

**STATE BOARD OF EDUCATION**  
**Action Item**  
May 20, 2014

**SUBJECT:** Contract between State Board of Education and SEED School of Miami, Inc.

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**PROPOSED BOARD ACTION**

Review and approval of proposed contract with SEED School of Miami, Inc.

**AUTHORITY FOR STATE BOARD ACTION**

Section 1002.3305(4), Florida Statutes

**EXECUTIVE SUMMARY**

Section 1002.3305, Florida Statutes, requires the State Board of Education (Board) to contract with the operator of a college-preparatory boarding academy selected through a competitive Request for Proposals.

The Department selected the SEED School of Miami, Inc., to operate the academy. The contract between the Board and SEED requires SEED to provide unique educational opportunities for at-risk children who are underperformers but who have the potential to progress from at-risk to college-bound.

SEED will provide a rigorous educational program that is fully aligned with the Florida Standards and will prepare students for success in college and beyond. The program includes a public charter school and a boarding program in which students will remain on campus from Sunday afternoon through Friday afternoon. SEED will provide extended school days, a residential student life program, college admissions counseling, health and mental health services, extracurricular activities and community and service learning opportunities.

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**Supporting Documentation Included:** Draft Contract for the Operation and Management of the SEED School of Miami; Exhibit 1; and Exhibit 2

**Facilitator/Presenter:** Adam Miller, Executive Director, Office of Independent Education and Parental Choice

**STATE OF FLORIDA DEPARTMENT OF EDUCATION  
CONTRACT# 14-821**

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

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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, created 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

WHEREAS, Section 1002.3305, Florida Statutes, directed the State Board to implement the Program, to issue a request for proposals from private, nonprofit corporations interested in operating the Program, and to select an operator for the Program; and

WHEREAS, the State Board issued a request for proposals, and selected the Operator for the Program; and

WHEREAS, the Foundation has demonstrated success with the operation of public boarding school programs in Washington, D.C. ("SEED DC") and in Baltimore, Maryland ("SEED MD"), which are similar to the Program authorized under Section 1002.3305, Florida Statutes; and

WHEREAS, the Foundation provides significant guidance and support to SEED DC and SEED MD in all facets of operation, including administrative support, curriculum and program development, and personnel development, and it will use that experience with the SEED School of Miami pursuant to a management agreement with the Operator; and

WHEREAS, the Foundation has created the Operator; and

WHEREAS, the Foundation and the Operator have demonstrated the capacity to finance and secure private funds for the development of a campus for the College-Preparatory Boarding Academy ("Academy"); and

WHEREAS, the Operator has entered into a Charter Contract with the Miami-Dade School Board ("Charter Contract") to operate a charter school, pursuant to Section 1002.33, Florida Statutes, to offer grades 6 through 12 at the Academy; and

WHEREAS, the Operator will operate the Academy in conformity with the requirements of § 1002.3305, Fla. Stat., and other applicable state and federal laws governing public schools in Florida, and

WHEREAS, § 1002.3305, Florida Statutes, requires the State Board to contract with the qualified Operator selected to establish a College-Preparatory Boarding Academy for dependent or at-risk children.

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 shall maintain bylaws for the oversight and operation of the Academy which are in accordance with section 1002.3305, Florida Statutes, state law and this contract, and any amendments to the bylaws are subject to approval of the State Board; 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, 2014, and shall expire 60 months thereafter on June 30, 2019, unless cancelled earlier in accordance with its terms. Subject to the limitations set forth in Section 287.057(13) and 287.058(1)(g), Florida Statutes, this Contract is renewable at the option of the State Board for a renewal period of up to 60 months based on satisfactory performance under this Contract.

The Operator shall provide a Payments and Deliverables Schedule, consistent with Table 1 to Exhibit 1, and proposed Performance Measures for the renewal period by November 1, 2018. The State Board shall provide advance written notice to the Operator of its decision to exercise or not exercise its option to renew by December 31, 2018.

### **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: Proposed Payments and Deliverable Schedule for Years 2014-15 through 2020-21; and
2. Exhibit 2: Performance Measures

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, but not including the draft charter school application (“Proposal”).

The provisions of this Contract, including Exhibit 1 and Exhibit 2, shall govern any inconsistent provisions in the other Contract documents identified above, followed by the RFP, the Proposal (except the draft charter school application), and the Charter Contract as approved by the School board of Miami-Dade County on March 12, 2014.

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 Deliverables Schedule in Table 2 of Exhibit 1 can be modified as described in Paragraph V.C.2. below, and the Performance Measures in Exhibit 2 will be updated annually as described in that Exhibit.

The parties expressly intend that the Academy 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, including organizational structure, 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. The Academy will begin with grade six in its first year and expand grade levels offered in subsequent years. The Program provided at the Academy 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 the Academy that is appropriate for a college-preparatory boarding academy and meets all applicable fire, safety, and sanitation standards. Permitting, location and relocation of the facility shall comply with the Charter Contract and applicable laws, rules and regulations.
3. To operate the Academy 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 Exhibit 1.
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 the Academy meet the criteria established in law. The Operator shall develop and implement an

enrollment lottery process that ensures that all eligible students who meet the Academy's admissions requirements and submit timely applications have an equal chance of being selected for acceptance into the Academy, subject to the following. This shall include, 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 the Academy, the following will be considered when determining students' eligibility to enroll at the Academy:
  - 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 the Academy staff, program and resources.
  - iii. Interest: The student and his/her guardians have indicated a desire to attend the Academy.
- 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. The Operator may give enrollment preference as set forth in section 1002.33(10), Florida Statutes, provided that students receiving such preference otherwise meet the Academy admissions requirements and eligibility criteria for the Academy established by law.

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. The Operator shall annually review and evaluate the Academy, and report to the Department based on the Performance Measures set forth in Exhibit 2.

9. The Operator shall at all times comply with § 1002.3305, Fla. Stat.; other applicable laws, rules, and regulations; the Charter Contract; and the by-laws approved by the State Board.

## **V. Payment Terms and Schedule**

A. **Funding Plan.** As required by subsection 1002.3305(7), Florida Statutes, the Department of Education shall annually, with the cooperation of the Department of Juvenile Justice and the Department of Children and Family Services, develop a plan, and any necessary amendments thereto, which details how educational and noneducational funds that would otherwise be committed to the students in the Academy and their families can be repurposed to provide for the operation of the Academy and related services. The plan will be based on federal and state funding streams for children and families meeting the eligibility criteria for eligible students in section 1002.3305(2)(b), Florida Statutes. The Department shall submit the plan annually, together with relevant budget requests, including the Contracted Appropriations set forth in Table 1 of Exhibit 1, through 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 Contracted Appropriations for each year shall be equal to the annualized quarterly payments multiplied by the students served as shown in Table 1 of Exhibit 1.

B. **Deliverables and Payment.** The State Board, through the Department, shall make four (4) quarterly payments to the Operator each year of the Contract, subject to annual appropriations by the Legislature based on the number of students served by the Program and proof of Deliverables set forth in Exhibit 1. Payments shall be made on the fifteenth day of the month in July, October, January and April, with the first payment being made no later than July 15, 2014. The basis for each quarterly payment shall be \$6,250 per unweighted full-time equivalent (“FTE”) student, up to the maximum number of students shown for each year of the Contract in Exhibit 1. The quarterly payment per student shall be increased each year of the Contract by two percent (2%), as reflected in Exhibit 1 and the Proposal. No later than the due date listed in Table 2, Exhibit 1, the Operator will provide an invoice for the quarterly payment to the Department based on the number of students to be served in each quarter. The invoice will also include documentation of the Deliverables for the corresponding quarter as set forth in Exhibit 1. Number of students served shall be determined as follows:

1. July quarterly payment will be based on actual enrollment as of July 1.
2. October quarterly payment will be based on actual enrollment at the end of the second week of student attendance (10-day count). The October quarterly payment shall be increased or decreased so that the combined funding provided in the July and October quarterly payments is based on the enrollment at the end of the second week of student attendance (10-day count).
3. January quarterly payment will be based on enrollment as reflected in the Survey 2 (October) FTE Count as of January 1. The January quarterly payment shall be increased or decreased so that the combined funding provided in the July, October and January quarterly payments is based on the enrollment as reflected in the Survey 2 FTE Count.

4. April quarterly payment will be based on enrollment as reflected in the Survey 3 (February) FTE Count as of April 1. The April quarterly payment shall be increased or decreased so that when combined with the July, October and January quarterly payments, the total funding for the fiscal year is equal to the annualized quarterly payment multiplied by i) .5 FTE for the student enrollment reflected in the Survey 2 FTE Count, and ii) .5 FTE for the student enrollment reflected in the Survey 3 FTE Count (assuming all such students are full-time).
5. Any adjustment to annual funding due to a difference between the final, certified Survey 3 FTE Count and the Survey 3 FTE Count used as a basis for the April quarterly payment, shall be reflected in the July quarterly payment for the following year.

C. **Operator Options If Contracted Appropriation Is Reduced.** The Contracted Appropriations are attached as Exhibit 1 to this Contract. If the actual appropriation for any year is different from the Contracted 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 Deliverables set forth in Table 2 of Exhibit 1 and services provided as set forth in the Proposal. Any such proportionate reduction must be accomplished by a written amendment to this Contract, which shall only address said proportionate reduction in 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 Goals established pursuant to Exhibit 2, utilizing the procedures and following the deadlines for modification set forth in Section VII of Exhibit 2.

D. **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.

E. **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 the Academy pursuant to this Contract, the Operator may exercise its options as set forth in 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  
Charter Schools Director  
(Room # 1044) Turlington Building  
325 West Gaines Street  
Tallahassee, FL 32399-0400  
Phone: (850) 245-05020  
Fax: (850) 245-9134  
E-mail: Adam.Emerson@fldoe.org

For the Operator: The Miami Boarding School, Inc.,  
d/b/a The SEED School of Miami  
Frances P. Allegra, President  
The SEED School of Miami  
1000 Brickell Ave. Ste. 1020  
Miami, FL 33131  
E-mail: [fallegra@seedfoundation.com](mailto:fallegra@seedfoundation.com)

For the Foundation: The SEED Foundation  
Shane Mulhern, Chief Schools Officer  
1776 Massachusetts Ave., N.W.  
Ste. 600  
Washington, D.C. 20036  
(202) 785-4123  
E-mail: [smulhern@seedfoundation.com](mailto:smulhern@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 the Academy can succeed. The party alleging the noncompliance with the Contract will provide a specific written description of their allegations to the other party. If the party believes that such allegations, if unresolved, could lead to termination of the Contract, then the party will provide that notice along 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. 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.

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 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 failure to perform in conformance with 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 any 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 the Academy 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 Department, except as explicitly waived by law.

## **XII. Termination**

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

- 1) open the Academy within the time specified in the Contract or any extension,
- 2) maintain adequate progress, thus endangering performance of the Contract,
- 3) honor any material term of the Contract,
- 4) abide by any statutory, regulatory, or licensing requirement, including violating its charter agreement, or losing its status as a charter school,
- 5) comply with §274A(e) of the Immigration and Nationality Act by knowingly employing unauthorized aliens, or
- 6) 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 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 in the event that actual appropriations by the Legislature are less than the Contractual Appropriation provided in Section V.A., above, and set forth in Table 1 to Exhibit 1.

### **XIII. Closing the Academy**

If the Academy 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 Academy 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 district 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.

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.

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

STATE OF FLORIDA  
STATE BOARD OF EDUCATION and  
DEPARTMENT OF EDUCATION

By: \_\_\_\_\_

Printed Name: Gary Chartrand

Title: Chair, State Board of Education

Date: \_\_\_\_\_

Approval by Department's Office of  
General Counsel as to form and legality:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: Melanie Damian

Title: Chair

Date: \_\_\_\_\_

THE SEED FOUNDATION, INC.

By: \_\_\_\_\_

Printed Name: Rajiv Vinnakota

Title: Co-Founder and CEO

Date: \_\_\_\_\_

**Exhibit 1: Payments and Deliverable Schedule**  
The SEED School of Miami ("SEED Miami")  
Years 1-7

Table 1: Quarterly Payment Per Student By Year and Number of Students Served By Year

Contract Year	Quarterly Payment	#of Students Served
Year 1	\$6,250.00	60
Year 2	\$6,375.00	120
Year 3	\$6,502.50	180
Year 4	\$6,632.55	240
Year 5	\$6,765.20	300
Year 6 (Renewal)	\$6,900.50	360
Year 7 (Renewal)	\$7,038.51	400
Year 8 (Renewal)	\$7,179.28	400
Year 9 (Renewal)	\$7,322.87	400
Year 10 (Renewal)	\$7,469.33	400

Table 2: Deliverables, Evidence of Completion, Due Dates, and Payments by Quarter

Year	Quarter	Deliverable Description and Minimum Performance Standards	Evidence of Completion	Due Date	Payment Amount	Payment Date
1	1	<ul style="list-style-type: none"> <li>SEED Miami Board of Trustees will adopt a budget for the FY 2014-2015 school year.</li> <li>SEED Miami will hire faculty and staff to offer program services under the contract to serve the scheduled enrollment capacity.</li> <li>SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> </ul>	<ol style="list-style-type: none"> <li>Adopted program budget</li> <li>Faculty and staff roster by position and department</li> <li>Students FTE ("Full-Time Enrollment") as of July 1, 2014</li> </ol>	July 8, 2014	Quarterly payment per student from Table 1 enrolled as of July 1, 2014	July 15, 2014

1	2	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• SEED Miami will perform a home visit for each student prior to the student's first day of school.</li> <li>• SEED Miami Student Life faculty will work a minimum of 1,632 hours in quarter 1.</li> <li>• SEED Miami will initiate a student incentive program that fosters and rewards positive behavior and promotes the school's Core Values (respect, responsibility, integrity, gratitude, self-discipline, compassion) that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 648 HALLS lessons.</li> <li>• SEED Miami Student Support Services Faculty will work a minimum of 816 hours in quarter 1.</li> <li>• SEED Miami will achieve a participate rate of 80 percent in initial family-engagement workshop</li> <li>• SEED Miami Academic faculty will provide a minimum of 408 work-hours in quarter 1 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• SEED Miami Administration staff will work a minimum of 1,224 work-hours in quarter 1.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of second week of student attendance</li> <li>2. List of students including date of home visit</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 1,620 SEED Notes</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Family workshop participation report</li> <li>8. Report of Supplemental Academic faculty work-hours</li> <li>9. Report of Administrative staff work hours</li> </ol>	October 8, 2014	Quarterly payment per student from Table 1 enrolled as of end of second week of student attendance	October 15, 2014
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1	3	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 2,992 hours in quarter 2.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 1,296 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,496 hours in quarter 2.</li> <li>• Academic faculty will provide a minimum of 748 work-hours in quarter 2 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 1,122 work-hours in quarter 2.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 2 (October) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 2,970 SEED Notes</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	January 8, 2015	Quarterly payment per student from Table 1 enrolled as of Survey 2 (October) FTE Count	January 15, 2015
1	4	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 3,264 hours in quarter 3.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 1,296 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,632 hours in quarter 3.</li> <li>• Academic faculty will provide a minimum of 816 work-hours in quarter 3 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 1,224 work-hours in quarter 3.</li> </ul>	<ul style="list-style-type: none"> <li>• Student FTE as of Survey 3 (February) FTE Count</li> <li>• Report of Student Life faculty work-hours</li> <li>• Compilation registering a minimum of 3,240 SEED Notes</li> <li>• Copies of HALLS lesson plan template and completion report</li> <li>• Report of Student Support Services faculty work-hours</li> <li>• Report of Supplemental Academic faculty work-hours</li> <li>• Report of Administrative staff work hours</li> </ul>	April 8, 2015	Quarterly payment per student from Table 1 enrolled as of Survey 3 (February) FTE Count	April 15, 2015

2	1	<ul style="list-style-type: none"> <li>• SEED Miami Board of Trustees will adopt a budget for the FY 2015-2016 school year.</li> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 1,904 hours in quarter 4.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 756 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 952 hours in quarter 4.</li> <li>• Academic faculty will provide a minimum of 476 work-hours in quarter 4 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 1,224 work-hours in quarter 4.</li> </ul>	<ol style="list-style-type: none"> <li>1. Adopted program budget</li> <li>2. Students FTE as of July 1, 2015</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 1,890 SEED Notes</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	July 8, 2015	Quarterly payment per student from Table 1 enrolled as of July 1, 2015	July 15, 2015
2	2	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• SEED Miami will perform a home visit for each student prior to the student's first day of school.</li> <li>• Student Life faculty will work a minimum of 3,264 hours in quarter 1.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 1,296 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,020 hours in quarter 1.</li> <li>• Academic faculty will provide a minimum of 816 work-hours in quarter 1 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,040 work-hours in quarter 1.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of second week of student attendance</li> <li>2. List of students including date of home visit</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 3,240 SEED Notes</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	October 8, 2015	Quarterly payment per student from Table 1 enrolled as of end of second week of student attendance	October 15, 2015

2	3	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 5,984 hours in quarter 2.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 2,376 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,870 hours in quarter 2.</li> <li>• Academic faculty will provide a minimum of 1,496 work-hours in quarter 2 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 1,870 work-hours in quarter 2.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 2 (October) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 5,940 SEED Notes</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	January 8, 2016	Quarterly payment per student from Table 1 enrolled as of Survey 2 (October) FTE Count	January 15, 2016
2	4	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 6,528 hours in quarter 3.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 2,592 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,040 hours in quarter 3.</li> <li>• Academic faculty will provide a minimum of 1,632 work-hours in quarter 3 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,040 work-hours in quarter 3.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 3 (February) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 6,480 SEED Notes</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	April 8, 2016	Quarterly payment per student from Table 1 enrolled as Survey 3 (February) FTE Count	April 15, 2016

3	1	<ul style="list-style-type: none"> <li>• SEED Miami Board of Trustees will adopt a budget for the FY 2015-2016 school year.</li> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 3,808 hours in quarter 4.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 1,512 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,190 hours in quarter 4.</li> <li>• Academic faculty will provide a minimum of 952 work-hours in quarter 4 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,040 work-hours in quarter 4.</li> </ul>	<ol style="list-style-type: none"> <li>1. Adopted program budget</li> <li>2. Students FTE as of July 1, 2015</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 3,780 SEED Notes</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	July 8, 2016	Quarterly payment per student from Table 1 enrolled as of July 1, 2016	July 15, 2016
3	2	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• SEED Miami will perform a home visit for each student prior to the student's first day of school.</li> <li>• Student Life faculty will work a minimum of 4,896 hours in quarter 1.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 1,944 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,428 hours in quarter 1.</li> <li>• Academic faculty will provide a minimum of 1,224 work-hours in quarter 1 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,856 work-hours in quarter 1.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of second week of student attendance</li> <li>2. List of students including date of home visit</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 4,860 SEED Notes</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	October 8, 2016	Quarterly payment per student from Table 1 enrolled as of end of second week of student attendance	October 15, 2016

3	3	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 8,976 hours in quarter 2.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 3,564 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,618 hours in quarter 2.</li> <li>• Academic faculty will provide a minimum of 2,244 work-hours in quarter 2 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,618 work-hours in quarter 2.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 2 (October) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 8,910 SEED Notes</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	January 8, 2017	Quarterly payment per student from Table 1 enrolled as of Survey 2 (October) FTE Count	January 15, 2017
3	4	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 9,792 hours in quarter 3.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 3,888 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,856 hours in quarter 3.</li> <li>• Academic faculty will provide a minimum of 2,448 work-hours in quarter 3 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,856 work-hours in quarter 3.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 3 (February) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 9,720 SEED Notes</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	April 8, 2017	Quarterly payment per student from Table 1 enrolled as Survey 3 (February) FTE Count	April 15, 2017

4	1	<ul style="list-style-type: none"> <li>• SEED Miami Board of Trustees will adopt a budget for the FY 2015-2016 school year.</li> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 5,712 hours in quarter 4.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per student per day.</li> <li>• Students collectively will complete in a minimum of 2,268 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,666 hours in quarter 4.</li> <li>• Academic faculty will provide a minimum of 1,428 work-hours in quarter 4 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,268 work-hours in quarter 4.</li> </ul>	<ol style="list-style-type: none"> <li>1. Adopted program budget</li> <li>2. Students FTE as of July 1, 2015</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 5,670 SEED Notes</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	July 8, 2017	Quarterly payment per student from Table 1 enrolled as of July 1, 2017	July 15, 2017
4	2	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• SEED Miami will perform a home visit for each student prior to the student's first day of school.</li> <li>• Student Life faculty will work a minimum of 5,916 hours in quarter 1.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 2,592 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,632 hours in quarter 1.</li> <li>• Academic faculty will provide a minimum of 1,836 work-hours in quarter 1 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,264 work-hours in quarter 1.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of second week of student attendance</li> <li>2. List of students including date of home visit</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 30 SEED Notes for each middle school student and 30 Core Value Cards for each grade 9 student</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	October 8, 2017	Quarterly payment per student from Table 1 enrolled as of end of second week of student attendance	October 15, 2017

4	3	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 10,846 hours in quarter 2.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 4,752 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,992 hours in quarter 2.</li> <li>• Academic faculty will provide a minimum of 3,366 work-hours in quarter 2 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,992 work-hours in quarter 2.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 2 (October) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 55 SEED Notes for each middle school student and 55 Core Value Cards for each grade 9 student</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	January 8, 2018	Quarterly payment per student from Table 1 enrolled as of Survey 2 (October) FTE Count	January 15, 2018
4	4	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 11,832 hours in quarter 3.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 5,184 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,992 hours in quarter 3.</li> <li>• Academic faculty will provide a minimum of 3,366 work-hours in quarter 3 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,264 work-hours in quarter 3.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 3 (February) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 60 SEED Notes for each middle school student and 60 Core Value Cards for each grade 9 student</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	April 8, 2018	Quarterly payment per student from Table 1 enrolled as Survey 3 (February) FTE Count	April 15, 2018

5	1	<ul style="list-style-type: none"> <li>• SEED Miami Board of Trustees will adopt a budget for the FY 2015-2016 school year.</li> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 6,902 hours in quarter 4.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 3,024 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 1,904 hours in quarter 4.</li> <li>• Academic faculty will provide a minimum of 2,142 work-hours in quarter 4 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,264 work-hours in quarter 4.</li> </ul>	<ol style="list-style-type: none"> <li>1. Adopted program budget</li> <li>2. Students FTE as of July 1, 2015</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 35 SEED Notes for each middle school student and 35 Core Value Cards for each grade 9 student</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	July 8, 2018	Quarterly payment per student from Table 1 enrolled as of July 1, 2018	July 15, 2018
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5	2	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• SEED Miami will perform a home visit for each student prior to the student's first day of school.</li> <li>• Student Life faculty will work a minimum of 6,528 hours in quarter 1.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 3,240 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,040 hours in quarter 1.</li> <li>• Academic faculty will provide a minimum of 2,244 work-hours in quarter 1 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,672 work-hours in quarter 1.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of second week of student attendance</li> <li>2. List of students including date of home visit</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 30 SEED Notes for each middle school student and 30 Core Value Cards for each grade 9 student</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	October 8, 2018	Quarterly payment per student from Table 1 enrolled as of end of second week of student attendance	October 15, 2018
5	3	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 11,968 hours in quarter 2.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 5,940 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 3,740 hours in quarter 2.</li> <li>• Academic faculty will provide a minimum of 4,114 work-hours in quarter 2 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,366 work-hours in quarter 2.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 2 (October) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 55 SEED Notes for each middle school student and 55 Core Value Cards for each grade 9 student</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	January 8, 2019	Quarterly payment per student from Table 1 enrolled as of Survey 2 (October) FTE Count	January 15, 2019

5	4	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 13,056 hours in quarter 3.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 6,480 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 4,080 hours in quarter 3.</li> <li>• Academic faculty will provide a minimum of 4,488 work-hours in quarter 3 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,672 work-hours in quarter 3.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 3 (February) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 60 SEED Notes for each middle school student and 60 Core Value Cards for each grade 9 student</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	April 8, 2019	Quarterly payment per student from Table 1 enrolled as Survey 3 (February) FTE Count	April 15, 2019
6	1	<ul style="list-style-type: none"> <li>• SEED Miami Board of Trustees will adopt a budget for the FY 2015-2016 school year.</li> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 7,616 hours in quarter 4.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 3,780 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,380 hours in quarter 4.</li> <li>• Academic faculty will provide a minimum of 2,618 work-hours in quarter 4 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,672 work-hours in quarter 4.</li> </ul>	<ol style="list-style-type: none"> <li>1. Adopted program budget</li> <li>2. Students FTE as of July 1, 2015</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 35 SEED Notes for each middle school student and 35 Core Value Cards for each grade 9 student</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	July 8, 2019	Quarterly payment per student from Table 1 enrolled as of July 1, 2019	July 15, 2019

6	2	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• SEED Miami will perform a home visit for each student prior to the student's first day of school.</li> <li>• Student Life faculty will work a minimum of 7,140 hours in quarter 1.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 3,888 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,244 hours in quarter 1.</li> <li>• Academic faculty will provide a minimum of 2,856 work-hours in quarter 1 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,672 work-hours in quarter 1.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of second week of student attendance</li> <li>2. List of students including date of home visit</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 55 SEED Notes for each middle school student and 55 Core Value Cards for each grade 9 student</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	October 8, 2019	Quarterly payment per student from Table 1 enrolled as of end of second week of student attendance	October 15, 2019
6	3	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 13,090 hours in quarter 2.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 7,128 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 4,114 hours in quarter 2.</li> <li>• Academic faculty will provide a minimum of 5,236 work-hours in quarter 2 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 2,376 work-hours in quarter 2.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 2 (October) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 55 SEED Notes for each middle school student and 55 Core Value Cards for each grade 9 student</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	January 8, 2020	Quarterly payment per student from Table 1 enrolled as of Survey 2 (October) FTE Count	January 15, 2020

6	4	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 14,280 hours in quarter 3.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 7,776 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 4,488 hours in quarter 3.</li> <li>• Academic faculty will provide a minimum of 5,712 work-hours in quarter 3 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,672 work-hours in quarter 3.</li> </ul>	<ol style="list-style-type: none"> <li>1. Student FTE as of Survey 3 (February) FTE Count</li> <li>2. Report of Student Life faculty work-hours</li> <li>3. Compilation registering a minimum of 60 SEED Notes for each middle school student and 60 Core Value Cards for each grade 9 student</li> <li>4. Copies of HALLS lesson plan template and completion report</li> <li>5. Report of Student Support Services faculty work-hours</li> <li>6. Report of Supplemental Academic faculty work-hours</li> <li>7. Report of Administrative staff work hours</li> </ol>	April 8, 2020	Quarterly payment per student from Table 1 enrolled as Survey 3 (February) FTE Count	April 15, 2020
7	1	<ul style="list-style-type: none"> <li>• SEED Miami Board of Trustees will adopt a budget for the FY 2015-2016 school year.</li> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 8,330 hours in quarter 4.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 4,536 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,618 hours in quarter 4.</li> <li>• Academic faculty will provide a minimum of 3,332 work-hours in quarter 4 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 3,672 work-hours in quarter 4.</li> </ul>	<ol style="list-style-type: none"> <li>1. Adopted program budget</li> <li>2. Students FTE as of July 1, 2015</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 35 SEED Notes for each middle school student and 35 Core Value Cards for each grade 9 student</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	July 8, 2020	Quarterly payment per student from Table 1 enrolled as of July 1, 2020	July 15, 2020

7	2	<ul style="list-style-type: none"> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• SEED Miami will perform a home visit for each student prior to the student's first day of school.</li> <li>• SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>• Student Life faculty will work a minimum of 8,160 hours in quarter 4.</li> <li>• SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>• Students collectively will complete in a minimum of 4,320 HALLS lessons.</li> <li>• Student Support Services Faculty will work a minimum of 2,448 hours in quarter 4.</li> <li>• Academic faculty will provide a minimum of 3,264 work-hours in quarter 4 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>• Administration staff will work a minimum of 4,080 work-hours in quarter 4.</li> </ul>	<ol style="list-style-type: none"> <li>1. Students FTE as of July 1, 2015</li> <li>2. List of students including date of home visit</li> <li>3. Report of Student Life faculty work-hours</li> <li>4. Compilation registering a minimum of 30 SEED Notes for each middle school student and 30 Core Value Cards for each grade 9 student</li> <li>5. Copies of HALLS lesson plan template and completion report</li> <li>6. Report of Student Support Services faculty work-hours</li> <li>7. Report of Supplemental Academic faculty work-hours</li> <li>8. Report of Administrative staff work hours</li> </ol>	October 8, 2020	Quarterly payment per student from Table 1 enrolled as of end of second week of student attendance	October 15, 2020
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7	3	<ul style="list-style-type: none"> <li>SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>Student Life faculty will work a minimum of 14,960 hours in quarter 1.</li> <li>SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>Students collectively will complete in a minimum of 7,920 HALLS lessons.</li> <li>Student Support Services Faculty will work a minimum of 4,488 hours in quarter 1.</li> <li>Academic faculty will provide a minimum of 3,740 work-hours in quarter 1 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>Administration staff will work a minimum of 3,740 work-hours in quarter 1.</li> </ul>	<ol style="list-style-type: none"> <li>Student FTE as of second week of student attendance</li> <li>Report of Student Life faculty work-hours</li> <li>Compilation registering a minimum of 55 SEED Notes for each middle school student and 55 Core Value Cards for each grade 9 student</li> <li>Copies of HALLS lesson plan template and completion report</li> <li>Report of Student Support Services faculty work-hours</li> <li>Report of Supplemental Academic faculty work-hours</li> <li>Report of Administrative staff work hours</li> </ol>	January 8, 2021	Quarterly payment per student from Table 1 enrolled as of Survey 2 (October) FTE Count	January 15, 2021
7	4	<ul style="list-style-type: none"> <li>SEED Miami will enroll eligible students within it scheduled enrollment capacity.</li> <li>Student Life faculty will work a minimum of 16,320 hours in quarter 2.</li> <li>SEED Miami will continue student incentive program that includes one SEED Note per middle school student and one Core Value Card per grade nine student per day.</li> <li>Students collectively will complete in a minimum of 8,640 HALLS lessons.</li> <li>Student Support Services Faculty will work a minimum of 4,896 hours in quarter 2.</li> <li>Academic faculty will provide a minimum of 6,528 work-hours in quarter 2 to supplement charter-supported academic services and ensure small class sizes and adequate teacher planning for at-risk students.</li> <li>Administration staff will work a minimum of 4,080 work-hours in quarter 2.</li> </ul>	<ol style="list-style-type: none"> <li>Student FTE as of Survey 2 (October) FTE Count</li> <li>Report of Student Life faculty work-hours</li> <li>Compilation registering a minimum of 60 SEED Notes for each middle school student and 60 Core Value Cards for each grade 9 student</li> <li>Copies of HALLS lesson plan template and completion report</li> <li>Report of Student Support Services faculty work-hours</li> <li>Report of Supplemental Academic faculty work-hours</li> <li>Report of Administrative staff work hours</li> </ol>	April 8, 2021	Quarterly payment per student from Table 1 enrolled as Survey 3 (February) FTE Count	April 15, 2021

Defined Terms

- **Academic Faculty:** Academic faculty provide the academic instructional program focused on a rigorous college preparatory curriculum for all students. Positions may include teachers, academic affairs coordinator, and a library/media specialist. *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:** Student Life faculty work with students after school in the dormitories and in other after-school settings. 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 student affairs coordinator, resident assistants, night boarding manager, and life skills 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, athletics coordinator, ELL specialists, and exceptional student education specialists. *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/principal, executive assistant, president, director of admissions, director of student support services, operations director, 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.
- **SEED Note:** SEED Notes are a component of SEED's motivation system that is designed to complement the Model of Care teaching process by encouraging youth 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 6-8, students will receive a SEED Note each day and the SEED Note 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).
- **Core Value Card:** Ninth grade students receive Core Value Cards, which is another component of SEED's motivation system that is designed to complement the Model of Care teaching process by encouraging youth to be accountable for their behavior and by enhancing skill acquisition. Similar to SEED Notes, accumulation of a designated number of Cards is exchanged in the same manner for privileges and purchases as during the middle school years.
- **HALLS Curriculum:** Each day after school, the Student Life program takes the lead in implementing the HALLS (Habits for Achieving Life Long Success) curriculum to students and in providing guidance on how to develop these vital habits. Students' development of HALLS is an integral part of the SEED experience, instilling in students characteristics that prepare them both academically and socially for success in college. HALLS is represented by four habits ("Social Intelligence", "Endurance", "Exploration", and "Deliberation") that are practiced both explicitly and implicitly across the 24-hour program. These four broad categories incorporate a series of actions (outlined in the table below) that guide SEED students toward success in attaining college, career, and life goals while providing the SEED schools with a common vocabulary for this important part of the school culture. *More information regarding SEED's HALLS curriculum can be*

found in pages 74-77 and in Appendix F of SEED's response to DOE's RFP 2012-11, College-Preparatory Boarding Academy Pilot Program.

**HALLS Habits and Corresponding Actions**

<b>Social Intelligence</b>	<b>Endurance</b>	<b>Exploration</b>	<b>Deliberation</b>
<ul style="list-style-type: none"> <li>• cooperation</li> <li>• association</li> <li>• group dynamics</li> <li>• teamwork</li> <li>• communication</li> <li>• collaboration</li> <li>• compassion</li> <li>• empathy</li> <li>• respect</li> <li>• tolerance</li> </ul>	<ul style="list-style-type: none"> <li>• persistence</li> <li>• tenacity</li> <li>• grit</li> <li>• perseverance</li> <li>• responsibility</li> <li>• effort</li> </ul>	<ul style="list-style-type: none"> <li>• intellectual curiosity</li> <li>• critical and creative thinking</li> <li>• problem solving</li> <li>• intellectual integrity</li> <li>• inquisitiveness</li> <li>• symphony (big picture thinking)</li> <li>• design</li> </ul>	<ul style="list-style-type: none"> <li>• mindfulness</li> <li>• metacognition</li> <li>• reflection</li> <li>• mindset</li> <li>• self-discipline</li> <li>• self-determination</li> <li>• courage</li> <li>• integrity</li> </ul>

## **Exhibit 2**

### **SEED Miami**

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.

#### **I. Performance Measures**

The Operator exists to support students who have been traditionally underserved by our educational system and who are underrepresented in college. The Operator shall strive to best understand what strengths and areas for growth each student brings to their experience at SEED. This helps with the planning and preparation towards college readiness for each and every SEED student. As a way to monitor progress, SEED has developed the “SEED Network Success Questions.” The questions will guide the Operator and the Department through the evaluation process.

#### **II. SEED Network Success Questions**

- Are we serving the students who need us the most?
- Do our schools have a positive and continuous learning environment for students and staff?
- Are students on track for promotion into high school?
- Are students on track to graduate from high school and to succeed in college?
- Have students developed the competencies through experiential learning that they need to be successful in college and life?
- Have students developed the personal character strengths that they need to succeed in college?

**III. Measures: The Operator and Department will use the following measures to gauge progress** toward meeting high standards of student academic achievement.

- Year-over-year state standardized assessment results
- Math and Reading Interim Assessments
- Fountas and Pinnell reading level results
- Attendance
- Attrition

#### **IV. Annual Report**

By August 30<sup>th</sup> of each year, beginning August 2015, the Operator shall provide to the Department Office of Independent Education and School Choice (hereinafter “Department”) an annual report which includes the following information for the prior school year:

- Number of students enrolled at beginning of school year
- Cohort attrition rate
- Number of students enrolled at end of school year
- Demographic description of student body
- Average daily attendance by month and school year
- Student performance, by grade, on fall and spring administrations of the Fountas and Pinnell reading assessments
- Student performance, by grade, on math and reading interim assessments
- Annual and longitudinal proficiency and growth scores, by grade, on state assessments
- Narrative description of enrichment opportunities provided to students

#### **V. Performance Goals Year 1**

By October 31, 2014, the Operator shall provide to the Department proposed performance goals for the 2014-15 school year, for the following metrics:

- Attrition rate
- Average daily attendance rate for school year
- Student performance and growth on spring administration of the Fountas and Pinnell reading assessment
  - Operator shall provide performance data on fall assessment
- Student performance and growth on final math and reading interim assessments
  - Operator shall provide performance data on interim assessments administered to date

The Department shall review proposed performance goals within 15 business days of receipt. If Department does not approve proposed performance goals it shall provide the Operator a written explanation which includes the Department’s proposed performance goals. The Operator shall review the Department’s proposed performance goals within 15 business days of receipt. If the Operator does not agree with Department’s proposed goals the Operator and Department shall begin the Dispute Resolution process as described in Section IX of this Contract.

#### **VI. Performance Goals Year 2 through Year 5**

By October 31, 2015, the Operator shall provide to the Department proposed performance goals for the current school year and each remaining year of the contract for the following metrics:

- Cohort attrition rate
- Average daily attendance for school year

- Student performance and growth, by grade, on spring administration of the Fountas and Pinnell reading assessment
- Student proficiency and growth, by grade, on state assessments

The Department shall review proposed performance goals within 15 business days of receipt. If Department does not approve proposed performance goals it shall provide the Operator a written explanation which includes the Department's proposed performance goals. The Operator shall review the Department's proposed performance goals within 15 business days of receipt. If the Operator does not agree with Department's proposed goals the Operator and Department shall begin the Dispute Resolution process as described in Section IX of the Contract.

## **VII. Modification to Performance Goals**

The Department and Operator understand that the Performance Goals established for years 3 through 5 will be based on assumptions regarding students who are not yet enrolled. As result of this or other factors, the Performance Goals for years 3 through 5 may need to be updated or revised. These updates or revisions, if needed, will be proposed by the Operator no later than October 31 each year, beginning October 31, 2016. The Department shall review proposed performance goal updates and revisions within 15 business days of receipt. If Department does not approve proposed performance goals updates and revisions it shall provide the Operator a written explanation which includes the Department's proposed performance goal updates and revisions. The Operator shall review the Department's proposed performance goal updates and revisions within 15 business days of receipt. If the Operator does not agree with Department's proposed goal updates and revisions, the Operator and Department shall begin the Dispute Resolution process as described in Section IX of the Contract.

## **VIII. Annual Report Template**

By January 2015, the Operator shall provide to the Department a proposed template for the required annual report. The template shall include all metrics identified in Section IV of this exhibit. The template must include projected and actual performance when applicable.

The Department shall review proposed template within 15 business days of receipt. If Department does not approve proposed template it shall provide the Operator a written explanation which includes the Department's proposed template. The Operator shall review the Department's proposed template within 15 business days of receipt. If the Operator does not agree with Department's proposed template the Operator and Department shall begin the Dispute Resolution process as described in Section IX of the Contract.