.

4. 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 TEAM and Family Schools, Inc. is the State approved Hope Operator at the time of the execution of this PBA, this PBA is predicated on KIPP TEAM and Family Schools, Inc. continuing to serve as the 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 TEAM and Family Schools, 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 an approved Hope Operator in accordance with s. 1002.333, F.S.

O) Non-Renewal and Termination

1. The District shall make student academic achievement for all students the most important factor when determining whether to renew, non-renew, or terminate this PBA. Any non-renewal or termination action may apply either:
 - a. to an individual School operating under this PBA and identified by a separate MSID; or
 - b. to this Agreement in its entirety only where grounds for non-renewal or termination

KIPP Miami – North Campus (MSID 84-2332)

KIPP Miami – Poinciana Campus (MSID 84-2008)

Second Amendment to the First Renewal of the Performance-based Agreement

October 14, 2026

under s. 1002.33, F.S., exist independently as to each School operating under this Agreement.

2. 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, F.S.:
 - a. failure to achieve the academic performance expectations set forth pursuant to Section K.1. of this PBA;
 - b. failure to meet generally accepted standards of fiscal management; and/or
 - c. material violation of this PBA or violation of law.
3. The District shall notify the Governing Board in writing at least ninety (90) days prior to non-renewing or terminating this PBA.
4. 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 identify the applicable School(s). The notice shall stipulate that the Governing Board may, within fourteen (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.
5. The District may immediately terminate this PBA pursuant to section 1002.33(8)(d), F.S. 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 Schools' students exists.
6. If the Governing Board elects to terminate or non-renew the PBA, it shall provide reasonable prior written notice to to the District indicating the final date of operation as approved by the Governing Board at a publicly noticed meeting. A board resolution signed by the Governing Board chair and secretary, evidencing approval of such action, shall accompany the written notification provided to the District. The Governing Board agrees that such notification shall constitute a voluntary termination or non-renewal and a waiver of any rights to a hearing or appeal with respect to the applicable School(s). If the School elects to terminate or non-renew this Agreement, it shall provide notice to parents, the District, and the FDOE, as set forth in s. 1002.33(7)(e), F.S.
7. Upon notice of termination or non-renewal, the School shall not remove any public property from the premises.

P) Post Termination Provisions

1. The non-renewal or termination of this PBA must comply with the requirements of section 1002.33(8), F. S. If this PBA is not renewed or is terminated, each applicable School shall be responsible for all the debts incurred by that School. The District shall not assume the debt from any contract for services, including lease or rental agreements, made between an applicable 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 PBA, any applicable MMP/SFP Agreement existing between the District and the School shall be automatically cancelled, unless the MMP/SFP Agreement Plan 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 of this PBA, any student enrolled in an applicable School may enroll at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school.
4. All assets attributable to an applicable School and 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 Schools, District school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the applicable School, in the possession of any person, entity, or holding company, other than the applicable School, shall be held in trust upon the District's request, until any appeal is resolved. If the applicable 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.

Q) Transportation

1. The School shall provide transportation to the School's students consistent with the requirements of s. 1006.21-27 and 1012.45, F.S. 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 ten (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.

R) Administrative Fee

1. The District shall withhold an administrative fee in the amount of two percent (2%) of available funds for the first 250 students.
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 Sponsor in a contract negotiated separately from this agreement.

S) Indemnification

1. Any arrangement entered into to borrow or otherwise secure funds for the School from a source other than the State or a District 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 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; and/or
 - 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.

T) Pre-Opening Documents

If the school opens additional facilities associated with this PBA, the following documents must be provided to the District prior to the opening of the additional campus of the School.

1. Facility related documents necessary to operate a public school, including:
 - a. Lease agreement, use agreement or ownership documentation for facility, pursuant to Section 1.E of this PBA
 - b. Certificate of occupancy
 - c. Fire Inspection
 - d. Health Inspection
 - e. Required and applicable insurance coverages (e.g., liability, property, E&O)
2. Documentation of fingerprinting of all staff and Governing Board members (if applicable)
3. Contact information for Governing Board Members (if applicable)

U) 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. 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 s. 1002.333(6)(f), F.S., 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, 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, together with its Appendices and the Mutual Management Plan and Shared Facility Plan Agreement, constitutes the entire agreement of the Parties and supersedes all prior representations, understandings, and agreements, whether written or oral, concerning its subject matter. This Agreement may be amended only by the mutual written consent of the Parties. Any amendment must be approved and executed with the same formalities required for the original execution of this Agreement. No amendment shall be effective unless executed by the duly authorized representatives of each Party, whereupon it shall become part of this Agreement.
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 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, with venue in Miami-Dade County. Any court 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. 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.
14. 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.
15. 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.
16. Each of the persons executing this Agreement represents and warrants 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.
17. In the event of any conflict between the provisions of this Agreement and any Amendment, Appendix or Addendum, this Agreement shall prevail.
18. 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.
Dan Adan, Governing Board Chairperson
3000 NW 110 Street
Miami, FL 33167

KIPP Miami – North Campus
Monica Kress
3000 NW 110 Street
Miami, FL 33167

KIPP Miami – Poinciana Campus
Monica Kress
6745 NW 23 Avenue
Miami, FL 33147

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

And copies of all formal Notices to:

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

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

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

KIPP MIAMI, INC., d/b/a

KIPP MIAMI – NORTH CAMPUS (MSID 84-2332) and

KIPP MIAMI – Poinciana Campus (MSID 84-2008)

Board Chair

Signature of Board Chair

Date

ATTEST:

Board Secretary

Signature of Board Secretary

Date

THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

Maria Teresa Rojas

School Board Chair

Signature of School Board Chair

Date

ATTEST:

Rafael A. Villalobos or Designee

Signature of Superintendent or Designee

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Walter J. Harvey

General Counsel

Signature of General Counsel

Date