

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT# 25-822**

**CONTRACT FOR THE OPERATION AND MANAGEMENT OF
THE SEED SCHOOL OF MIAMI**

THIS contract ("Contract") is entered into by and between The Miami Boarding School, Inc., d/b/a The SEED School of Miami ("Operator"), The SEED Foundation, Inc. ("Foundation") and the State Board of Education of Florida, the agency head of the Florida Department of Education ("Department"), an agency of the State of Florida ("State Board").

WHEREAS, Section 1002.3305, Florida Statutes, creates the College-Preparatory Boarding Academy Pilot Program ("Program") for the purpose of providing unique educational opportunities to dependent or at-risk children who are academic underperformers but who have the potential to progress from at-risk to college-bound and directs the State Board to implement the Program; and

WHEREAS, the Operator has been selected to operate the Program ("SEED Miami") in conformity with the requirements of § 1002.3305, Fla. Stat., and other applicable state and federal laws governing public schools in Florida.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements set forth below, the parties hereby agree as follows:

I. Authority

A. The Operator represents that it is fully qualified and eligible to receive these funds to provide the services identified herein, and that it has received a valid charter authorized under section 1002.33, Florida Statutes;

B. The State Board has authority pursuant to Florida law to disburse the funds under this Contract, and to enter into this Contract with the Operator;

C. Both parties shall be governed by applicable State and Federal laws, rules and regulations;

D. The Operator has adopted Amended and Restated Bylaws, dated March 8, 2014, for the oversight and operation of SEED Miami which are in accordance with section 1002.3305, Florida Statutes, State law and this Contract (the "Bylaws"); and

E. The State Board may delegate, as permitted by law, any of its responsibilities under this Contract to the Florida Commissioner of Education.

The specific terms and conditions of this Contract are as follows:

II. Effective Dates and Renewal

This Contract shall begin on July 1, 2024, and end on June 30, 2036 (the “Term”), unless cancelled earlier in accordance with its terms. Pursuant to section 287.057(13) and 287.058(1)(g) this contract may be renewed up to the term of the original contract. Such renewal is subject to the approval by the State Board based on satisfactory performance on the performance measures set forth in this Contract. The State Board shall provide advance written notice of its decision whether or not to renew this Contract at least ninety (90) days prior to the end of the Term.

III. Contract Documents

The documents establishing and constituting the contractual relationship between the State Board and the Operator supersede all prior agreements and understandings, written or oral, regarding the Program, and consist of:

A. This Contract, including all of the following exhibits which are hereby incorporated by reference and made a part hereof:

1. Exhibit 1: Quarterly Per Student Payments (Table 1) and Contract Deliverables Schedule (Table 2); and
2. Exhibit 2: Performance Measures and Performance Goals.

B. The following additional documents:

1. RFP 2012-11 for College-Preparatory Boarding Academy Pilot Program (“RFP”);
2. The SEED School of Miami, Inc.’s Proposal for RFP 2012-11, dated October 5, 2011 (“Proposal”).

The provisions of this Contract, including Exhibits 1 and 2, shall govern any inconsistent provisions in the other Contract documents identified above, followed by the Charter Contract, RFP and the Proposal (except the draft charter school application).

The parties agree that an essential component to the success of a public college-preparatory boarding school is its flexibility, adaptability, and capacity to change in the interests of continuous improvement, efficiency, and student achievement. To that end, the Contract Deliverables of Table 2, Exhibit 1 can be modified as described in Paragraph V.C., below, and the Performance Measures and Performance Goals in Exhibit 2 may be modified as described in Section II of that Exhibit.

The parties expressly intend that SEED Miami evolve on an ongoing basis in response to the needs of students (and potential students), educational research, and for other appropriate reasons, and such evolution is expressly permitted hereunder. This Contract, including any incorporated documents, is to be construed liberally to achieve the foregoing intent. However, all such flexibility and evolution must be within the scope of the RFP, as updated by State law.

IV. Scope of Work

A. Pursuant to section 1002.3305, Florida Statutes, the Operator shall provide the Program that seeks to:

1. Serve as an outstanding, intensive, educational program that prepares at-risk students, both academically and socially, for success in college and beyond.
2. Provide low-income, at-risk, and disadvantaged students who need 24 hour-a-day support with the state's first public boarding school.
3. Serve as an innovative educational model that integrates a rigorous academic program with a nurturing boarding program that teaches life skills and provides a safe and secure environment.

B. Operator's Responsibilities.

1. SEED Miami will serve grades six through twelve. The Program provided at SEED Miami shall include the following components:
 - a. A rigorous academic program that is fully aligned with the Florida Standards and provides for a remedial curriculum for middle school grades and a college-preparatory curriculum for high school grades;
 - b. A comprehensive curriculum that integrates academic behaviors and dispositions, aligns with predictors of college success, and prepares students for success in college and beyond;
 - c. A boarding program in which students will remain on campus from Sunday afternoon through Friday afternoon, allowing them to spend approximately 120 hours a week under the supervision of faculty, that includes a residential student life program, extended school days and supplemental programs, college admissions counseling, health and mental health services, extracurricular activities, including athletics and cultural events, and community service and service learning opportunities.; and
 - d. Other enrichment opportunities.
2. To finance and oversee the acquisition of a facility for SEED Miami that is appropriate for a college-preparatory boarding academy and meets all applicable fire, safety, and sanitation standards.
3. To operate SEED Miami in accordance with the terms of the Proposal accepted by the State Board.
4. To conduct outreach activities consistent with the terms of the Proposal and necessary to ensure the Academy enrolls the number of eligible students needed to meet the enrollment goals established in Table 1 of Exhibit 1 (the "Maximum Program Enrollment").
5. The Operator shall provide each student's legal guardians with sufficient information on whether the student is reading at grade level, and whether the student gains at least a year's worth of learning for every year spent in the Program.
6. To conduct an application and admissions process that is fair and transparent and ensures that students enrolled in SEED Miami meet the

criteria established in law and in this Contract. The Operator shall develop and implement an enrollment lottery process that ensures that all eligible students who meet SEED Miami's admissions requirements and submit timely applications have an equal chance of being selected for acceptance into SEED Miami, subject to, at a minimum, the following:

- a. A standard enrollment application that is made available electronically and in paper form that clearly describes the eligibility criteria students must meet to be accepted.
- b. An open enrollment period not to be less than 45 calendar days during which time potential students may submit an application for enrollment.
- c. A lottery that is conducted in public, if such a lottery is necessary, to randomly select students to be accepted and enrolled in the program.
- d. Given the unique 24-hour college prep boarding school experience at SEED Miami, the following will be considered when determining students' eligibility to enroll at SEED Miami:
 - i. Safety: The student will not be a threat to his/her own safety or the safety of others on campus.
 - ii. Services: The student's academic, social and emotional needs may reasonably be served by SEED Miami staff, program and resources.
 - iii. Interest: The student and his/her guardians have indicated a desire to attend SEED Miami.
- e. As allowed by section 1002.3305, Florida Statutes, the Operator has entered into an agreement with the Florida Department of Children and Families to admit a designated number of students who are covered under the state's Child Welfare Waiver Demonstration project and has developed an alternative admissions process for these eligible students.

7. The Operator shall meet high standards of student academic achievement through the provision of a unique educational opportunity to dependent or at-risk children who are academic underperformers but who have the potential to progress from at-risk to college bound. The Operator shall meet the Performance Measures set forth in Exhibit 2.
8. No later than August 30th each year, beginning August 30, 2024, the Operator shall provide an annual report to the Department based on the Performance Measures set forth in Exhibit 2 (the "Performance Measures Annual Report").
9. The Operator shall at all times comply with section 1002.3305, Fla. Stat.; other applicable laws, rules, and regulations; the Charter Contract; and the Bylaws.

V. Annual Appropriation Requests, Contract Payments and Contract Deliverables

A. Annual Appropriation Requests. As set forth in section 1002.3305, Florida Statutes, the Department will make an annual appropriation request (the “LBR”) for funding the Program pursuant to the legislative budget request process under section 216.023, Florida Statutes, or through requests for budget amendments to the Legislative Budget Commission in accordance with section 216.181, Florida Statutes. The Department will consider Exhibit 1 (the “Contract Appropriation”) and work with the Operator annually to develop the LBR.

B. Payment. No later than the fifteenth (15th) day of each July, October, January and April (each, a “Quarter”), beginning July 15, 2024, the State Board, through the Department, shall make quarterly payments to the Operator, subject to annual appropriations by the Legislature, consisting of the following:

1. Per Student Payment:

The Per-Student Payment shall consist of the quarterly per student rate for the applicable year of the Contract (the “Quarterly Rate”), as shown on Table 1 of Exhibit 1, per student enrolled in the Program (the “Program Enrollment”), calculated as outlined below, up to the Maximum Program Enrollment. No later than the first day of each Quarter, the Operator will provide an invoice to the Department for the Per-Student Payment, showing the Program Enrollment calculated as follows:

- a. July Program Enrollment will be based on actual enrollment as of July 1.
- b. October Program Enrollment will be based on actual enrollment as of October 1.
- c. January Program Enrollment will be based on enrollment as reflected in the Survey 2 (October) FTE Count, including any State adjustments to the Survey 2 FTE Count made as of January 1. The January Per Student Payment shall be increased or decreased so that the combined funding provided in the July, October and January Per Student Payments is based on the Program Enrollment as reflected in the Survey 2 FTE Count.
- d. April Program Enrollment will be based on enrollment as reflected in the Survey 3 (February) FTE Count, including any State adjustments to the Survey 3 FTE Count made as of April 1. The April Per Student Payment shall be increased or decreased so that when combined with the July, October and January Per Student Payments, the total funding for the fiscal year is equal to the annualized Quarterly Rate multiplied by i) .5 FTE for the Program Enrollment reflected in the Survey 2 FTE Count, and ii) .5 FTE for the Program Enrollment reflected in the Survey 3 FTE Count (assuming all such students are full-time).

2. Operational Expense Payments: In the event that the Program Enrollment is less than the Maximum Program Enrollment in any quarter, the Operator may submit invoices to the Department for operational expenses relating to transportation, operations and maintenance, personnel and student services that will be incurred in the Quarter. This amount will be considered an

advance payment each quarter. To receive subsequent advance payments, the Operator must report at least 90% of the amount advanced has been expended. The Operator must provide evidence of the expenditures and submit documentation such as paid invoices, contracts for services, receipts for purchases, payroll reports, cancelled checks or bank statements. Operator will submit said invoices and documentation no later than the first day of each Quarter.

3. The sum of the Per Student Payments and the Operational Expense Payments will not exceed the actual appropriation for each Contract year.

C. Operator Options If Annual Appropriation Is Reduced. If the actual appropriation for any year is less than the Contract Appropriation, the Operator may continue the Contract with a proportionate reduction in the number of students served for the applicable budget year and the Operator and Department will agree on the following:

1. A proportionate reduction in the Contract Deliverables set forth in Table 2 of Exhibit 1 and services provided in the Program. Any such proportionate reduction must be accomplished by a written amendment to this Contract, which shall only address said proportionate reduction in Contract Deliverables and services for the applicable budget year, and approval of which shall not be unreasonably withheld. Operator shall provide notice to the Department of such proposed amendment no later than 15 days after the applicable budget becomes law; and
2. A modification to the Performance Measures and Performance Goals established pursuant to Exhibit 2, utilizing the procedures and following the deadlines for modification set forth in Section II of Exhibit 2.

D. Contract Deliverables. No later than the first day of each Quarter, the Operator will provide a report (the "Quarterly Contract Deliverables Report") reflecting the Contract Deliverables set forth in Table 2 of Exhibit 1.

E. Contingency on Annual Appropriation. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

F. Mandatory Reserve. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the parties shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. To the extent that such mandatory reserve results in lower funds available for use by SEED Miami pursuant to this Contract, the Operator may exercise its options as set forth in Section V.C., above.

VI. Audits

The Operator shall be responsible for responding to applicable audit inquiries and/or audit findings identifying receipts or expenditures by the Operator of any funds transferred pursuant to this Contract. The Operator shall be responsible for any repayments of funds found to be paid improperly or incorrectly and any penalties assessed based on actions by Operator.

VII. Contract Management

The parties have identified the following individuals as Contract Managers. These individuals are responsible for enforcing performance of the Contract terms and conditions and shall serve as liaison/contact regarding issues arising out of this Contract.

For Department: Florida Department of Education
Adam Emerson, Executive Director
Office of Independent Education and Parental Choice
(Room # 1044) Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400
Phone: (850) 245-9631
Fax: (850) 245-0960
E-mail: Adam.Emerson@fldoe.org

For the Operator: The Miami Boarding School, Inc.,
d/b/a The SEED School of Miami
Melanie Damian, Chairperson
1000 Brickell Ave., Ste. 1020
Miami, FL 33131
Phone: (305) 371-3960
Email: mdamian@dvllp.com

For the Foundation: The SEED Foundation
Lesley Poole, Chief Executive Officer
1730 Rhode Island Ave., N.W.
Ste. 713
Washington, D.C. 20036
(202) 785-4123
E-mail: lesley@seedfoundation.com

VIII. Modification

Modifications to the provisions of this Contract shall be valid only through execution of a formal written amendment to the Contract, signed by the Operator and approved by the State Board.

IX. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved as follows:

A. **Dispute Resolution.** If the Department believes that the Operator is not in compliance with any provision of this Contract, or if the Operator believes that the Department or the State Board is not in compliance with this Contract, the parties shall, before taking any further action, informally confer with one another to address any identified concerns and attempt to resolve their concerns with the best interests of the students in mind. The Department and the Operator both anticipate a collaborative effort to create the best environment in which SEED Miami can succeed. The party alleging the noncompliance with the Contract will provide specific written description of their allegations to the other party. If the party believes that the allegations, if unresolved, could lead to termination of the Contract, then the party will provide that notice with the written description. The other party will have no more than fifteen (15) days after receipt of the written description to provide a written response. Based on these communications, the parties will meet to resolve the issues, which may include development of a corrective action plan to cure any noncompliance.

B. If the foregoing dispute resolution fails to resolve the issue, either party may pursue any lawful remedy, including termination pursuant to Section XII.

X. Choice of Law and Venue

This Contract will be interpreted under the laws of Florida. Except for a legal action in Federal Court, Leon County, Florida, shall be the proper place of venue for all legal actions to enforce this Contract. Any civil legal proceeding arising out of or in connection with this Contract shall be brought in the Second Judicial Circuit Court, in and for Leon County, Florida.

XI. Standard Terms and Conditions

Pursuant to Section 287.058(1), Florida Statutes (applicable to the procurement of contractual services):

A. Bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for any travel expenses shall be submitted in accordance with s. 112.061.

B. The State Board may unilaterally cancel this Contract for the Operator's refusal to allow public access to all documents, papers, letters, or other material made or received by the Operator in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

C. Pursuant to section 217.347, Florida Statutes, no funds awarded under this contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

D. The Operator may not subcontract all or any portion of this Contract pertaining to the Academic Program Deliverables, the Faculty reported work-hours, Student Life, Student Support Services or Supplemental Academic Programs Deliverables, set forth in Table 2 of Exhibit

1, without the advance written consent of the Department, which shall not be unreasonably withheld. The Operator may not assign any portion of this Contract.

E. The Operator shall indemnify, defend and hold harmless the State Board and the Department of Education, its attorneys, agents and employees, from and against any and all third-party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to the Operator's performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in defense of any such claim, suits or causes of action, as aforesaid. The Operator shall have no obligations of indemnification pursuant to this Contract for losses arising from the negligence or intentional wrongdoing of the State Board or Department, or the delay or failure of the State Board or Department to perform, comply with, or observe any obligation or duty under law or this Contract. Nothing in this Contract waives sovereign immunity that the Operator may be entitled to under section 768.28, Florida Statutes.

F. Any intellectual property or proprietary materials used or created by The SEED Foundation, Inc., or the Operator in connection with operating SEED Miami or in the performance of this Contract shall be and remain the sole property of The SEED Foundation, Inc., or the Operator, as applicable.

G. No Third Party Beneficiaries. This Contract does not confer any additional rights or obligations enforceable by a third party beyond those rights and obligations created by state law. Nothing herein shall be construed as consent by the State Board or Operator to be sued by third parties in any manner arising out of this Contract.

H. No Waiver of Sovereign Immunity. Nothing contained in this Contract is intended to serve as a waiver of sovereign immunity by the State Board or the Operator, except as explicitly waived by law.

I. Executive Compensation Annual Report. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement, and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, shall provide to the Department an annual report in the format required by the Department (the "Executive Compensation Annual Report"). This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the contractor shall submit with the Executive Compensation Annual Report the most recent Return of Organization Exempt from Income Tax Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year.

J. Action to be Taken on Days Other Than Business Days. Whenever in this Contract, any action is required to be taken on a day which is a Saturday, Sunday or day on which the Department's offices are otherwise closed, such action shall be taken on the next succeeding day that is not a Saturday, Sunday or a day on which the Department's offices are otherwise closed, with the same force and effect as if taken on such day.

XII. Termination

A. Termination by State Board: This Contract may be terminated by the State Board if the Operator fails to:

1. comply with any material term of the Contract,
2. comply with any applicable statutory, regulatory, or licensing requirement, including violating the Charter Contract, or losing its status as a charter school,
3. comply with §274A(e) of the Immigration and Nationality Act by knowingly employing unauthorized aliens, or
4. allow public access to all documents, papers, letters, or other material made or received by the Operator in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section. 119.07(1), Florida Statutes.

Such termination shall require an affirmative vote by the State Board. Furthermore, termination on this basis shall only occur after notice and a reasonable opportunity to cure, not to exceed 30 days.

B. Termination by Operator: The Operator may terminate this Contract based on breach of this Contract by the State Board or Department or for the reasons set forth in Sections V.C. or IX.B., above.

XIII. Closing SEED Miami

If SEED Miami closes for any reason, the Operator's board of trustees shall execute the closing in the following manner:

- A. The parties will utilize their best efforts so that the SEED Miami closure occurs at the end of the academic school year.
- B. All unencumbered public funds provided pursuant to the Charter Contract and improvements, furnishings, and equipment purchased with public funds provided in connection with the Charter Contract will revert to the School Board and the Department as set forth in section 1002.33(8)(e), Florida Statutes.
- C. All unencumbered public funds provided pursuant to this Contract and improvements, furnishings, and equipment purchased with public funds provided in connection with this Contract will revert to the Department.

XIV. Records

A. Access to Records: The Operator shall grant access to all records pertaining to the Contract to the Department of Education's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.

B. Retention of Records:

1. Record copies will be retained five (5) fiscal years after completion or termination of the contract/lease/agreement, provided applicable audits have been released or as otherwise required by Chapter 119, Florida Statutes.
2. Duplicate copies will be retained until obsolete, superseded, or administrative value is lost.

C. The Department or the Department's designee has a legitimate educational interest in the educational records of the School, and the Department and the Department's designee shall have the right to inspect educational records at the School under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA"), if and as permitted by that Act.

D. In fulfilling its obligations under this Contract and Chapter 119, F.S., the Operator and the Foundation must comply with the requirements outlined in s. 119.0701, F.S. If the Operator or the Foundation fail to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from the Operator, the Foundation or both the Operator and the Foundation regarding an action brought to enforce a public records request sent to the Operator or the Foundation, or terminating the Contract. Pursuant to s. 119.0701, F.S., the Operator and the Foundation must:

1. Keep and maintain public records required by the Department to perform the service;
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE OPERATOR OR THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.

XV. Return on Investment

The Operator is required to provide quarterly return on investment program activities reports to the Executive Office of the Governor (EOG), Office of Policy and Budget (OPB), and the Department. Return on investment reports should describe programmatic results that are consistent with the expected outcomes, tasks, objectives and deliverables detailed in the executed contract. Beginning at the end of the first full quarter following execution, the Operator shall provide these quarterly reports to the Department within 30 days after the end of each quarter and thereafter until notified that no further reports are necessary. This report shall document the positive return on investment to the state resulting from the funds provided under the contract.

Reports should summarize the results achieved by the project for the preceding quarter and be cumulative for succeeding quarters. Although there may be some similarity between activity reports and deliverables submitted to the Department as specified in the contract for payment purposes, please note, that this return on investment report is separate and apart from those requirements.

All reports shall be submitted to the designated contract manager for the Department. All questions should be directed to the contract manager.

IN WITNESS HEREOF, the parties have caused this Contract to be executed by and between them.

[Signature page follows]

STATE OF FLORIDA
STATE BOARD OF EDUCATION and
DEPARTMENT OF EDUCATION

By: _____

Printed Name: Ben Gibson

Title: Chair, State Board of Education

Date: _____

THE MIAMI BOARDING SCHOOL, INC.,
d/b/a The SEED School of Miami

By: _____

Printed Name: Melanie Damian

Title: Chairperson

Date: _____

THE SEED FOUNDATION, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

**Exhibit 1: Quarterly Per Student Payments and
Contract Deliverables Schedule**

Table 1: Quarterly Per Student Payments		
Contract Year	Quarterly Payment	# of Students Served
2024-25	\$7,618.72 per student	up to 400
2025-26	\$7,847.28 per student	up to 400
2026-27	\$8,082.70 per student	up to 400
2027-28	\$8,325.18 per student	up to 400
2028-29	\$8,574.94 per student	up to 400
2029-30	\$8,832.18 per student	up to 400
2030-31	\$9,097.15 per student	up to 400
2031-32	\$9,370.07 per student	up to 400
2032-33	\$9,651.17 per student	up to 400
2033-34	\$9,940.70 per student	up to 400
2034-35	\$10,238.93 per student	up to 400
2035-36	\$10,546.09 per student	up to 400

Table 2: Contract Deliverables Schedule

Item	Description	Evidence of Completion	Q1	Q2	Q3	Q4
1	SEED Miami Board of Trustees will adopt an annual budget for the following school year	Adopted program budget	X			
2	SEED Miami will enroll eligible students up to the Maximum Program Enrollment	Students enrolled in the Program as of July 1 (Q1), October 1 (Q2), January 1 (Q3), April 1 (Q4)	X	X	X	X
3	Full time Student Life faculty will work a minimum of 40 hours/week in preceding quarter	Report of Student Life Faculty work hours	X	X	X	X
4	SEED Miami will continue student incentive program that includes one Daily Social Skills Report per student per day	Compilation registering a minimum of 1 Daily Social Skills Report per student per day	X	X	X	X
5	Each student will complete a minimum of 90 minutes of Habits for Achieving Lifelong Success (“HALLS”) lessons each week	Copies of HALLS lesson plan template and completion report	X	X	X	X
6	Full time Student Support Services faculty will work a minimum of 40 work hours per week in the preceding quarter	Report of Student Support Services faculty work hours	X	X	X	X
7	Full time academic faculty will provide a minimum of 40 work hours per week in preceding quarter to supplement charter supported academic services and ensure small class sizes and provide adequate teacher planning.	Report of Supplemental Academic faculty work hours	X	X	X	X
8	Full time administrative staff will work a minimum of 40 work hours per week in preceding quarter	Report of Administrative staff work hours	X	X	X	X
9	SEED Miami will provide Student Life/residential services during each week when school is in session	SEED Miami master calendar showing days students are in residence	X	X	X	X

Defined Term

- **Academic Faculty:** Academic faculty provide the academic instructional program focused on a rigorous college preparatory curriculum for all students. Positions may include teachers, Directors of Academic Affairs, and academic support staff. More information regarding SEED Miami's Academic faculty can be found in pages 27-34 of SEED's response to DOE's RFP 2012-11, College-Preparatory Boarding Academy Pilot Program.
- **Student Life Faculty:** The Student Life faculty is responsible for ensuring the safety and security of the boarding program while providing instruction in life skills and character development. Positions may include the Directors of Student Affairs, resident assistants, night boarding manager, and Student Life Counselors. More information regarding SEED Miami's Student Life faculty can be found in pages 34-38 of SEED's response to DOE's RFP 2012-11, College-Preparatory Boarding Academy Pilot Program.
- **Student Support Services Faculty:** Student Support Services faculty deliver preventative and intervention services related to physical and mental health, academic enrichment, and special needs to students in a personalized and seamless manner. Positions may include nurses, psychologists, counselors/therapists, social worker, speech and language therapist, external opportunities coordinator, and athletic coordinator. More information regarding SEED Miami's Student Support Services can be found in pages 39-49 of SEED's response to DOE's RFP 2012-11, College-Preparatory Boarding Academy Pilot Program.
- **Administrative Faculty:** Administrative faculty oversee and assume responsibility for the implementation of a rigorous and successful SEED program and its operations. Positions include the Head of School, Executive Assistant, Director of Operations, Director of Admissions, Director of Student Support Services, Finance Director, and Director of College and Career Services. More information regarding SEED Miami's administrative faculty can be found in pages 10-12 of SEED's response to DOE's RFP 2012-11, College-Preparatory Boarding Academy Pilot Program.
- **Supplemental Academic Faculty:** Supplemental Academic Faculty are members of the academic faculty whose salaries are not funded with per-pupil dollars from Miami-Dade County Public Schools. These positions may include teachers, and a dean of students.
- **Home Visit:** Home visits are designed as the first step in cultivating the SEED student and family relationship. As part of the admissions process, SEED staff conduct home visits with each prospective SEED student and the student's family. Home visits are informal in nature and are designed to give prospective families the "home court advantage" allowing them to ask questions about the SEED program, mission, and staff. Home visits also allow SEED staff to verify a student's eligibility for the program, to assist the family with the admissions application, and to learn about the prospective student's interests, strengths, growth areas, and other family dynamics. Home visits continue throughout the school year as needed.
- **Daily Social Skills Reports:** The Daily Social Skills Report tracks student social skill development through daily online behavior reports (previously called the SEED Note). Daily Social Skills Reports are a component of SEED's motivation system that is designed to encourage SEED students to be accountable for their behavior and by enhancing skill acquisition. The ultimate goal is to move from extrinsic to intrinsic motivation as students mature. In grades 6-12, students will receive a Daily Social Skills Report each day which will allow students to earn points (both positive and negative) throughout the course of a 24-hour day. Positive consequences (positive points) for appropriate behavior and negative consequences (negative points) for inappropriate behavior are awarded. Points can be exchanged for privileges (e.g. purchases at the SEED store, or participation in off-campus outings).



The SEED School of Miami

**EXHIBIT 2
ANNUAL PERFORMANCE MEASURES AND PERFORMANCE GOALS AND ANNUAL REPORT**

The Operator shall meet high standards of student academic achievement through the provision of a unique educational opportunity to dependent or at-risk children who are academic underperformers but who have the potential to progress from at-risk to college bound. Capitalized terms not defined herein will have the meanings set forth in the Contract for the Operation and Management of the SEED School of Miami, with a term beginning July 1, 2024 (the “Contract”).

I. Performance Measures, Performance Goals and Annual Report

The Operator will evaluate the Program using the Annual Performance Measures and Performance Goals set forth in Table 1, below. By August 30th of each year, beginning with August 30, 2024, the Operator shall provide to the Department, Office of Independent Education and School Choice (hereinafter, the “Department”) an annual report (the “Performance Measures Annual Report”) which evaluates the Program based on the Performance Measures and Performance Goals set forth below and includes other information about the Program such as the demographic description of the student body and a narrative description of enrichment opportunities provided to students.

For Goal III, the Operator will use the results from the 2023-24 final progress monitoring assessments in Math and Reading to establish baseline performance. By September 1, 2024, the Operator will submit to the Department proposed goals for grade level performance in Reading and Math for the 2024-25 school year and for each year of the contract. The Operator and Department shall agree upon the grade level performance goals by October 1, 2024. The Operator shall report upon the grade level performance goal in the Performance Measures Annual Report.

II. Modification to Performance Goals

The Department and Operator understand that the Performance Measures and Performance Goals set forth in Table 1, below, may need to be updated throughout the term of the Contract. These updates will be proposed by the Operator no later than October 31 each year, beginning October 31, 2024. The Department shall review proposed updates within fifteen (15) business days of receipt. If the Department does not approve the proposed updates, it shall provide the Operator a written explanation which includes the Department’s own proposed updates. The Operator shall review the Department’s proposed updates within fifteen (15) business days of receipt. If the Operator does not agree with the Department’s proposed updates, the Operator and Department may begin the dispute resolution process described in Section IX of the Contract.

Table 1									
Annual Performance Measures and Performance Goals									
Goal I. Average Daily Attendance Rates	<table border="1"> <tr> <td>Quarter 1 (July 1-Sept. 30)</td> <td>90%+</td> </tr> <tr> <td>Quarter 2 (Oct. 1-Dec. 31)</td> <td>92%+</td> </tr> <tr> <td>Quarter 3 (Jan. 1-Mar. 31)</td> <td>94%+</td> </tr> <tr> <td>Quarter 4 (April 1-June 30)</td> <td>96%+</td> </tr> </table>	Quarter 1 (July 1-Sept. 30)	90%+	Quarter 2 (Oct. 1-Dec. 31)	92%+	Quarter 3 (Jan. 1-Mar. 31)	94%+	Quarter 4 (April 1-June 30)	96%+
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Goal II. Student Enrollment	<ul style="list-style-type: none"> 90% of those students enrolled at SEED Miami as of October 1 will remain enrolled as of January 1 90% of those students enrolled at SEED Miami as of January 1 will remain enrolled as of April 1. 85% of those students enrolled at SEED Miami as of April 1, excluding 12th graders, will reenroll for the following school year 								
Goal III. Grade Level Performance in Reading and Math	<ul style="list-style-type: none"> See Above 								
Goal IV. Interim Assessment Scores	80% of SEED Miami 7 th , 8 th , 9 th , and 10 th grade students will demonstrate learning gains on the MAP Growth summative examination in the subjects of mathematics and reading.								
Goal V. F.A.S.T. Scores	80% of SEED Miami students will make learning gains (as defined by the Florida Department of Education) on the annual F.A.S.T. mathematics and reading exams.								