

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE SCHOOL BOARD AND SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC., FOR THE OPERATION OF A DISTRICT-MANAGED CHARTER SCHOOL AT 13835 NW 97 AVENUE, HIALEAH, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

Since June 2012, South Florida Autism Charter Schools, Inc., a Florida not-for-profit corporation ("SFACS"), has occupied a portion of the Board-owned facility located at 13835 NW 97 Avenue, Hialeah, Florida, to operate a District-managed charter school. SFACS uses approximately 22,120 square feet of space, as well as non-exclusive use of portions of the parking lots. The District provides administrative and operational services to SFACS through a Management Agreement. The current term of the use agreement ("Agreement"), which expires on June 30, 2013, provides for a one-year extension, at the sole discretion of the Board, provided the Management Agreement remains in full force and effect.

Proposed Amendment to the Agreement

The District Director, School Choice & Innovation, has indicated that the Management Agreement will remain in place through June 30, 2014, and therefore recommends amending the Agreement to extend the term for the period of July 1, 2013 through June 30, 2014. It should be noted that under the current Agreement, SFACS has no option to renew the Agreement beyond June 30, 2014; additionally, given the impending start of proposed residential development to the immediate north of the Board-owned site, it is anticipated that the Board-owned site will be required for District use as a K-8 facility in the near future. No physical improvements requiring the use of District funds will be necessary as a result of the proposed Board action.

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

- rent at \$1 per year;
- SFACS 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 Agreement at will by giving the other party at least 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;
- in the event SFACS seeks to expand or decrease its area of occupancy, SFACS shall notify the Board in writing at least 90 days prior to the proposed effective date of such adjustment, which approval may be granted by the Superintendent or his designee, at his sole discretion, and the amount of operating expenses and all appropriate exhibits to the Agreement shall be adjusted prospectively, accordingly;
- in the event the Board determines, in its sole authority, that some or all of the demised premises is required for District purposes, the Board will use its best efforts to locate alternate space within another Board-owned facility, and allow SFACS to relocate its operations accordingly, at the Board's sole option. If, however, SFACS does not wish to relocate its operations to the alternate Board-owned facility, SFACS shall have the right to cancel the Agreement by providing written notice to the Board, in which event, the 90-day notice requirement for cancellation shall be waived; and
- for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any modifications and approvals required by the Agreement, including without limitation, increasing or decreasing the area of the demised premises, amending any of its exhibits, canceling and/or terminating the Agreement, or reviewing and approving matters related to construction by SFACS within the facility.

The proposed Amendment to the Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an amendment to the agreement between the School Board and South Florida Autism Charter Schools, Inc., for the operation of a District-managed charter school at 13835 NW 97 Avenue, Hialeah, Florida, to extend the term for the period of July 1, 2013 through June 30, 2014, and under, substantially, the terms and conditions noted above.

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