

Antoinette Dunbar, Deputy Superintendent
Curriculum and Instruction

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Office of School Facilities

**SUBJECT: REQUEST SCHOOL BOARD APPROVAL OF THE SIXTH
 AMENDMENT TO THE CHARTER SCHOOL CONTRACTUAL
 AGREEMENT WITH LIBERTY CITY CHARTER SCHOOL
 PROJECT, INC., ON BEHALF OF THE LIBERTY CITY CHARTER
 SCHOOL AND AUTHORIZATION FOR THE SUPERINTENDENT TO
 FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT
 FOR THE TEMPORARY RELOCATION OF THE LIBERTY CITY
 CHARTER SCHOOL TO THE CAMPUS OF LILLIE C. EVANS
 ELEMENTARY SCHOOL**

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

**LINK TO DISTRICT
STRATEGIC PLAN: GENERAL OPERATIONS**

Section 1002.33(7), Florida Statutes, Charter Schools, states that 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 The Liberty City Charter School (Liberty City Charter) was approved by The School Board of Miami-Dade County, Florida, on July 24, 1996. Subsequent amendments have updated and renewed the contractual agreement, increased the enrollment capacity, extended the term of the contract, allowed the school to become a public employer, and authorized the operation of a second campus on an interim basis. Under the current contractual agreement, the School is authorized to serve a maximum of 705 students in grades kindergarten through eight for a term of ten years, through June 30, 2014.

Until the conclusion of the 2006-2007 school year, Liberty City Charter was located at 8700 NW Fifth Avenue, Miami, Florida 33167, and served approximately 242 students in grades kindergarten through six. In the 2006-2007 school year, the school received a grade of "C" under Florida's A+ Plan for Education. Previously, the School received grades of "A" (2005-2006), "B" (2004-2005) and "C" (2003-2004). The most recent financial audit revealed no findings.

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Upon the conclusion of the 2006-2007 school year, Liberty City Charter was evicted from the aforementioned location as a result of a legal dispute between the landlord and the School. Due to difficulties in obtaining a new facility in time for the commencement of the 2007-2008 school year, Liberty City Charter sought assistance from the District to temporarily lease school facilities until such time that a permanent location could be obtained.

As a consequence of the opening of the new Holmes Elementary School facility, the portables previously used to accommodate Holmes' students (on the campus of Lillie C. Evans Elementary School) are available on an interim basis. On August 13, 2007, the District entered into a Temporary Use Agreement with Liberty City Charter to accommodate the School in the portable classroom space at L. C. Evans from August 14, 2007, through September 5, 2007.

In order to mitigate disruption to the students' instructional program at Liberty City Charter, the School has requested to remain at L. C. Evans for the duration of the 2007-2008 school year. In order to accommodate this request, it is necessary to amend the School's charter contractual agreement and enter into a separate lease agreement with the Charter School, through June 30, 2008.

The proposed lease agreement with Liberty City Charter, for use of portable classrooms and concomitant common areas at L. C. Evans, will include, among others, the following provisions:

- Liberty City Charter will indemnify and hold the School Board harmless from all liabilities inherent in or that may arise during its use of the portable classrooms and common areas;
- prior to the commencement of the lease agreement, Liberty City Charter will provide evidence of insurance, as set forth in its current charter contractual agreement;
- the lease shall commence September 6, 2007, and terminate June 30, 2008;
- routine maintenance of portable classrooms (e.g. ballast replacement, air conditioning filter cleaning, minor electrical/plumbing repair, etc.) will be provided by the District, with the cost of same to be invoiced to Liberty City Charter at the District's cost of time and material, Upon notification from Liberty City Charter, any necessary repair services will be provided by the District, with the cost of same to be invoiced to Liberty City Charter at the District's cost of time and material;
- light bulb replacement as well as routine janitorial/custodial services for the portable classrooms and the immediate surrounding area shall be provided by Liberty City Charter, at its expense;
- the period of use by Liberty City Charter for Buildings 49-0132, 46-0043, 49-0203, 49-0202, 49-0310, 35-0018 and 46-0140 shall be from 6:30 a.m. to 6:30 p.m., Monday through Friday. The period of use by Liberty City Charter for Buildings 33-0081, 49-0131 and 49-0228 shall be from 6:30 a.m. to 3:30 p.m., Monday through Friday. Within 30 days of its occupancy, or as soon thereafter as possible, Liberty City Charter will supply the Principal of L. C. Evans with a master calendar requesting any use of one or more of the portable classrooms beyond these hours,

and the Principal of L. C. Evans, in his sole authority, not to be unreasonably withheld, may so authorize;

- within 10 days of its occupancy, or as soon thereafter as possible, Liberty City Charter will submit a schedule for its proposed use of existing recreational facilities to the Principal of L. C. Evans, and the Principal of L. C. Evans, in his sole authority, not to be unreasonably withheld, may so authorize;
- Liberty City Charter students and staff will have access to and use of restroom facilities within Building 01 of L. C. Evans (rooms 009 and 011) during its period of use, and shall provide all routine janitorial/custodial services required to keep the rooms in a clean and usable condition (including supplying consumable products);
- Liberty City Charter students and staff will have access and use of the cafeteria/dining room facilities at times determined by the Principal of L. C. Evans;
- Liberty City Charter staff will have access and use of up to 20 parking spaces within the parking lot located to the east of Building 10;
- the existing fire alarm and security system installations serving the portable classrooms and L. C. Evans will remain active and in use, and will be monitored and maintained by the District, at its sole cost and expense;
- Liberty City Charter, at its sole cost and expense, will provide any additional needed security systems and/or security monitors;
- Liberty City Charter, at its option, may use any existing District-owned furniture, fixtures, and equipment (FF&E) now located within the portable classrooms. If any such District-owned FF&E is to be used, Liberty City Charter must supply a written inventory of same to the Principal of L. C. Evans prior to its occupancy, which inventory must be corroborated by District staff. Any remaining District-owned FF&E will remain within the portable classrooms and will be removed by the District as time permits;
- Liberty City Charter will be solely responsible for any damages to the District's property that arise as a result of their use of the facilities at L. C. Evans and must reimburse the District for any requisite repairs or replacement of District property;
- Liberty City Charter shall reimburse the District for the cost of School's use of electricity to the portable classrooms, as well as solid waste disposal and water and sewer service, at a combined rate of \$2,417/month;
- Liberty City Charter shall pay a total of \$200/month to cover operational costs, as well as periodic maintenance to be performed by the District, to ensure that the premises, which are subject of the lease, are maintained properly and as more specifically delineated in the lease agreement. These operational costs shall include, but not be limited to, the use of L. C. Evans cafeteria/dining facilities;
- as a condition of entering into this lease agreement, the charter school shall cap its enrollment at 275 students;
- either party may cancel the lease agreement for convenience and without cause with a minimum of 30 days advance written notice. In the event of cancellation by the District, every attempt will be made to have the cancellation effective date coincide with the end of a nine-week grading period. However, the charter school agrees and understands that this lease agreement is a temporary measure and that there is no option to renew at the end of the lease period;

- Liberty City Charter students shall wear appropriate charter school uniforms and the School's staff shall display appropriate identification (ID) at all times;
- in the event of damage or destruction of the portable classrooms, both parties will work cooperatively to seek alternate accommodations for the Liberty City Charter students; and
- for purposes of this lease agreement, the Superintendent of Schools shall be the party designated by the School Board to grant or deny all approvals required by the agreement, or to cancel this agreement as provided in the agreement.

Once Liberty City Charter obtains a new permanent location, an amended charter school contractual agreement indicating the School's new location, will be brought to the School Board for consideration.

The following is the governing board for the charter school: Mr. T. Willard Fair, Chair, Ms. Cheri Perry, Member, and Ms. Cheryl Wachtel, Member.

Copies of the contractual agreement will be transmitted to the School Board Members under separate cover and will be available for inspection by the public in the Office of Board Recording Secretary, Room 924, and in the Citizen Information Center, Room 158, 1450 NE Second Avenue, Miami, Florida 33132.

RECOMMENDED: That The School Board of Miami-Dade County, Florida:

1. approve the sixth amendment to the charter school contractual agreement with The Liberty City Charter School Project, Inc., on behalf of The Liberty City Charter School, to temporarily relocate the charter school to the campus of Lillie C. Evans Elementary School, effective September 6, 2007, through June 30, 2008; and
2. authorize the Superintendent to finalize negotiations and execute a lease agreement with The Liberty City Charter School Project, Inc., on behalf of The Liberty City Charter School, pursuant substantially to the terms and conditions noted above, to accommodate the School in unused portable space at Lillie C. Evans Elementary School, through June 30, 2008.

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