

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO:

- 1. EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND MIAMI-DADE FOUNDATION FOR EDUCATIONAL INNOVATION (“MDFEI”), FOR THE OPERATION OF A DISTRICT-MANAGED CHARTER SCHOOL AT 1080 LA BARON DRIVE, MIAMI SPRINGS, FLORIDA; AND**
- 2. GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING PLACING MDFEI IN DEFAULT, AND RENEWING, EXTENDING, CANCELING OR TERMINATING THE AGREEMENT**

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

Since August 2011, the Miami-Dade Foundation for Educational Innovation, a Florida not-for-profit corporation (“MDFEI”), has occupied a portion of the Board-owned facility located at 1080 La Baron Drive, Miami Springs, Florida (“Facility”), under a Lease Agreement (“Lease Agreement”). MDFEI uses approximately 16,576 square feet of space, a portion of the parking lot, and the playfield to operate a District-managed charter school. The term of the Lease Agreement expires on June 30, 2015, and there is one three-year extension available under the Lease Agreement (July 1, 2015 – June 30, 2018), at the sole discretion of the Board. MDFEI has provided a written request seeking a ten-year extension (July 1, 2015 – June 30, 2025), in lieu of the three-year option currently available under the Lease Agreement, in order secure funding to make substantive repairs and upgrades to the Facility. MDFEI will be seeking a ten-year extension of its Charter at the May 13, 2015 Board meeting, and anticipates long-term occupancy within the Facility.

Proposed Lease Amendment

The Deputy Superintendent/Chief Operating Officer, School Operations, and the Office of School Facilities recommend renewal of the Lease Agreement for the period of July 1,

2015 through June 30, 2025. Accordingly, it is recommended that the Lease Agreement be amended to provide, substantially, for the following terms and conditions:

- the current term of the Lease Agreement, which expires on June 30, 2015, will be extended for the ten-year period commencing July 1, 2015 and ending June 30, 2025. No further extensions will be available beyond June 30, 2025 without further Board action;
- in addition to MDFEI having the option to make capital improvements within the demised premises at its sole cost and expense, as currently allowed under the Lease Agreement, the Lease Agreement will be amended to allow the District, upon mutual agreement of the parties as to scope and cost, to provide certain capital improvements within the Facility serving MDFEI, with MDFEI to reimburse the District for the cost of same over an agreed to period of time, not to exceed the period remaining in the MDFEI Charter;
- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to review and approve matters related to construction by MDFEI within the Facility; and
- in addition, the Superintendent of Schools shall be the party designated by the Board to grant or deny any modifications and approvals required by the Lease Agreement, including, without limitation, increasing or decreasing the area of the demised premises, amending any of its exhibits, placing MDFEI in default, and renewing, extending, canceling or terminating the Lease Agreement.

All other terms and conditions of the Lease Agreement will remain unchanged, including:

- rent at \$1 per year;
- MDFEI shall fully reimburse the Board for its portion of the Facility's operating costs, including routine building and grounds maintenance, custodial/janitorial services, trash pick-up, utilities and property insurance;
- either party shall have the right to cancel the Lease Agreement at will by giving the other party at least ninety (90) days prior written notice, provided the effective date of such cancellation does not fall during the regular school year, as defined by the Board's Elementary and Secondary School Calendar; and
- in the event MDFEI seeks to expand or decrease its area of occupancy, MDFEI shall notify the Board in writing at least ninety (90) days prior to the proposed effective date of such adjustment, which approval may be granted by the Superintendent, at his sole discretion, and the amount of operating expenses and

all appropriate exhibits to the Agreement shall be adjusted prospectively, accordingly.

The proposed Amendment to the Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the proposed Lease Amendment has been placed on file with the Citizen's Information Center and the Recording Secretary.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) execute an amendment to the agreement between the School Board and Miami-Dade Foundation for Educational Innovation ("MDFEI"), for the operation of a District-managed Charter School at 1080 La Baron Drive, Miami Springs, to extend the term for the period of July 1, 2015 through June 30, 2025, and under, substantially, the terms and conditions noted above; and
- 2) grant or deny all approvals required under the Lease Agreement, including placing MDFEI in default, and renewing, extending, canceling or terminating the Agreement.

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