

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

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA,
AUTHORIZE THE SUPERINTENDENT TO FINALIZE AND EXECUTE:**

- A. AN INTERLOCAL AGREEMENT (ILA) WITH THE TOWN OF CUTLER BAY TO ESTABLISH A FUNDING COLLABORATION FOCUSING ON THE RECONFIGURATION OF CUTLER RIDGE MIDDLE AND CENTENNIAL MIDDLE SCHOOLS INTO A GRADE 6-12 ACADEMY, INCLUDING ESTABLISHMENT OF AN IPREP ACADEMY, SELECTED PROGRAMMATIC ENHANCEMENTS, AND SUSTAINABILITY OF EFFORT, UNDER SUBSTANTIALLY THE TERMS AND CONDITIONS ENUMERATED HEREIN; AND**
- B. ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE THE IMPLEMENTATION OF THE ILA**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Introduction

District staff has been in discussions with the Town of Cutler Bay (Town) over the possible grade reconfiguration of Cutler Ridge Middle School (Cutler Ridge) and Centennial Middle School (Centennial), so that they would become a grade 6-12 campus, still operating out of two separate sites but united through a seamless and common-purpose programmatic approach. To facilitate this effort, and subject to both final School Board and Town Council approval, the Town has offered to finance and fully fund the capital improvements that are estimated to be required in order to achieve both the desired grade configuration at Centennial, as well as the additional related programmatic costs. The Town is also committed to sustainability of effort which entails continued programmatic funding over time, as further detailed below.

Proposed Terms and Conditions of Interlocal Agreement (ILA)

District staff recommends approval of an ILA between the School Board and the Town ("the Parties") as further described below, and under substantially the terms and conditions enumerated.

A. The Board and the Town agree to the following:

- a. The Board shall establish a Cambridge Program (Cambridge) for Cutler Ridge and Centennial. Under Cambridge, three academies shall be offered, specifically Liberal Arts, iPrep, and Environmental Sciences (COAST), as follows:
 - i. the Liberal Arts program shall be offered to grades 9 through 12 for students in the Cutler Ridge and Centennial boundaries, as a non-magnet strand;
 - ii. the Environmental Sciences (COAST) magnet program currently in existence at Centennial, shall be expanded to include grades 9-12; and
 - iii. iPrep shall be offered as a non-magnet strand at Centennial for grades 9-12.
- b. The Board shall implement a grade reconfiguration at Centennial such that over a period of time Centennial will house grades 9 through 12 (also referred to in the ILA as the 'Upper Academy'), and potentially select middle school grades based on enrollment and student station availability, with the understanding that grades 11 and 12 shall be housed exclusively at Centennial; and Cutler Ridge shall always house grade 6 (also referred to in the ILA as the 'Lower Academy'), and based on enrollment and availability of student stations, grades 7 and 8. This reconfiguration shall be based on the combined attendance boundaries of both Cutler Ridge and Centennial as existed as of the start of the 2011-2012 school year, or as may be amended from time to time in the future by the Board.

More specifically, and all subject to student station availability:

- i. for school year 2012-2013, Cutler Ridge will house a new incoming grade 6 for students in the Cutler Ridge and Centennial attendance boundaries as well as accommodate the progression of current Cutler Ridge students in grades 6 and 7 into grades 7 and 8;
- ii. for school year 2012-2013, Centennial will accommodate the progression of current Centennial students in grades 6 and 7 into grades 7 and 8. Additionally, Centennial will add a grade 9 for school year 2012-2013;
- iii. for school year 2013-2014, Cutler Ridge will house grades 6 and 7 from within the Cutler Ridge and Centennial attendance boundaries, and Centennial will house grades 8 through 10. As briefly alluded to above, Cutler Ridge is meant to become the Lower Academy and Centennial the Upper Academy where grades 11 and 12 will be housed for the duration of the term of ILA. Through the physical

improvements proposed to be entirely funded by the Town, there will be at least 600 student stations available for grades 9-12 at Centennial, including approximately 100 student stations for the iPrep. This configuration is meant to provide an additional senior high school educational choice for Cutler Bay; and

- iv. for the 2012-2013 school year, of the 150 student stations available for grade 9 at Centennial, and net of student stations required for current COAST students articulating from 8th to 9th grade, a mutually agreed upon percentage of the remaining student stations shall be available to Cutler Bay residents.
- c. To facilitate implementation of the above described grade reconfiguration and programmatic initiatives, the Town shall:
- i. contribute \$450,000 (the "initial iPrep contribution") to the School Board for the establishment of an iPrep Academy for approximately 100 student stations at the Upper Academy campus, for occupancy in school year 2012-2013. Starting with the 2015-2016 school year and each year thereafter as needed, the Board shall provide to the Town a funding allocation request to update or replace the equipment at iPrep;
 - ii. make a one-time capital contribution to the Board in an amount not to exceed \$2 million, to establish four (4) new "state of the art" science laboratories for the COAST program and ancillary site work improvements at the Upper Academy campus, prior to commencement by the Board of any related design or construction work, which work is to be completed for 2012-13 school year occupancy. The actual disbursement by the Town to the Board shall be based on an independent cost estimate of the proposed improvements commissioned by the Board, but shall not exceed the above noted amount. Additionally, if the improvements at Centennial are less than \$2,000,000, then the resulting difference or the required amount if less, shall be provided to the Board by the Town to renovate/remodel instructional spaces at Cutler Ridge for occupancy in August of 2013.
 - iii. make an annual investment to implement and sustain the Cambridge curriculum at the Lower Academy campus and separately at the Upper Academy campus, for the duration of the term contemplated in the Agreement, including renewals. For the first year of the program, the Town's maximum annual investment for both the Lower and the Upper Academies shall be \$300,000. The roll-out (year 1) shall include grades 6 and 9 only, provided however that if the Town requests that additional grades be included in the roll-out, the Town shall fully fund the associated operational costs. For subsequent years, the Board shall yearly provide the Town with a projected expenditure schedule associated with Cambridge for training, salaries

and any other related cost center. Failure to adequately fund the program shall give the Board the right but not the obligation to scale the program down accordingly.

- d. The ILA has a proposed initial term of six (6) years, with two possible additional six-year extensions, by mutual agreement of the Parties;
- e. The ILA commencement date shall occur upon execution of the ILA by the Parties and upon disbursement by the Town to the Board of the total first-year estimated capital and operational costs of implementing the program for school year 2012-2013;
- f. The Parties agree that in the event either the Board or the Town are unable to meet the deadline for completion of their respective obligations under the ILA due to any circumstance beyond the control of the Board and/or Town, including a force majeure event, then the time for such performance shall be extended for such reasonable period of time as may be required. In the event of such a delay, any interest accruing on unexpended funds contributed by the Town, shall revert to the Town;
- g. The Parties shall mutually evaluate the achievement outcomes of the programs referenced above upon conclusion of the first full three school years, and each three years thereafter and may, upon mutual agreement modify the programs accordingly, and as may be appropriate;
- h. Termination of the ILA shall not occur in the first six-year period, other than as a result of default by either Party. If the Board is in default of the terms of the ILA in the first six-year period, which default is not cured as provided in the ILA, then the Board shall reimburse the Town a pro-rated amount based on the Town's initial contribution, computed on the basis of principal only. If the Town is in default of the terms of the ILA in the first six-year period, which default is not cured as provided in the ILA, then the Board shall not be responsible for any cost reimbursements to the Town;
- i. In the event that either Party is required to enforce the ILA by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all fees and costs incurred by such Party, including all attorneys' fees and costs (of trial, alternative dispute resolutions, or appellate proceedings); and
- j. The Superintendent is the party designated by the Board to grant or deny all approvals required under the ILA.

The Office of School Facilities, District/School Operations, including School Choice, and the Office of Intergovernmental Affairs, Grants Administration, and Community Engagement, all recommend approval of the ILA. The ILA will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to final execution.

In addition, a copy of the ILA is on file in the Office of the Board Recording Secretary and the Citizen Information Center.

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

- a. an Interlocal Agreement (ILA) with the Town of Cutler Bay to establish a funding collaboration focusing on the reconfiguration of Cutler Ridge Middle and Centennial Middle Schools into a grade 6-12 academy, including establishment of an iPrep academy, selected programmatic enhancements, and sustainability of effort, under substantially the terms and conditions enumerated above; and
- b. any other documents that may be required to effectuate the implementation of the ILA.

JGT:ARC