

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 5-15-07

Agenda Action

Item No. H. 4.

Board Meeting Date:	May 15, 2007
Submitted By:	Sandra Anusavice, Director of Curriculum
Item Description:	Agreement with One Room School House, Inc., and Martin Luther King Academy, Inc.

Purpose and Explanation:

One Room School House, Inc., has operated a charter school ("One Room") in the District since 1997, and Martin Luther King Academy, Inc., has operated a charter school ("MLK") in the District since 2002. The two charter school operators have proposed a merger, under the name of One Room School House, Inc.

The Agreement provides for the termination of the MLK charter contract, effective June 30, 2007, and amendments to the One Room charter contract, effective the same date. The students in grades K-4 who currently attend MLK will be permitted to enroll at One Room for 2007-08. The maximum number of students at One Room will be increased from 120 to 160. All furniture, equipment, debts and unencumbered funds of MLK will be transferred to One Room. The governing body of One Room will be expanded to accommodate three of the MLK Board's members.

Recommended Action:

The Superintendent recommends that the Board approve the Agreement, as presented.

BUDGETARY IMPACT

Funding Source (Description):

Amount:

Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: _____ Initial: _____	ADDITIONAL INFORMATION Yes: _____ No: _____
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AGREEMENT

THIS AGREEMENT, entered into this ____ day of May, 2007, by and between The School Board of Alachua County, Florida, a body corporate operating and existing under the Laws of the State of Florida [hereinafter referred to as the “Sponsor”], One Room School House, Inc., a Florida corporation not-for-profit [hereinafter referred to as “One Room”], and Martin Luther King Academy, Inc., a Florida corporation not-for-profit [hereinafter referred to as “MLK”].

WHEREAS, the One Room and MLK have operated charter schools within the sponsor’s school district since 1997 and 2002 respectively; and

WHEREAS, One Room and MLK have each expressed a desire that MLK be merged into the One Room, and the Sponsor is agreeable to such merger, subject to the terms set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

1. One Room -- Amendment of Charter Contract: The current Charter School Contract (Second Renewal), July 2004 – June 2014, between the Sponsor and One Room, dated May 18, 2004, is hereby amended as follows:

A. Paragraph 2.9 is amended, to read as follows:

Effective July 1, 2007, the School shall serve approximately 160 ~~420~~ students in grades K – 5 during the term of this Charter. The increase in enrollment is to accommodate the students who previously attended the Martin Luther King Academy Charter School, and the School agrees to accept and enroll those former students if they choose to attend One Room.

B. Paragraph 4.10 is added, to read as follows:

Effective July 1, 2007, the School agrees to accept the unencumbered funds and outstanding debts from the charter school formerly operated by Martin Luther King Academy, Inc. The School also will accept all furnishings and equipment from that charter school.

C. Paragraph 7.2.1 is added, to read as follows:

Effective July 1, 2007, the School's governing body will be expanded to include the four (4) former Board members of MLK, whose names, as of the date of this Agreement, are Patsy Lewin, Anthony Newman, Sevan Terzian and Lee Ann Laffee.

2. MLK – Termination of Charter Contract: The Sponsor and the MLK agree that the Charter Contract dated May 7, 2002 (2003-2013), shall be terminated, effective 5:00 p.m., Saturday, June 30, 2007, subject to the following conditions;

A. Students who are enrolled at MLK during the 2006-07 school year in grades 1-4 will be permitted to enroll at the One Room charter school for 2007-08.

B. All public unencumbered funds, all debts of MLK and all equipment and furnishings in possession of MLK shall be transferred to One Room, by Monday, July 2, 2007, or as soon thereafter as is reasonably feasible.

C. MLK will provide to the Sponsor a final annual financial audit for the 2006-07 school year, no later than October 30, 2007.

D. MLK will adopt a resolution to dissolve and will adopt and file articles of dissolution, in accordance with sections 617.1402 and 617.1403, Florida Statutes.

D. MLK will adopt and file a plan of distribution of its assets in conformity with section 617.1406, Florida Statutes.

3. Entire Agreement: This Agreement shall constitute the full, entire and complete agreement between the parties pertaining to the merger of MMLK and One Room.

4. Third-Party Beneficiary: This Agreement is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student at MLK or One Room.

5. Authorization: Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by their duly authorized agents, the day and year first above written.

MLK:
Martin Luther King Academy, Inc.

Sponsor:
The School Board of Alachua County, Florida

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

One Room:
One Room School House, Inc.

By: _____

Attest: _____

Date: _____