

REQUEST FOR PROPOSALS

SCOPE OF SERVICES

Project Overview

The Village is seeking a Consultant to assist in the investigation the feasibility of the establishment of a Municipal Charter School. The Consultant will develop several best practice models for a Municipal Charter School. Specifically, the Village is interested in examining the viability of a Small Learning Community Model with approximately 400 students, and this should be a part of the final deliverable.

Pre-Proposal Meeting

A pre-proposal informational meeting will be held on March 7, 2008, at 9:00 a.m. Eastern Standard Time, in the Building, Zoning, and Planning Department Conference Room, 2nd Floor Village Hall, 88 W. McIntyre Street, FL 33149. At the meeting, questions may be asked. Please do not call or e-mail the staff with questions in advance of the meeting.

Submission Date

Proposals must be received no later than 12:00 p.m. on March 17, 2008. Any proposal package received after the above noted date and time will not be accepted under any circumstances and be returned unopened.

Consultants interested in providing the required professional services shall submit one (1) original and nine (9) copies of their qualifications to the Village of Key Biscayne's Clerk's office by the submission deadline to the attention of:

Office of the Village Clerk
Conchita H. Alvarez, CMC, Village Clerk
88 W. McIntyre Street
Key Biscayne, FL 33149

Scope of Work: Municipal Charter School Study

The selected Consultant will prepare a study that analyzes different Municipal Charter School models that could be implemented by the Village and suggests the most viable options. This shall include a study of the Municipal Co-sponsor Model, as well the Municipal Charter School model.

The Study will include, but may not be limited to, the following:

- A. Overview of the Municipal Charter School and the Municipal Co-sponsor Models

1. Advantages/Disadvantages
 2. Organizational Structure
 3. Start-up costs to drive application phase
 4. Source of funds for planning process
 5. Operating costs to administer a Charter School, including financial information and examples of funding mechanisms.
- B. Overview of Top Municipal Charter Schools and Small Academies in Florida
1. Feeder Pattern of Charter Schools and District Schools.
 2. Small Charter or Academy High Schools
 3. Small Learning Community Model
- C. Creation of a detailed Facilities Requirements Plan for a Small Learning Community Model Charter School of approximately 400 seats. This Plan shall include, but not be limited to:
1. Facilities requirements
 2. Operating revenue and expense projections
 3. Availability of Capital Outlay Funds
 4. Additional sources of State & Federal Funds
 5. Employee Salaries & Benefits
 6. Review and confirm Key Biscayne student demographic data.
- D. Overview of the Municipal Charter School Process in Florida
1. Application Process & Schedule
 2. Role of the Governing Board
 3. Transition plans for Grades 9 through 12 for start-up schools
 4. Attendance Zones & Enrollment Preferences
 5. Transportation
 6. Food Services
 7. Insurance and Indemnification
 8. Participation in Interscholastic Extracurricular Activities
 9. Accountability Requirements
 10. Certification Requirements and College Entrance
 11. Employees
 12. Responsibility of the Sponsor and School District
 13. Grant Opportunities
 14. School operating models

The Consultant shall provide one (1) digital copy and 20 color copies of the draft report. The Consultant shall provide the Village with one (1) digital copy and 35 color copies of

the document that is distributed to the Village Council.

It is estimated there will be two (2) presentations to the general public and an additional two (2) presentations before the Village Council. The format for the presentations will be PowerPoint.

Submission Requirements

The Consultant shall submit eight (8) copies of the proposal in the following format:

1. A Statement of the understanding of scope of work.
2. Background and organization of the consulting firm.
3. An Organizational Table of personnel that will be assigned to the project. Should your firm be requested to make a presentation to the Committee or the Village Council, it is requested that the Project Manager be the lead presenter.
4. Resumes of personnel that will perform the work and make the presentations. Each resume shall indicate the employee were lead staff in similar investigations.
5. A list of clients whom your firm performed work for that is similar to this scope of work and the personnel that worked on each assignment. A chart listing the type of work and the status of the recommendations.
6. A statement of delivery time to complete the work within 45 days from the date the contract is executed. The term "completion" shall mean a determination by the Village Council.
7. A price to complete the scope of work. In the course of preparing the study, additional work products may be required. Your proposal shall include a rate for such services.
8. Proposed schedule and flow chart.

Consultant Qualifications, Evaluation and Selection Process

The consultant shall demonstrate that the firm has experience in each of the below areas of expertise. A Committee composed of citizens and staff will evaluate each submission based on the following criteria:

1. Experience of the Consultant in studying and analyzing Municipal Charter School and Municipal Co-sponsor opportunities

2. Experience of the consultant successfully planning and implementing Municipal Charter Schools and Regular Charter Schools
3. Understanding of the process for analyzing and modeling operating budgets for Charter Schools.
4. Understanding of the process for analyzing and modeling mixed use opportunities between school and municipal facilities
5. Experience with analyzing Secondary School Models with a concentration on small community schools. The response for each of the criteria shall indicate if the Project Team was the primary consultant or a contributing consultant.
6. Price for the specific scope of work contemplated in this RFP
7. The response for each of the criteria shall indicate if the Project Team was the primary or contributing consultant.

The Committee will provide the Village Manager with a recommendation. The Village Manager will then provide the Village Council with a recommendation based upon the input of the Committee. The Village Council will select the Consultant.

STATEMENT OF UNDERSTANDING

Scope of Work

We understand that the scope of work as presented in the RFP focuses on a Municipal Charter School Study. The study is to include four discrete areas of review, each of which is broken down into various sub-areas of study. The four primary areas set forth in the RFP are as follows:

1. Overview of the Municipal Charter School and the Municipal Co-Sponsor Models
2. Overview of Top Municipal Charter Schools and Small Academies in Florida
3. Creation of a Detailed Facilities Requirements Plan for a Small Learning Community Charter School of approximately 400 seats
4. Overview of Municipal Charter School Process in Florida

As we have noted in our cover letter, FNI is prepared to address all four of the above areas in coordination with our suggested Charter School Development partner EdVisions. We must clarify that this proposal is heavily focused on item #3 above – the creation of a detailed facilities requirements plan.

In order to get to the point where we are discussing any of the four key areas of study, the Key Biscayne community needs to address the following questions:

1. **Vision:** What is the Community's vision for education over the next 20-30 years?
2. **Curriculum:** Is the school interested in a 21st century, student-centered, hands-on, interdisciplinary curriculum? If so, how will it develop one?
3. **Teachers:** How will the school recruit and train teachers whose philosophies and skills are in alignment with those of the community?
4. **New Competencies:** What are the skills and competencies that Key Biscayne students need to master -- beyond the basic requirements of state mandates?
5. **Community:** How will the new Charter School help build a strong sense of community by unifying the voices of the diverse stakeholders of the school like students, teachers, parents, the education establishment, local businesses, community organizations, other government agencies and corporations?
6. **ICT:** How will the new school leverage the latest developments in Information and Communication Technologies to improve learning outcomes and how will it remain current with a quickly changing technological landscape while remaining financially solvent?
7. **Mind-Body-Spirit:** Will the school reach beyond a narrow academic mission and also be interested in a holistic mind-body-spirit environment where all children (and adults) can prosper – regardless of their particular aptitudes and interests? If so, how will this larger mission be accomplished?
8. **Ethos:** What is the Key Biscayne "signature" or ethos and how should it be best represented by the new Charter School?



March 14, 2008

Office of the Village Clerk
Conchita H. Alvarez, CMC, Village Clerk
88 W. McIntyre Street
Key Biscayne, FL 33149

**Re: Municipal Charter School
Response to Request for Proposals FEE CLARIFICATION**

**Architects and Change
Agents for Education**

Tampa Office
16605 Windsor Park Drive
Lutz, FL 33549
USA
Tel: 718.520.7318
Fax: 813.909.2509
Mobile: 917.406.3120
Contact: Prakash Nair
Prakash@FieldingNair.com

Minneapolis Office
4937 Morgan Ave. South
Minneapolis, MN 55419
USA
Tel: 612-925-6897
Fax: 612-922-6631
Mobile: 612-735-1221
Contact: Randall Fielding
Randy@FieldingNair.com

Madison Office
1115 Oak Way
Madison, WI 53705
USA
Tel: (608) 231-6141
Mobile (608) 698-6141
Contact: Jeffrey Lackney
Jeff@FieldingNair.com

Melbourne Office
6/570 Riversdale Rd
Camberwell, Victoria
Australia
Tel: +61 3 9882 3126
Mobile: +61 4 1448 8571
Contact: Annalise Gehling
Annalise@FieldingNair.com

Websites
FieldingNair.com
DesignShare.com

Dear Ms. Alvarez:

This is to clarify that all **work listed under Categories 1, 2, 3, 4 and 6** of *Section 9 (proposed schedule and flow/time chart)* of this proposal **will be delivered by Fielding Nair International for \$72,000**. Our fee proposal refers to these services generally as "Phase One".

Work listed under Category 5 of *Section 9 (proposed schedule and flow/time chart)* of this proposal **will be delivered by our national Charter Schools Experts EdVisions for \$32,000**. Our fee proposal refers to these services generally as "Phase Two".

Please call either one of us if you need further clarifications. Thank you.

Sincerely,

Randall Fielding, AIA
Chairman

Prakash Nair, REFP
President

RESOLUTION NO. 2008-23

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING AGREEMENT FOR MUNICIPAL CHARTER SCHOOL STUDY SERVICES BETWEEN FIELDING NAIR INTERNATIONAL, LLC, AND THE VILLAGE OF KEY BISCAYNE; IDENTIFYING AND AUTHORIZING FUNDING SOURCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the RFP competitive selection process utilized by the Village for the Municipal Charter School Planning Program, the Village Council of the Village of Key Biscayne desires to utilize the work and services of Fielding Nair International, LLC (the "Consultant"), an experienced municipal charter school planner, to review the current educational state of the village, the options available from an educational standpoint, and make recommendations on future steps; and

WHEREAS, the Village Council allocated funds in the FY08 Capital Outlay Budget for this project under "Educational Initiatives – High School"; and

WHEREAS, the Village Council finds that the approval of the Agreement for Municipal Charter School Study Consultant Services between Consultant and the Village (the "Agreement"), attached as Exhibit "A", is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Authorization.** That the Agreement (Exhibit "A") is hereby approved and the Village Manager is hereby authorized to execute the attached Agreement between Consultant and the Village for the provision of work and services described in the Agreement, in substantially the

form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. Funding Source. That the Village Manager is authorized to utilize funds from the "Educational Initiatives – High School" source in FY08 Capital Outlay Budget for expenditures required by the Agreement.

Section 4. Implementation. That the Village Manager is authorized to take all action necessary to implement the purposes of this resolution and the Agreement.

Section 5. Effective Date. That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 13th day of May, 2008.



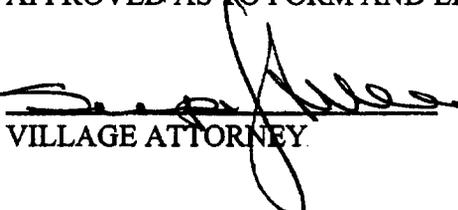
MAYOR ROBERT L. VERNON

ATTEST:



CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



VILLAGE ATTORNEY



**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 21 day of May, 2008, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and FIELDING NAIR INTERNATIONAL, LLC, a State of Minnesota limited liability corporation which is authorized to do business in the State of Florida (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform for the VILLAGE certain professional municipal charter school study services (the "Specified Services"), which are within CONSULTANT'S expertise, as specifically described in the CONSULTANT'S proposal (the "Proposal"), including the clarifying letter of March 14th, 2008 . A copy of the Proposal is attached hereto and incorporated herein as Exhibit "A". The CONSULTANT shall enlist the firm of Edvisions (the "OVERVIEW SUBCONSULTANT ") to perform the overview of the Florida charter school system as described in Category Five of Exhibit "A". The CONSULTANT shall enlist the firm of In Rem Solutions, Inc. (the "APPLICATION SUBCONSULTANT") to provide services relating to preparation, coordination, and composition of a charter school application as described by the Scope of Services supplied by In Rem, a copy of which is attached hereto and incorporated herein as "Exhibit B", in the event that the VILLAGE decides to go forward with a charter school application. The CONSULTANT, supported by the OVERVIEW SUBCONSULTANT and APPLICATION SUBCONSULTANT, wants to provide such Specified Services as described in the Proposal and in this Agreement .

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. CONSULTANT agrees to perform the Specified Services upon written request from the Village Manager.

B. CONSULTANT shall utilize the OVERVIEW SUBCONSULTANT to perform the overview of the Florida charter school system as a part of the Specified Services, and more specifically those described in Category Five of Exhibit "A". No surcharge or mark-up shall be applied to OVERVIEW SUBCONSULTANT'S fees.

C. CONSULTANT shall utilize the APPLICATION SUBCONSULTANT to provide services relating to preparation, coordination, and composition of a charter school application as a part of the Specified Services, and more specifically those described in Exhibit "B", "Scope of Services – In Rem," solely in the event that the VILLAGE decides to proceed with the charter school application process. CONSULTANT shall only utilize APPLICATION SUBCONSULTANT'S services with the written approval of the Village Manager. No surcharge or mark-up shall be applied to APPLICATION SUBCONSULTANT'S fees.

D. CONSULTANT shall expend all necessary efforts to competently and professionally complete all tasks in accordance with a schedule to be approved by the Village Manager.

E. CONSULTANT shall perform additional services beyond the Specified Services, but within its expertise, if requested in writing by the Village Manager, at compensation which is first mutually agreed to in writing and is supported by Village budget appropriations and is within the Village Manger's authority.

2. **FEES FOR SERVICES**

A. As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the VILLAGE in accordance with the fee

schedule listed on the first page of Exhibit "A", for a total fee not to exceed One Hundred Twenty-Four Thousand (\$124,000.00) Dollars. That total sum consists of a total fee for OVERVIEW SUBCONSULTANT of Thirty Two Thousand (\$32,000) Dollars and a total fee for CONSULTANT of Seventy Two Thousand (\$72,000) Dollars, as well as the Twenty Thousand (\$20,000) Dollar, not-to-exceed fee for APPLICATION SUBCONSULTANT as described in and subject to the conditions of subsection B of this Section 2. Fees for CONSULTANT shall be paid in arrears each month, pursuant to monthly invoice, based upon the percentage of work satisfactorily completed for each task invoiced. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

B. VILLAGE shall pay CONSULTANT in order to utilize the services of APPLICATION SUBCONSULTANT, solely in the event that the VILLAGE decides to go forward with the charter school application process, in accordance with the fee schedule set forth in the document titled "Fees – In Rem," a copy of which is attached hereto and incorporated herein as Exhibit "C", for a total fee not to exceed Twenty Thousand (\$20,000) Dollars. Fees for APPLICATION SUBCONSULTANT will be paid in arrears each month, pursuant to monthly invoice, and shall be based upon the amount of time which is reasonably expended to complete the Charter Application by APPLICATION SUBCONSULTANT at a rate of \$125/hour, up to the fee limitation for such work. Additional time reasonably and necessarily expended by CONSULTANT to directly coordinate the work of APPLICATION SUBCONSULTANT shall be billed at \$275/hour for Principals and \$175/hour for others, subject to the prior written approval of the Village Manager. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

C. VILLAGE shall reimburse CONSULTANT for its direct and reasonable expenses

for document production and reproduction, postage, long distance telephone charges, photographic services, authorized travel and other cost items which are first approved in writing by the Village Manager.

3. **TERM**

The duration of the term of this Agreement shall commence upon execution hereof and shall expire upon completion of the performance of the Specified Services, unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. **RECORDS**

All details, guidelines, reports, work papers and other documents and plans that result from the CONSULTANT (and/or OVERVIEW SUBCONSULTANT and/or APPLICATION SUBCONSULTANT) providing Specified Services or any additional services hereunder shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT. All work products shall be provided to VILLAGE in paper and digital.

5. **INSURANCE**

A. The CONSULTANT shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each

insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE 30 days prior to the effective date of cancellation or reduction of coverage. Consultant shall require OVERVIEW SUBCONSULTANT and APPLICATION SUBCONSULTANT to likewise comply with this provision.

B. CONSULTANT shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT. CONSULTANT is authorized to utilize its subconsultants, if any, as identified in the Proposal, with the exception of APPLICATION CONSULTANT, whose use requires written approval of the VILLAGE.

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days advance written notice with or without cause and by the CONSULTANT upon sixty (60) days advance written

notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder, subject to budgetary limitations.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for VILLAGE as an independent contractor of the VILLAGE.

12. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE:

Genaro "Chip" Iglesias
Village Manager

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to:

Village Attorney
c/o Weiss Serota Helfman Pastoriza Cole & Boniske,
P.A.
2525 Ponce de Leon Boulevard
Suite 700
Miami, Florida 33134

CONSULTANT:

Prakash Nair
Fielding Nair International
16605 Windsor Park Drive
Lutz, FL 33549

13. **GOVERNING LAW; LITIGATION**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily waive the right to any trial by jury in any litigation hereunder between the parties.

14. **MISCELLANEOUS**

A. CONSULTANT represents and warrants to the VILLAGE that CONSULTANT does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONSULTANT's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin. CONSULTANT further covenants that no otherwise qualified individual shall, solely by reason of his or her race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

B. CONSULTANT is reminded and hereby recognizes that all work under this Agreement must comply with any applicable county, state and federal regulations. Any mandatory

clauses which are required by such county, state or federal regulations shall be deemed to be incorporated herein immediately upon VILLAGE's written request.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

FIELDING NAIR INTERNATIONAL
16605 Windsor Park Drive
Lutz, FL 33549

By: Prakash Nair
Name: PRAKASH NAIR
Title: PRESIDENT

VILLAGE:

VILLAGE OF KEY BISCAIYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: [Signature]
Genaro "Chip" Iglesias
Village Manager
Attest: [Signature]
Village Clerk



Approved as to Form and Legal Sufficiency:

[Signature]
Village Attorney

Approved pursuant to Council Resolution No. 20823

EXHIBIT "A"

Key Biscayne Charter School
Fielding Nair International, LLC

EDUCATIONAL FACILITIES PLANNING AND CHARTER SCHOOL CONSULTING SERVICES Proposed Schedule and Time Chart



Item	CATEGORY AND TASKS	End of Week 3	End of Week 6	End of Week 10	DESCRIPTION OF SERVICE
ONE	VISIONING				
1.0	Best Practices Presentation	X			Global best practice discussion. Analysis of related case studied from around the nation and the world. Purpose to Inspire, Inform and Involve Stakeholders
1.1	Visioning Workshop	X			Getting stakeholders on the same page and united behind a shared vision for the school. The shared vision will become a reference for key future planning and design decisions
1.2	Development Options		X		This high-level exercise will take designated school stakeholders through the various development possibilities for preferred sites.
1.3	Change Management Workshop	X			This workshop looks at the potential school campus within the overall context of its organizational and management setting. We will look at aspects such as Desired Student Outcomes, School Learning Principles, Curriculum, Staff Development and Scheduling
1.4	Site Walk	X			This session will allow FNI principals and designated school stakeholders to gauge the opportunities and constraints of the available sites and see what works and what does not. It will also help in the preparation of a photographic essay of the potential sites and surrounding areas
TWO	EDUCATIONAL FACILITY PLANNING				
2.1	Site Opportunities and Constraints Evaluation		X		This document will list site opportunities and constraints that need to be considered in the development of the new school
2.2	30 Strategies Survey		X		This is a survey of the educational leadership in the community about 30 established educational strategies to determine the extent to which they wish to push the envelope of educational change in the new charter school
2.3	Treasure Card Survey		X		This is a survey that looks at the overall community of Key Biscayne to identify potential learning resources that students at the charter school can tap to augment the education experience

2.4	Blink Exercise		X		This exercise is geared to understanding, at a very personal level, the extent to which school stakeholders are willing to be innovative in the development of the new school
2.5	Signature Workshop		X		This will enable the planning team to understand the ethos of the community which will provide guidance for how best to represent the school signature architecturally
2.6	Programming			X	This will provide a detailed list of spaces with related sizes
2.7	Planning & Programming Report			X	The results of the Educational Planning work will be captured in the form of a Planning and Programming Workbook
THREE	PLANNING SERVICES				
3.1	Design Patterns Workshop			X	This exercise will develop the spatial literacy of the school stakeholders and enable them to become active partners in the school design process. FNI's <i>Language of School Design</i> will be used as a basis for this workshop
3.2	Conceptual Site Use Diagram			X	Based on the site walk and site evaluation exercise (items 1.4 and 2.1), FNI will develop a desired site use diagram
3.3	Conceptual Floor Plans			X	FNI will develop sketch concept design plans that illustrate the educational vision of the school stakeholders
FOUR	EDUCATIONAL FACILITY ASSESSMENT				
4.1	Prepare EFEI template for the Proposed School		X		Utilizing the results of the site survey and photo essay, prepare a benchmark EFEI template for the proposed school campus.
4.2	Utilize Customized EFEI During Planning and Concept Design		X		By utilizing the EFEI we can be certain that important client priorities remain front and center throughout the process and that none of the key requirements falls between the cracks. Changes, if needed, can be made in a timely fashion before they become expensive and time-consuming fixes later.
FIVE	CHARTER SCHOOL STUDY				
5.1	Overview of Municipal Charter School and the Municipal Co-Sponsor Models	X			Advantages/Disadvantages; org structure; start-up costs to drive application phase; source of funds; Operating costs
5.2	Overview of Top Municipal Charter Schools and Small Academies in Florida			X	Feeder pattern; small charters and academies; small learning community model
5.3	Operational and Financial Requirements for Facilities			X	Operating revenue and expense projections; availability of capital outlay funds; additional sources of funds; employee salaries and benefits; Review Key Biscayne student demographic data

5.4	Overview of the Municipal Charter School Process in Florida			X	Application process; Role of Governing board; Transition plans for grades 9-12; Attendance zones; Transportation; Food services; Insurance and indemnification; Interscholastic extracurricular activities; accountability requirements; certification requirements; employees; responsibility of the sponsor and school district; grant opportunities; school operating models
SIX	CURRICULUM ASSESSMENT				
6.1	Curriculum Assessment & Recommendations			X	Curriculum Specialist Dr. Jon Wiles will assess the Charter School curriculum needs and provide recommendations

Above timetables only reflect time that FNI and its sub-consultants will need to complete the work noted. They do not take into account time that the Village of Key Biscayne may need to review FNI submittals, set up required meetings with designated representatives and secure needed approvals for FNI to proceed with the work.

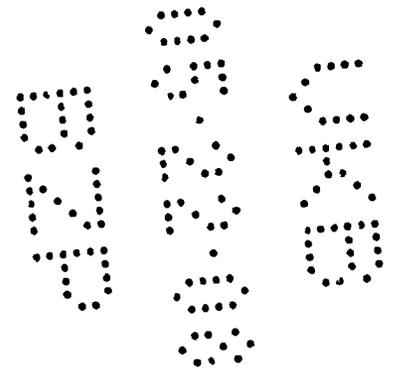


EXHIBIT "B"

Fees – In Rem

Fees for Services

In Rem Solutions proposes the following contract services:

Phase I:

Prepare Charter Applications:

1. Creation of a preliminary timeline;
2. Management of the charter application process, including oversight of charter application and authors, as appropriate;
3. Inform Village of requirements of charter applications;
4. Inform Village of charter deadlines;
5. Identify information needed for charter applications;
6. Coordinate the collection of data and documents for charter applications;
7. Coordinate with Village's educational specialists regarding curriculum for the charter school;
8. Coordinate with Village's financial specialists regarding income and expenses of the charter school;
9. Coordinate with Village's school operations specialists regarding the physical plant of the school;
10. Coordinate with Village's school experts on all other matters related to the charter school to complete the charter application including, but not limited to, disciplinary plans, emergency plans and school handbooks;
11. Management of preparation of any facility plans (if applicable);
12. Write and file charter applications in coordination with Village;
13. Other services as outlined in the RFP and as required by the Village.

The above services as well as any others needed to complete the Charter Application shall be billed at \$125/hour. Additional time expended by FNI to coordinate the work of In Rem Solutions shall be billed at \$275/hour for Principals and \$175/hour for others.

We recommend that the Village establish a not-to-exceed budget of \$20,000 for the above work. The actual amounts that will be

expended by the Village of Key Biscayne will depend upon how much of the work needed to file the Charter School Application will be done by designated representatives of the Village. Needless to say, the more work that the Village does and the more it uses the consultants as experts rather than in a clerical or administrative capacity, the less the overall cost of these services will be.

Key Biscayne Charter High School

Miami-Dade School Board
and Florida Schools of Excellence
Application

Council Meeting

Key Biscayne, July 22nd 2008

Planning Process - Schedule

SEPTEMBER	
VISIONING	
Best Practices Presentation	Global best practice discussion. Analysis of related case studied from around the nation and the world. Purpose to Inspire, Inform and Involve Stakeholders
Visioning Workshop	Getting stakeholders on the same page and united behind a shared vision for the school. The shared vision will become a reference for key future planning and design decisions
Change Management Workshop	This workshop looks at the potential school campus within the overall context of its organizational and management setting. We will look at aspects such as Desired Student Outcomes, School Learning Principles, Curriculum, Staff Development and Scheduling
EDUCATIONAL FACILITY PLANNING	
30 Strategies Survey	This is a survey of the educational leadership in the community about 30 established educational strategies to determine the extent to which they wish to push the envelope of educational change in the new charter school
Treasure Card Survey	This is a survey that looks at the overall community of Key Biscayne to identify potential learning resources that students at the charter school can tap to augment the education experience
Blink Exercise	This exercise is geared to understanding, at a very personal level, the extent to which school stakeholders are willing to be innovative in the development of the new school
Signature Workshop	This will enable the planning team to understand the ethos of the community which will provide guidance for how best to represent the school signature architecturally
PLANNING SERVICES	
Design Patterns Workshop	This exercise will develop the spatial literacy of the school stakeholders and enable them to become active partners in the school design process. FNI's <i>Language of School Design</i> will be used as a basis for this workshop

Planning Process - Schedule

OCTOBER

Planning for Implementation

Model Choices

Looking at Results

Prioritizing Outcomes

Establishing the implementation Design

Choosing the Right Design Components

Establishing Component Feasibility

Bringing the Plan to the Community

Applying the model to operations

Presentation and Feedback

Survey

Planning Process - Schedule

<i>Nov - Dec</i>	
Governance	Governance Workshops
Facilities	Site Selection Process



EDUCATIONAL PLANNING AND CHARTER SCHOOL CONSULTING SERVICES
Proposed REVISED Schedule and Time Chart – September 3, 2008

TASK #	CATEGORY	TASKS	Date	PRIMARY AUDIENCE	DESCRIPTION OF SERVICE
1	Visioning	WORKSHOP 1: EDUCATIONAL PHILOSOPHY	Oct 2008	All stakeholders	Village-wide workshop designed to introduce and obtain stakeholders feedback regarding the applicability of national and international educational best practice to Key Biscayne
2	Educational Planning	WORKSHOP 2: EDUCATIONAL MODELS	Oct 2008	All stakeholders	This workshop features descriptions of 6-7 major high school programmatic models from around the U.S. with highlights of best practices and results common to each. Activities will focus on helping participants understand how these models would or could fit with the Key Biscayne community and their desire for a successful high school. The workshop will culminate with participants selecting preference features.
3	Educational Planning	WORKSHOP 3: BLINK EXERCISE	Oct 2008	As large a community participation as possible. This could be done over 2 or 3 sessions if necessary.	This exercise is geared to understanding, at a very personal level, the extent to which school stakeholders are willing to be innovative in the development of the new school.
4.	Educational Planning for Charter Schools	WORKSH 4: PROGRAM FEASIBILITY	Nov 2008	Charter School Sub-Committee plus small contingent of educators (about 20)	This workshop will focus on selecting preferred programmatic components and analyzing their feasibility from an academic, social, logistical and financial perspective. Activities will be centered around feedback and input regarding workability and integration of the key components. The culmination will include a workable draft from which to build the Key Biscayne High School learning and operations model.

5	Educational Planning	WORKSHOP 5: SIGNATURE	Nov 2008	Charter School Sub-Committee plus small, representative group of community stakeholders	This will enable the planning team to understand the ethos of the community which will provide guidance for how best to represent the school signature regardless of which facility the school eventually occupies
6	Charter School Study	WORKSHOP 6: CHARTER SCHOOLS IN FLORIDA AND MIAMI-DADE COUNTY	Nov 2008	All stakeholders	Village-wide workshop designed to educate all stakeholders regarding Charter Schools in the State and in Miami-Dade County. To be conducted by Lisa Mulhall from In-Rem Solutions.
7	Educational Planning	CHARTER SCHOOL FEASIBILITY REPORT	Jan 2009	FNI Deliverable: to be reviewed by a subset of knowledgeable volunteers within the larger stakeholder community and approved by the Council	The results of the Educational Planning work will be captured in the form of a Charter School Feasibility Report. This will provide the information needed for the Village of Key Biscayne to decide whether to proceed with the charter school. It will also enable the Village to select an educational model, have a good sense of potential sites for the school and the financial implications of the school. This report will conclude FNI's work, however a follow-up contract with FNI or another suitable firm will be needed to take the project into the implementation phase which will answer more detailed questions and also provide execution strategies.