RESOLUTION NO. 2014-30

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A MANAGEMENT AGREEMENT WITH ACADEMICA DADE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO MANAGE AND OPERATE THE HIALEAH EDUCATION ACADEMY SUBJECT TO RATIFICATION BY THE CHARTER SCHOOL OVERSIGHT COMMITTEE, FOR A TERM OF TWO YEARS, COMMENCING ON JULY 1, 2014 AND ENDING ON JUNE 30, 2016, WITH A TWO-YEAR RENEWAL TERM, AT THE OPTION OF THE CITY, EXTENDING THE SAME FEE FOR EACH STUDENT ENROLLED, WITHOUT INCREASE, DURING THE INITIAL TERM AND RENEWAL TERM, IF ANY.

WHEREAS, pursuant to Hialeah, Fla., Resolution 08-55 (May 29, 2008), the City of Hialeah entered into a three-year management services agreement with Academica Dade LLC to manage and operated the Hialeah Education Academy; and

WHEREAS, in 2011, the City of Hialeah renewed the agreement for an additional three years; and

WHEREAS, it is in the best interest to renew the agreement for two years with an option to renew for an additional two years, under the same terms and conditions, extending the fee of $450.00 for each student enrolled in the school for the duration of the initial term and renewal term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves a management agreement with Academica Dade, LLC, a Florida limited liability company, commencing on July 1, 2014 and ending on June 30, 2016, with a two-year renewal term, at the option of the City, to manage and operate the Hialeah Education Academy subject to ratification by the Charter School

Oversight Committee, extending the same fee for each student enrolled, without increase, during the initial term and the renewal term.

PASSED AND ADOPTED this 25 day of February, 2014.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 27 day of February, 2014.

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

CHARTER SCHOOL MANAGEMENT AGREEMENT

BETWEEN

CITY OF HIALEAH CHARTER SCHOOL OVERSIGHT COMMITTEE

("OVERSIGHT COMMITTEE")

AND

ACADEMICA DADE LLC

TABLE OF CONTENTS

DUTIES OF ACADEMICA DADE LLC: 3
1. Recitals 3
2. Engagement 4
3. Management and Administrative Duties 4
4. Charter School Oversight Committee Meetings 5
5. Record Keeping, Audit, and Inspections 5
6. Bookkeeping 6
7. Staff Administration 6
8. Financial Projections 7
9. Designated Contact Person 8
10. Grant Solicitation 8
11. Financing Solicitation and Coordination 8
12. Other Funding Sources 8
13. Annual Reporting 9
14. Student Assessment 9
15. School Board Representation 9
16. Governmental Compliance 9
17. Charter Renewal Coordination 9
18. Curriculum Development 10
19. Facilities Identification Expansion, Design and Development 10
20. Systems Development 11
TERM OF AGREEMENT 11
21. Initial Term 11
22. Renewal 11
23. Termination for Cause 11
24. Termination without Cause 12
COMPENSATION 12
25. Base Compensation 12
26. Additional Services 12
27. Reimbursement of Costs 13
28. Incurred Expenses 13
OTHER MATTERS 13
29. Conflicts of Interest 13
30. Indemnification 14
31. Insurance 14
32. Miscellaneous 16

CHARTER SCHOOL MANAGEMENT AGREEMENT

This is an Agreement for the Management and Administration of a Charter School by and between City of Hialeah Charter School Oversight Committee ("Oversight Committee") and Academica Dade LLC.

WHEREAS, the City of Hialeah has a contract (the "Charter") with Miami-Dade County Public Schools (also referred to as the "Sponsor") to operate a charter senior high school (the "School");

WHEREAS, the City of Hialeah, upon duly advertised Requests for Proposal for management of a charter senior high school located at Slade Park, Hialeah, Florida, received responses and thereupon, the Selection Committee recommended Academica Dade LLC as the firm to be selected;

WHEREAS, the City Council thereafter selected Academica Dade LLC;

WHEREAS, on June 10, 2008, the City of Hialeah established the Oversight Committee to provide supervision of the operation of City-sponsored charter schools;

WHEREAS, academic control and freedom are integral to the success of the School and the Oversight Committee must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, the Oversight Committee desires to ensure that its School is professionally managed and operated in accordance with the requirements of its contract with Miami-Dade County Public Schools and the requirements of all State and Federal laws as well as the requirements of local municipal and/or county ordinances that may be applicable to the operation of the School or its facilities;

WHEREAS, Academica Dade LLC has been established to provide professional management and consulting services to Charter Schools;

WHEREAS, it is Academica Dade LLC's mission to ensure that the vision of the Oversight Committee is faithfully and effectively implemented;

WHEREAS, officials of Academica Dade LLC are familiar with the governmental agencies and requirements needed to establish and operate a Charter School as well as the requirements of all State and Federal authorities and of the local municipal and or county government that may be applicable to the operation of the School or its facilities;

WHEREAS, officials of Academica Dade LLC are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for Charter School programs in Miami-Dade County;

WHEREAS, officials of Academica Dade LLC have attended and will continue to attend the numerous local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Academica Dade LLC manages a network of charter schools and believes that there are benefits to be obtained from having a uniform system-wide reporting, record-keeping and accountability system and having a wide variety of employment opportunities and options available to the employees of Charter Schools managed by Academica Dade LLC;

WHEREAS, the Oversight Committee and Academica Dade LLC desire to enter into agreements for the purpose of having Academica Dade LLC manage and administer the School;

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF ACADEMICA DADE LLC:

1. **Recitals**

The forgoing recitals are true, correct and incorporated herein.

2. **Engagement**

The School engages Academica Dade LLC to provide management services to the School. Academica Dade LLC accepts such engagement pursuant to the terms of this Agreement.

3. **Management and Administrative Duties**

Academica Dade LLC will coordinate the management and administrative duties required to operate the School. In connection with this, Academica Dade LLC will report to the Oversight Committee and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. In providing services, Academica Dade LLC will comply with all City of Hialeah, Oversight Committee and School policies and procedures, and with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments. Academica Dade LLC's services will include, but not be limited to, school governance, school curriculum, school development and management, school staffing, and human resource coordination. In addition, Academica Dade LLC's services shall include the daily administration of the School such as regulatory compliance, legal and corporate upkeep, and the maintenance of the books and records of the School as well as the bookkeeping, budgeting and financial forecasting that is provided to the Oversight Committee for its oversight. The professional services to be performed by Academica Dade LLC also include complying with the Request for Proposal Nos. 2007/08-0200-48-008 and 2010/11-0200-36-005 for management of charter senior high school located at Slade Park, Hialeah, Florida (See Exhibit "1") and the Response to Request for Proposal No. 2007/08-0200-48-008 and 2010/11-0200-36-005 (See Exhibit "2") to the extent each are applicable to the City of Hialeah Educational Academy. If there is a conflict with the Request for Proposal and/or the Response to Request for Proposal and this agreement, this agreement shall prevail. The Oversight Committee will review the

recommendations made by Academica Dade LLC and act upon them in the manner the Oversight Committee decides.

4. **Charter School Oversight Committee Meetings**

Academica Dade LLC and the staff of the School will attend the Oversight Committee meetings. Unless otherwise instructed by the Oversight Committee, Academica Dade LLC shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of State law regarding such meetings and record keeping.

5. **Record Keeping, Audit, and Inspections**

Academica Dade LLC will coordinate the maintenance of all records including the student school records of the School. Academica Dade LLC will ensure compliance with the State requirements for record keeping. At any time during normal business hours and as often as the Oversight Committee may deem necessary, there shall be made available to the Oversight Committee and/or representatives of the Oversight Committee to audit, examine, and make audits of all school records, student records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters related to this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be maintained for a minimum period of 5 years. The retention and access period starts from the date of the submission of the annual performance and evaluation report in which the specific activity is reported for the final time. Academica Dade LLC must request approval from the City before disposing of any records under this agreement.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the 5-year period, whichever is later. During the course of an audit, if the Oversight Committee determines that

any payment made to the consultant does constitute an allowable expenditure, then the Oversight Committee will have the right to deduct or reduce those amounts from the related invoices. The consultant must maintain records necessary to document compliance with the provisions of the Agreement.

6. **Bookkeeping**

Academica Dade LLC will coordinate with the accounting firms selected by the Oversight Committee and serve as liaison with them to ensure the accuracy and timeliness of financial reporting and record keeping as may be required by the Sponsor and State law.

7. **Staff Administration**

Academica Dade LLC will identify and propose qualified teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed by the School will be certified as required by Chapter 1002.33, Florida Statutes. The School may employ or contract with skilled selected non-certified personnel to assist instructional staff members as teachers' aides in the same manner as defined in Chapter 1002.33, Florida Statutes and Florida Charter School Legislation.

Academica Dade LLC will coordinate with the Oversight Committee or the Hiring Committee established by the Oversight Committee to select individuals for School-based positions.

Employees selected will be hired as School employees. Academica Dade LLC will prepare employment contracts for approval by the Oversight Committee that are to be used for the purpose of hiring employees.

Academica Dade LLC will propose a professional employee management company to the Oversight Committee which can perform the human resource services for the School. Once the

Oversight Committee approves a human resource provider, Academica Dade LLC will coordinate such services.

The Oversight Committee will have complete discretion to decide which professional employee management company and its method of human resource management to use, if any. Academica Dade LLC agrees to act as the liaison for the School vis-à-vis the human resource services provider.

All School-based employees will be assigned to the School and may only be removed, dismissed, or transferred by Oversight Committee approval.

8. Financial Projections

Academica Dade LLC will prepare annual budgets and financial forecasts for the School to present to the Oversight Committee for review and approval or disapproval. The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations. The Oversight Committee shall annually adopt and maintain an operating budget. The Oversight Committee, based on recommendations made by a certified accounting firm, will adopt accounting policies and procedures.

Academica Dade LLC will prepare, with the review and approval of the Oversight Committee, regular financial statements to the Sponsor, which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the Sponsor.

The School will provide the Sponsor with annual audited financial reports as designated by the Sponsor. These reports will be prepared by an independent and certified accounting firm. The reports shall include a complete set of financial statements and notes thereto prepared in

accordance with generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than September 20th of each year.

9. Designated Contact Person

The designed contact person at Academica Dade LLC shall be the President of Academica Dade LLC (currently Fernando Zulueta). An alternate contact person shall be the Assistant to the President and Director of Operations (currently Maggie Fresen).

10. Grant Solicitation

In consultation and with Oversight Committee approval, Academica Dade LLC will solicit grants available for the funding of charter schools from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to federal grants programs and various continuation grants for charter schools.

11. Financing Solicitation and Coordination

Academica Dade LLC will coordinate obtaining financing from private and public sources for loans desired by the Oversight Committee.

12. Other Funding Sources

Academica Dade LLC will coordinate the solicitation of School Improvement Thrift Funds (SIT) and Public Education Capital Outlay (PECO) Funds from the appropriate state or local agencies. Similarly, Academica Dade LLC will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to Charter Schools from time to time.

13. Annual Reporting

Academica Dade LLC will coordinate the preparation of the Annual Report required by the Charter School Legislation for the School.

The Report will be submitted to the Oversight Committee for approval, and Academica Dade LLC will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

14. Student Assessment

Academica Dade LLC will coordinate a student assessment methodology and retain on behalf of the School professionals to administer and evaluate results. Academica Dade LLC will provide the Oversight Committee with proposals from professionals offering to provide assessment and student evaluation services for the Oversight Committee either to approve or reject.

15. School Board Representation

Academica Dade LLC will serve as primary liaison with the Miami-Dade County Public School Board and its officials on behalf of the School. In connection therewith, Academica Dade LLC representatives will attend required meetings and public hearings.

16. Governmental Compliance

Academica Dade LLC will ensure compliance with state regulations and reporting requirements of the Charter School. Academica Dade LLC will also ensure the School's compliance with its contract with the Sponsor, and the School's contract with the Sponsor is incorporated herein by reference.

17. Charter Renewal Coordination

Academica Dade LLC will coordinate with the Sponsor for the renewal of the School's Charter on a timely basis. On behalf of the Oversight Committee, Academica Dade LLC will

negotiate the terms of the renewal contract with the Sponsor, only if requested by the Oversight Committee, and provide the Oversight Committee with notice and seek Oversight Committee approval of any renewal provisions which modify or alter the terms of the original contract between the School and the Sponsor.

18. Curriculum Development

Academica Dade LLC shall identify and or develop curricula in connection with the operations of the School and the vision of the Oversight Committee in a manner that complies with applicable federal, state and local laws and regulations.

19. Facilities Identification Expansion, Design and Development

Academica Dade LLC and the Oversight Committee shall agree by a separate checklist as to each parties' responsibilities if any modifications are required to the school facility during the term of the Agreement. Academica Dade LLC shall coordinate with the Oversight Committee for the purpose of identifying the facilities needs of the School from year-to-year. In connection therewith, Academica Dade LLC shall assist the School in planning the design of new facilities or in the expansion of existing ones. Further, Academica Dade LLC shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

The City of Hialeah shall have priority to use the school facility in the late afternoons and evenings during the week and all day on the weekends. Academica Dade LLC shall coordinate with the City of Hialeah on any late afternoons and evenings during the week or any weekends that Academica Dade LLC is interested in using the school for parent/teacher conferences, performances, or some other suitable use.

20. Systems Development

Academica Dade LLC will identify and develop school information system to be used in connection with the administration and reporting system for the school. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

TERM OF AGREEMENT

21. Initial Term

The term of the Agreement shall commence on the start of the 2014-2015 school year. The commencement date shall be deemed to be July 1, 2014.

The term of this Agreement shall be two years, with an option for renewal for two years, at the discretion of the Oversight Committee.

22. Renewal

Unless terminated by the Oversight Committee, the terms of this Agreement shall be renewed along with any renewals to the Charter Agreement.

23. Termination for Cause

The Oversight Committee shall have the right to terminate this Agreement for cause by providing 30 days notice to Academica Dade LLC. "Cause" shall be defined to include, but not be limited to, a material breach of this Agreement by Academica Dade LLC, the failure of Academica Dade LLC to provide educational support and management services sufficient to operate the School in a manner that complies with the standards of the Sponsor, any debarment of or similar action against Academica Dade LLC by any governmental entity or any action or conduct by Academica Dade LLC or its principals that may bring disrepute to the School, the Oversight Committee, the City of Hialeah (e.g., any arrest or conviction for a crime of moral turpitude or any felony) or that may endanger or materially lessen the safety of students. If the

Sponsor terminates or materially changes its Charter Agreement with the School or Oversight Committee for the operation of the School, the School or Oversight Committee and Academica Dade LLC may upon 30 days written notice terminate this Agreement without penalty or liability of any kind to either party.

24. Termination without Cause

Either party shall terminate this Agreement, without cause, upon 180 days written notice to the other party or sooner if the written notice coincides with the end of a school year but in no event before the expiration of one year.

COMPENSATION

25. Base Compensation

The School shall pay Academica Dade LLC a Charter School Management fee of $450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided the School receives such funds. The School or the Oversight Committee shall have no obligation to pay such fee before receiving the funds from the Sponsor or the State of Florida. The fee shall be payable in equal monthly installments. The fee shall be adjusted annually at each anniversary based on the change in the prior year's Consumer Price Index or on the basis of the year-to-year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less. Notwithstanding the aforementioned, Academica Dade LLC shall not adjust the fee above the $450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement as defined in Section 21, above.

26. Additional Services

Academica Dade LLC will provide additional services not covered under this Agreement to the Oversight Committee as requested by the Oversight Committee by proposal to Oversight

Committee and subject to Oversight Committee approval. This may include services that are not within the regular course of running the school. Such projects may include the engagement of other professionals or consultants who may be independent from Academica Dade LLC or part of Academica Dade LLC's network of consulting professionals.

27. Reimbursement of Costs

Academica Dade LLC shall be reimbursed for actual costs it incurs in connection with travel, lodging, and food required while attending conferences and other events on behalf of the School, provided that the Oversight Committee shall give prior written approval for such cost. Notwithstanding, this provision does not confer any entitlement or expectation that the Oversight Committee will approve any such expenditures.

28. Incurred Expenses

Pursuant to the agreement of the Oversight Committee's and Academica Dade LLC, Academica Dade LLC may defer some or all of the base compensation, and/or costs for additional services, and/or reimbursable costs incurred hereunder from one fiscal year to the next, which will be duly noted in the schools financial records.

OTHER MATTERS

29. Conflicts of Interest

A. Academica Dade LLC covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of Academica Dade LLC in connection with this Agreement has any personal financial interests, direct or indirect, with the Oversight Committee or the City of Hialeah. Academica Dade LLC further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Academica Dade LLC or its employees must be disclosed in writing to the Oversight Committee.

B. Academica Dade LLC is aware of the conflict of interest laws of the City of Hialeah, Hialeah Code Ch 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

30. Indemnification

Academica Dade LLC shall indemnify and save the City of Hialeah, the Oversight Committee, their officials, their employees, their representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action which arise out of or in connection with the professional services provided with this Agreement, to the extent caused by the negligence, recklessness or intentionally wrongful misconduct, act or omission on the part of Academica Dade LLC or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all reasonable costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any such claims or in the investigation thereof.

31. Insurance

A. Academica Dade LLC shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, and Employer's Liability Insurance for employees of Academica Dade LLC. In addition, Academica Dade LLC shall provide, pay for and maintain Comprehensive General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance, in such amounts acceptable to the Risk Manager of the City of Hialeah. In addition, Academica Dade LLC shall assist the school in obtaining, at the school's expense, any and all policies the school may be required to carry by the terms of the Charter or otherwise.

B. Such policy or policies shall be issued by the United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Oversight Committee and the City of Hialeah by naming both as additional insured under the Comprehensive General Liability Insurance Policy.

C. All policies shall provide a notice of cancellation or restriction: The policy or policies must be endorsed to provide Oversight Committee with 30 days notice of cancellation and/or restriction.

1. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law and all applicable federal law.
2. Comprehensive General Liability Insurance with minimum limits of $3,000,000 per occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors; and (3) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
3. Business Automobile Liability Insurance with minimum liability limits of $3,000,000 per occurrence combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy,

without restrictive endorsements, as filed by the Insurance Services Office and must include: (1) Owned vehicle; and (2) Hired and non-owned vehicles.

4. Contractor shall provide the Oversight Committee with a Certificate of Insurance or a copy of all insurance policies required in this article. The Oversight Committee reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Oversight Committee shall be given 30 days notice prior to expiration or cancellation of the policy.

32. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any substantial amendment to this Agreement shall require approval of the Oversight Committee.

(3) Neither party shall assign this Agreement without the written consent of the other party; such consent shall not be unreasonably withheld.

(4) No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision unless expressly stated.

(5) If any provision or any part of this Agreement is determined to be unlawful, void

or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Florida and shall be interpreted according to the laws of that state. If a dispute arises the venue shall be the state of Florida, county of Miami-Dade.

(8) In the event of a dispute arising from this Agreement, each party shall bear their own attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

OVERSIGHT COMMITTEE
Marla Alpizar, Acting Director
Education & Community Services
7400 West 24 Avenue, 2nd Floor
Hialeah, Florida 33016
Tel: (305) 698-3651
Fax: (305) 818-9841

ACADEMICA DADE LLC
Fernando J. Zulueta, President
Academica Dade LLC
6361 Sunset Drive
Miami, Florida 33143
Tele: (305) 669-2906
Fax: (305) 669-4390

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah Charter School Oversight Committee
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest: ATTEST: MARBELYS FATJO Acting City Clerk

Authorized signature on behalf of
City of Hialeah Charter School Oversight Committee

Mayor Carlos Hernandez Date

Oversight Committee Clerk

(SEAL)

Approved as to legal sufficiency and as to form:

William M. Grodnick
Oversight Committee Attorney

Academica Dade LLC
6361 Sunset Drive
Miami, Florida 33143

Authorized signature of the firm

Attest:

Collette D. Papa, Esq.
Corporate Secretary
(SEAL)

Fernando J. Zulueta Date
President