

**FLORIDA DEPARTMENT OF EDUCATION
CONTRACT NO.: 14-821
AMENDMENT NO.: 5**

This AMENDMENT to Contract Number **14-821** ("Contract") is entered into by and between **The Miami Boarding School, Inc., d/b/a The Seed School of Miami.**, (the "Operator") 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"). Defined terms used herein shall have the meanings set forth in the Contract.

WHEREAS, on July 1, 2014, the Department entered into the Contract with the Operator to provide the service; and

WHEREAS, the Parties have amended the contract from time to time most recently amending and renewing the contract on July 1, 2019; and

WHEREAS, due to unforeseen delays in the completion of dormitory construction and increased security needs, the Parties desire to amend this contract to incorporate additional services and reimbursement terms related to the boarding and safety of students.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the Department and the Contractor covenant and agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Contract as amended, Section IV., B, 2. Operator's Responsibilities is hereby amended to incorporate the following:
 - a. Locate and contract for an alternate dormitory, if needed. The facility must accommodate all enrolled students Sunday afternoon through Friday afternoon and meet all fire, safety and sanitation standards.
 - b. Arrange and contract for additional security at any identified alternate dormitory, if needed. Security officers must be available and on site when students and staff are present at the dormitory.
 - c. Arrange and contract for transportation of students and staff from any identified alternate dormitory, if needed.
 - d. Arrange and contract for repairs and maintenance necessary at any identified alternate dormitory, if needed.
3. Section V, Payment Terms and Schedule is hereby amended to incorporate the following:
 - F. Costs for any necessary alternative dormitory, security, transportation, repairs and maintenance will be processed as reimbursement. The Contractor must submit an invoice and accompanying information that documents payment has been issued for services rendered. Documentation may include copies of cancelled checks or bank statements showing payment has been issued.
4. The Contract, Exhibit 3, "Reimbursement Budget," is hereby added. Line items represent the maximum amount available for each reimbursable service. The total amount will not exceed the unexpended balance for the 2019/2020 state fiscal year.
5. This amendment shall be effective upon execution.

All provisions in this Contract and any amendment thereto, in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in full force and effect and are to be performed at the level specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this one (1) page Amendment to be executed by their proper and duly authorized representatives.

**State of Florida
State Board of Education**

**The Miami Boarding School, Inc.
d/b/a The SEED School of Miami**

By:

By:

Authorized Signature

Authorized Signature

Name: Andy Tuck

Name:

Typed

Melanie Damian

Typed

Title: Chair, State Board of Education

Title:

Typed

Board Chair

Typed

Date:

Date:

4.10.2020