

Mercedes Toural, Chief Education Officer  
and Deputy Superintendent of Schools

**SUBJECT:           REQUEST SCHOOL BOARD APPROVAL OF THE FIRST  
                      AMENDMENT TO THE CHARTER SCHOOL RENEWAL  
                      CONTRACT WITH DORAL ACADEMY, INC., ON BEHALF OF  
                      DORAL ACADEMY**

**COMMITTEE:       EDUCATION AND SCHOOL OPERATIONS**

As per Section 1002.33(7)(c), Florida Statutes, a charter school contractual agreement may be modified during its initial term or any renewal term upon the recommendation of the sponsor and the approval of both parties to the agreement.

The initial charter school contractual agreement for Doral Academy was approved by The School Board of Miami-Dade County, Florida, on June 23, 1999, for a term of five years, commencing with the 1999-2000 school year. Subsequent amendments have provided for changes in grade level configuration and increases in enrollment capacity. The contractual agreement was renewed for fifteen years on January 14, 2004.

Doral Academy is located at 2450 NW 97 Avenue, Miami, Florida 33172, and currently serves approximately 725 students in grades kindergarten through five.

Doral Academy has requested a first amendment to the renewal contract which would allow the school to operate a second campus at a facility located at NW 87 Court and NW 21 Terrace, Miami, Florida 33172, commencing with the 2004-2005 year, and throughout the term of the contract which ends on June 30, 2019.

The Charter School Contract Review Committee met on March 8, 2004, and by a majority vote made a recommendation for approval of the first amendment to the charter school contractual agreement.

**RECOMMENDED:**   That The School Board of Miami-Dade County, Florida, approve the first amendment to the charter school renewal contract with Doral Academy, Inc., on behalf of Doral Academy to operate a second campus located at NW 87 Court and NW 21 Terrace, Miami, Florida 33172, commencing in 2004-2005 and throughout the term of the contract which ends on June 30, 2019.

RKF/MB/CR:dcr

FIRST AMENDMENT TO CHARTER SCHOOL RENEWAL CONTRACT

THIS FIRST AMENDMENT TO THE CHARTER SCHOOL RENEWAL CONTRACT ("AMENDMENT") entered into as of the 20<sup>th</sup> day of May 2004, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ("SPONSOR") and THE DORAL ACADEMY, INC., a non profit corporation organized under laws of the State of Florida, on behalf of THE DORAL ACADEMY ("SCHOOL").

**RECITALS**

A. The Sponsor and School entered into that certain Charter School Contract dated as of June 24, 1999, and renewed as of March 14, 2004 (the "Contract"), whereby the Sponsor agreed to permit the School to operate a charter school pursuant to Florida Statutes.

B. The Sponsor and School now desire to amend the renewal Contract to provide for the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual benefits to be derived there from and of the respective mutual covenants and agreements hereinafter set forth, the parties hereto agree to amend the charter school renewal Contract as follows:

1. Part IV. C. (3) (4) of the Renewal Contract is hereby amended, and substituted in its place and stead is the following:

**PART IV. FINANCIAL ACCOUNTABILITY**

**C. FACILITIES**

(3) The School will operate its program at these locations: 2450 NW 97<sup>th</sup> Avenue, Miami, Florida 33172 and SW 87<sup>th</sup> Court and NW 21<sup>st</sup> Terrace, Miami, Florida 33172.

(4) Proposed site locations are contingent upon and subject to local governmental authority approving the sites for school use. The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local governance, including Individuals with Disabilities Education Act. It is expressly agreed that the School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies. Since charter schools are fully recognized as public schools pursuant to §1002.33(1), Fla.Stat.(2003), the Charter issued herein and the School's operation hereunder shall be subject to necessary local government approvals including site plan approval pursuant to §1013.33, Fla.Stat.(2003). Zoning or other land use development orders approving the School use, if issued by the local government entity having jurisdiction over the area where the School property is located, shall satisfy the review requirements of §1013.33, Fla.Stat.(2003). The School further agrees that it shall be responsible for all cost for or associated with complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including but not limited to application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies. The School will show a Certificate of Occupancy, and other certificates that are required by the applicable building and fire enforcement authorities, as well as health and sanitation enforcement authorities and including all other enforcement agencies having jurisdiction, before the initial opening day of classes. The School agrees that at no time during the length of this contract will the enrollment capacity exceed the number of students permitted by zoning capacity, applicable laws and regulations. If the School fails to obtain all

licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies having jurisdiction ten (10) working days prior to the initial opening day of classes, this Contract shall terminate with no compensation due to the School, however, the application shall remain effective for the following school year.

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

ATTEST: THE DORAL ACADEMY, INC., on behalf of  
The Doral Academy

By: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Secretary Signature of Board Chair

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Secretary Board Chair

ATTEST: THE SCHOOL BOARD OF MIAMI - DADE COUNTY,  
FLORIDA

By: \_\_\_\_\_ Date \_\_\_\_\_  
Merrett R. Stierheim Dr. Michael M. Krop  
Secretary Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
School Board Attorney Date