

# **MUTUAL MANAGEMENT PLAN**

**School District:** Miami-Dade County Public Schools

**School of Hope Operator:** Success Academy Charter Schools – Florida, Inc.

**Host Campuses:** Hialeah-Miami Lakes Senior High School, Homestead Senior High School, Miami Jackson Senior High School, North Miami Senior High School and Westland Hialeah Senior High School

**Effective Date:** [Enter Date]

**Expiration Date:** [Enter Date]

**Renewal/Amendment Deadline:** [Enter Date] [Specific date no later than 60 calendar days before expiration]

---

## **ARTICLE 1: DEFINED TERMS AND SCOPE**

### **1.1 Purpose**

Pursuant to Florida Statute (“F.S.”) §1002.333 and Rule 6A-1.0998271(6)(c), Florida Administrative Code (“F.A.C”), this Mutual Management Plan establishes operational governance, decision-making authority, and standard operating procedures (“SOPs”) to ensure the safe, efficient, and cooperative operation of the School of Hope and District school(s) on the shared Host Campus. This Plan ensures that the campus is maintained as other District facilities and that all schools receive services in a manner consistent with District standards.

This Mutual Management Plan (“Plan”) is entered into by and between **The School Board of Miami-Dade County Public Schools** (“District” or “MDCPS” or “School Board”) and Success Academy Charter Schools – Florida, Inc. (“Operator”) for the purpose of establishing clear roles, responsibilities, and coordination protocols governing the use, maintenance, safety, and management of, Hialeah-Miami Lakes Senior High School, Homestead Senior High School, Miami Jackson Senior High School, North Miami Senior High School and Westland Hialeah Senior High School, each a District-owned facility by a School of Hope operated by the Operator, as identified pursuant to §1002.333, F.S.

This Plan is intended to ensure that the facility is maintained and operated in a manner that:

- Protects the health, safety, and welfare of students, staff, and visitors;
- Preserves the District’s property interests and operational standards; and
- Enables the Operator to operate a School of Hope effectively while complying with applicable law.

### **1.2 Defined terms**

**After-Hours** shall mean any time period outside the School of Hope’s instructional day and the District school day for the host facility, including before-school, after-school, evenings, weekends, holidays, and non-instructional days, as identified in the applicable school calendars and hours of operation.

**Business Day** shall mean Monday–Friday excluding legal holidays pursuant to §683.01 F.S.

**Campus Coordination Team (or “CCT”)** shall mean a site-based coordination body composed of designated representatives of the District and the Operator, established pursuant to this Plan for purposes of facilitating communication, coordination, and advisory input related to routine operational matters arising from shared use of a District-owned facility.

**Dedicated Space** shall mean the portion(s) of the District-owned facility allocated for the School of Hope’s use, as identified in the agreed-upon Shared Facility Plan.

**District** shall mean Miami-Dade County Public Schools (“M-DCPS”), the school district for Miami-Dade County, Florida, as established pursuant to Article IX, Section 4, of the Florida Constitution.

**District Approved System** shall mean any system in current use, previous use, future use, or authorized by M-DCPS for a specific purpose.

**District-School Based Safety Team** shall mean the District Principal's selection of safety team members responsible for implementing site specific emergency plans and ensuring district safety policies and procedures are followed. The Operator shall have the opportunity to participate in this team proportionally with their operator-trained personnel.

**District-Owned Facility** shall mean any underused, vacant, or surplus facility, or portion thereof, owned by the District and used by the School of Hope pursuant to §1002.333(7), Florida Statutes.

**Emergency Operations Plan (“EOP”)** shall mean the District-developed (with CCT input), District-maintained emergency management plan applicable to the District-owned facility and all occupants, including the School of Hope, governing emergency preparedness, response, and recovery.

**Facilities-Related Services** shall mean services related to the operation, maintenance, safety, and support of a District-owned facility, including custodial, maintenance, safety, food, nursing, and transportation services, as referenced in §1002.333 F.S. and Rule 6A-1.0998271 F.A.C.

**Incident Command System (“ICS”)** shall mean the standardized emergency management structure utilized by the District during emergencies, as incorporated into the Emergency Operations Plan.

**Incremental Cost** for a service or utility shall mean the difference between (a) the amount that the District would pay to provide a service or utility to a facility including providing that service or utility to the co-located School of Hope and (b) the amount that the District would pay to provide such service or utility to a facility without providing that service or utility to the co-located School of Hope. For clarity, Incremental Costs excludes costs that the district would incur regardless of the Hope Operator’s use of such services.

**Major Repairs** shall mean structural repairs, system-level repairs, or capital improvements affecting building systems or the integrity of the District-owned facility, as distinguished from routine maintenance.

**Operator** shall mean the designated hope operator approved pursuant to §1002.333, Florida Statutes, that operates the School of Hope associated with this Plan.

**Performance-Based Agreement (“PBA”)** shall mean the agreement executed between the District and Hope Operator pursuant to §1002.333, Florida Statutes, authorizing the operation of a School of Hope.

**Routine Maintenance** shall mean recurring maintenance activities necessary to preserve facilities to district standards and functionality, including cleaning, minor repairs, servicing, and upkeep performed in parity with District-operated schools.

**Routine Operational Matters** shall mean day-to-day operational matters related to shared facility use that:

- Do not involve capital improvements or permanent modifications;
- Do not implicate campus-wide safety or security systems;
- Do not require School Board or Superintendent approval; and
- Are consistent with applicable statutes, rules, and required District procedures.

**School of Hope (“SOH”)** shall mean the charter school operated by the Operator pursuant to §1002.333, Florida Statutes, and identified in this Plan.

**School Environmental Safety Incident Reporting (“SESIR”)** shall mean the system administered by the Florida Department of Education for reporting incidents involving crime, violence, and disruptive behavior, as required by law.

**Shared Space** shall mean any portion of the District-owned facility designated for joint or non-exclusive use by the District school and the School of Hope, as identified in the Shared Facility Plan.

**Shared Facility Plan** shall mean the written plan between the District and the Operator that governs space allocation, proportionality, facility access and physical use of the District-owned facility.

**Single Point of Entry** shall mean the District-designated primary access point used for student, staff, and visitor entry during operating hours, consistent with District safety protocols.

**Work Order** shall mean a formal request for maintenance or repair services submitted through the District’s designated work order system, by the District, CCT or Operator in accordance with this Plan.

### **1.3 Relationship to Other Plans**

- (a) This Plan operates in conjunction with and is incorporated by reference into, the following governing documents, each of which retains independent legal effect:
1. The Performance-Based Agreement (“PBA”) executed pursuant to §1002.333(5), F.S.;
  2. The Shared Facility Plan, which governs space allocation, proportionality, initial facility access, move-in coordination, and physical use of the facility; and

3. Applicable District emergency management plans, safety protocols, and procedures, as required by law.

(b) In the event of a conflict:

1. Statute and rule shall control;
2. The Performance-Based Agreement shall govern matters of school performance and accountability;
3. The Shared Facility Plan shall govern physical space allocation and use (“what” space each school uses);
4. This Plan shall govern management, coordination, safety, maintenance responsibilities, and operational interfaces between the parties (“how” that space is managed and maintained).

#### **1.4 Nature of Agreement**

This Plan constitutes a bilateral agreement between the District and the Operator. The Plan shall become effective as provided in Article 10, and shall apply solely with respect to the School of Hope that is identified through an executed Notice of Intent and Performance-Based Agreement pursuant to §1002.333, Florida Statutes.

Nothing in this Plan shall be construed to:

- Transfer ownership, tenancy rights, or a property interest in the facility to the Operator or the School of Hope;
- Delegate authority reserved by law to the District School Board or Superintendent; or
- Expand or limit statutory rights or obligations beyond those expressly provided by law.

#### **1.5 No Presumptions of District-Provided Services**

Nothing in this Plan shall be construed to require the District to provide facilities-related services to the School of Hope unless such services are affirmatively elected by the Operator.

---

---

## **ARTICLE 2: CAMPUS COORDINATION TEAM**

### **2.1 Establishment and Purpose**

- (a) **Committee Creation.** The CCT shall function as a site-level coordination mechanism intended to facilitate communication, operational planning, and issue identification associated with shared use of a District-owned facility. Within sixty (60) days of this Plan’s execution, the District, and Operator, shall establish a Campus Coordination Team (hereinafter “CCT”).

- (b) **Membership.** The Campus Coordination Team shall include:
- District School Principal (or designee)
  - School of Hope Leader (or designee)
  - District Regional Representative (or designee) may attend on an as-needed basis
  - School of Hope Representative (or designee) may attend on an as-needed basis
  - Additional participants (such as a custodian head, assistant principals, or teacher representative) may attend on an as-needed basis.
- c) **Designees.** Either party may designate a representative to attend in place of the District School Principal/School of Hope Leader, but the District School Principal/School of Hope Leader should attend whenever possible to ensure authority and decision-making capacity. However, participation by a designee shall not invalidate coordination efforts or delay operational decision-making.

## 2.2 Roles and Decision-Making Authority

- (a) **School District.** The District retains ultimate authority and responsibility for facility security, scheduling of District-provided maintenance, utilities, emergency procedures, and all systems serving the full campus. This authority is practiced through the District School Principal.
- (b) **School of Hope Operator Authority.** The Operator retains authority over School of Hope operations.
- (c) **Collaborative Actions.** The CCT will serve as the primary forum to coordinate and document campus operational protocols and recommendations under this Mutual Management Plan, including:
- Shared space scheduling coordination consistent with Exhibit C;
  - Safety and security coordination procedures and communication protocols;
  - Arrival, dismissal, and traffic coordination procedures;
  - Custodial service coordination
  - Event notifications, after-hours use coordination, and conflict avoidance.
  - CCT documentation does not amend the Shared Facility Plan and does not modify Exhibit A or any proportionate allocation.
- (d) **Decision-Making.** While the CCT will hold regular meetings as described above, members of the CCT may make decisions within their respective areas of authority without convening a meeting. The District School Principal and School of Hope Leader are each authorized to make and implement decisions on behalf of their respective parties with

respect to matters addressed in paragraphs (a) and (c), as applicable, and any additional matters expressly designated in writing by one Party to the other. The CCT's recommendations and collaborative decisions are advisory only and shall not bind the parties on matters of cost, procurement, staffing, or policy. Any decisions relating to such matters shall be made solely by the District Regional Representative (or designee) and the School of Hope Representative (or designee), as applicable. Any decisions by the CCT may not impact Board Policy or the Performance-Based Agreement.

- (e) **Escalation Protocol.** If the authorized decision-makers described in paragraph (d) are unable to resolve an issue under this Plan, the parties will follow the procedures outlined in Article 8.3. Any change to the Shared Facility Plan or its exhibits must be made only by written amendment executed in accordance with the Shared Facility Plan amendment provisions. Nothing in this subsection limits the District's authority over campus-wide life safety and emergency procedures.

### 2.3 Meeting Schedule and Procedures

- (a) **Regular Meetings.** The Campus Coordination Team shall meet, at a minimum, once a month during the school year (August through May), with a preliminary schedule developed at the first meeting. Additional meetings may be requested by either Party.
- (b) **Agenda and Notice.** The CCT shall jointly establish an agenda but may also bring contemporaneous issues to their meetings for resolution. Decisions shall be made by consensus when possible. If a consensus cannot be reached, the matter shall be documented in the minutes. Escalation remains within the authority of each Principal if deemed necessary.
- (c) **Remote Participation.** Committee members may participate via video conference if in-person attendance is not practicable.
- (d) **Documentation.** Minutes shall include:
- Attendees and absentees
  - Topics discussed
  - Action items and owners
  - Decisions made in consensus
  - Any unresolved issues and escalation path

Documentation of CCT discussions does not create binding obligations unless memorialized in a written agreement executed by authorized representatives of the parties.

### 2.4 Authority Limitations

Nothing in this Section shall be construed to:

- Transfer or delegate authority reserved by law to the District School Board or Superintendent;
- Confer authority over District operations to the Operator;
- Modify space allocations established in the Shared Facility Plan; or
- Authorize permanent or structural modifications to District facilities.

The District retains final decision-making authority over facility operations that are applicable across the full building, such as, but not limited to, safety, maintenance, and systems serving the full campus, with consideration of input provided through the CCT. For clarity, District may not perform work that would impact Dedicated Space over concerns raised by Operator. Each party agrees not to take any action that would have a disproportionately negative impact on the other party's operations. Each party further agrees to respond promptly to, and fairly consider, feedback from the other regarding any actual or anticipated disruptions to operations, including, by way of example and not limitation, refraining from scheduling maintenance or other activities on days when the affected party is in session or conducting operations while the other party is not.

---



---

## **ARTICLE 3: SAFETY AND SECURITY COORDINATION PROTOCOLS**

### **3.1 General Safety and Security Obligations**

The Operator shall operate the School of Hope in compliance with all applicable federal and state laws relating to student health, safety, and welfare that apply to Schools of Hope, including but not limited to §1002.33, §1002.333, §1006.07, and §1006.1493, Florida Statutes. Certain security requirements will be complied with via receipt of services from the District as described herein.

Nothing in this Plan shall be construed to relieve the Operator of its statutory obligations to maintain a safe learning environment or to limit the District's responsibility or authority with respect to safety and security in a District-owned facility.

### **3.2 Safe School Officers and Security Personnel**

(a) **Operator Acknowledgment of Service Limitations.** By electing to receive non-sworn school safety services from the District, the Operator acknowledges and accepts the following limitations inherent to this service:

1. **Bargaining Agreements.** Security Monitor personnel are District employees represented by the United Teachers of Dade (UTD) under a Collective Bargaining Agreement ("CBA"). All District security personnel operate solely under the authority and direction of the School Board and Superintendent. The Operator and District may interact with

security staff; however, assignment of tasks, modification of patrol schedules, and redirection of security staff shall be coordinated through the CCT.

(b) **Operator Election.** The Operator hereby elects to receive school safety services from the District for the School of Hope while operating in a District-owned facility. The Operator acknowledges this election remains in effect for the term of this agreement.

If elected, school safety services shall be provided by the District in the same manner as provided to District-operated schools, subject to applicable law and delivered consistent with District procedures.

If the Operator elects to receive school safety services from the District, the Operator shall remit to the District the full amount of any state allocations specifically designated for such services, including funds distributed pursuant to the Florida Safe Schools Allocation or any successor program, in accordance with Rule 6A-1.0998271, F.A.C. The School of Hope leader shall coordinate with assigned security personnel for routine campus coverage logistics, including coverage location and schedule, consistent with the approved Exhibit A (Dedicated Space), Exhibit B (Shared Space) and Exhibit C (Shared Space Schedule) in the shared facility plan. All such coordination shall occur within the scope of the Security Monitor's official job description. The level of staffing shall be based on the District's standard security practices and will be available on all days the School of Hope is in session in accordance with the Operator's calendar provided to the District at the beginning of each school year, as may be updated from time to time, and for school-sponsored activities, in each case as communicated to the District with at least two (2) weeks' advance notice where practicable, to the same extent such services are provided for comparable activities at District-operated schools. To the extent the Operator requests security services beyond those provided to District-operated schools under comparable circumstances, such services shall be provided by the District at the Operator's expense. To the extent the School of Hope may operate beyond the hours during which the district school in a building is in operation, District may fill staff positions with qualified security guardians rather than MDCPS police.

**(c) Safe School Officer**

Pursuant to Rule 6A-1.0018, "school districts are required to establish or assign at least one safe-school officer at each school facility within the district, as provided in Section 1006.12, F.S."

Regardless of whether the Operator receives school safety services from the District, the School of Hope shall comply with statutory requirements governing the presence and use of Safe School Officers pursuant to §1006.12 and §1006.07, F.S.

For purposes of this mutual management plan, Miami-Dade County Public Schools (M-DCPS) complies with this requirement through the assignment of safe-school officers provided by the Miami-Dade Schools Police Department (M-DSPD), which maintains law enforcement jurisdiction on all M-DCPS school premises.

1. **Right of First Refusal.** M-DSPD holds the right of first refusal to serve as the safe-school officer provider for the School of Hope campus. Only if M-DSPD affirmatively declines or is unable to provide these services may the Hope operator seek to contract with a third-party safe-school officer provider, and any such alternative arrangement must fully comply with Rule 6A-1.0018 and Section 1006.12, F.S., including all training, certification, and deployment requirements for safe-school officers.
2. **Operator Election.** The Operator hereby elects to receive Safe School Officer services from the District for the School of Hope while operating in a District-owned facility. The Operator acknowledges this election remains in effect for the term of this agreement.

In the event the Operator retains its own Safe School Officer using a guardian, armed security guard, or external law enforcement agency, Operator covenants and agrees that such use shall be in full compliance with all applicable federal, state and local laws, rules and regulations, and Operator shall be strictly liable and hold the School Board harmless for any losses or claims that may arise related to its use of the armed security guard/sworn officer. It is understood and agreed that, by virtue of its use of an armed security guard, the Operator certifies to the School Board full compliance with the above terms and conditions, and further represents and certifies to the School Board that it shall continue to be in full compliance, at Operator's sole cost and expense, with any and all requirements set forth herein, until such time as the Operator notifies the Board otherwise in compliance with the Notice provision of this Plan. Such personnel shall operate in accordance with District procedures and applicable law;

- The operator must submit the name of the law enforcement agency, if not provided by the Miami-Dade Schools Police Department, and/or the contracted security company that provides Safe School Officer coverage to the District School Safety Specialist.
- The Operator shall cooperate with the District regarding access, scheduling, and coordination; and
- Nothing herein shall be construed to transfer supervisory authority over law enforcement or security personnel from the District or any other employing agency.

### **3.3 Safety and Security Assessments**

The District and the Operator acknowledge that safety and security assessments of District-owned facilities may be conducted as required by law, including but not limited to:

- State-required school safety assessments;
- Inspections by the Florida Department of Education; and

- Inspections by the local fire authority, health department, or other agencies having jurisdiction.

Additional safety and security assessments shall be performed as required, including in response to changes in facility use or operational conditions. For clarity, Operator renovations are not a change in facility use.

When inspections or assessments are conducted by state or local authorities, the School of Hope principal, or a designated representative of the Operator, shall participate as required to ensure coordination and timely resolution of findings.

### **3.4 Triennial Campus Safety Tour**

Pursuant to applicable law, a comprehensive campus safety tour shall be conducted at least once every three (3) years.

The District shall coordinate the scheduling of such tour, and the Operator shall ensure participation by the School of Hope principal and other appropriate staff. Findings and recommendations resulting from the tour shall be addressed in accordance with applicable law and District procedures.

### **3.5 Joint Security Assessment and Planning**

- Annual Security Review.** At the start of each school year (by August 31), the District’s School Based Safety Team shall conduct a comprehensive security assessment of the Host Campus with input from the School of Hope leader.
- Assessment Components.** The assessment shall address:
  - Access control points and perimeter security
  - Lighting and visibility in common areas
  - Emergency communication systems and reliability
  - Visitor management procedures
  - Traffic patterns and student movement
  - Surveillance camera coverage and effectiveness
  - Staff and student threat awareness
  - Coordination of safety response protocols between the District school and the School of Hope
- Documentation.** The assessment shall be part of the District’s Readiness and Emergency Management for Schools (“REMS”) assessment process, and to be used to inform security protocols and any needed improvements as determined by the School Resource Officer.

### **3.6 Access Control and Credentials**

- (a) **Card/Badge System.** Operator may operate its own card or key access system at the host school, which shall authorize users to access:
- Their Dedicated Space (including offices and administrative areas)
  - If applicable, Shared Space card access will be provided by District to Operator leader(s) using District security protocol for card access systems.
  - Operator acknowledges District's recommendation for any third-party card access system to interface with existing District Approved System to provide direct and remote access to law enforcement to expedite response times and remove obstacles in emergency situations. Operator agrees to provide access to emergency response personnel and District administrators, head custodian, and security for any emergency, and cards or keys for Dedicated Space are to be issued to custodial staff and Safe School Officer at no cost.
  - The parties will provide cards and keys to District and School of Hope leaders on the same basis.
- b) **Lost/Stolen Credentials.** The School of Hope shall immediately report any lost or stolen credentials to the District Principal. The District Principal shall deactivate the credential within five (5) business days.
- c) **Visitor Access.** The Operator shall ensure that its staff, contractors, volunteers, and any visitors comply with all applicable screening and access requirements. Visitor management will follow District campus-wide safety procedures, applicable safety and security protocols, and the Jessica Lunsford Act, where background screening is required by law. If there is a shared entry, visitor management personnel shall be provided by the District and visitors associated with either school will check in as directed by the District's visitor management process, and will be routed only to the areas authorized for that visit. Each Party will ensure its visitors will not enter the other Party's school space without authorization (unless necessary due to school layout to get to Dedicated Space). The District uses the RAPTOR visitor management system; the Operator may elect for the use of their own visitor management system, but Miami-Dade Schools Police Department must have unobstructed access to the system through the Department's Police Command Center.
- d) **Camera Access.** District agrees to provide Operator with the ability to access its Shared Space and outdoor space video security feeds for the facility. In addition, Operator may install and operate its own security camera system, at its sole cost, within its Dedicated Space and in shared outdoor areas surrounding the Facility provided that such installation complies with all applicable laws and safety standards and is a current District Approved System (capable of interface). All camera access will run through the district network as it provides direct feed to the MDSPD Police Command Center. Operator will provide the District with the ability to access its security feeds. Responsibility for the security camera equipment and any recorded data shall remain with Operator.

- e) **Public Address Systems:** The Operator may install and operate its own Public Address (“PA”) System, at its sole cost, within its Dedicated Space and in shared outdoor areas surrounding the facility, provided that such installation complies with all applicable laws and safety standards. If feasible the District agrees to zone its own PA system so it is not part of the Dedicated Space.
- f) **After-Hours Access.** The Operator shall ensure that any after-hours activities conducted at the District-owned facility, including Shared Space, are:
  - Coordinated in advance through the CCT in accordance with procedures established under this Plan;
  - Limited to approved areas of the facility; and
  - The use of the District-owned facility may not be transferred by the School of Hope. Any third-party use must comply with the District Facility Use Agreement guidelines.

### 3.7 Weapons and Threat Prevention

- (a) **Zero-Tolerance.** Both schools shall maintain zero-tolerance policies regarding weapons, threats of violence, and unsafe behavior.
  - (b) **Reporting.** Any weapon found or threat made on campus shall be immediately reported to:
    - The District School Principal and School of Hope leader;
    - School Police (305-995-COPS);
    - Local law enforcement (911 if necessary); or
    - District Security/Safety office.
  - c) **Investigation and Documentation.** All threats and weapons incidents shall be documented and investigated. Findings shall be shared with both schools (within privacy/confidentiality limits).
  - d) **Student Transfers.** If a student is removed from one school for safety reasons and poses a threat to the other school, both principals shall be notified immediately to take appropriate protective action.
- 
-

# **ARTICLE 4: CUSTODIAL SERVICES, FACILITY MAINTENANCE, FOOD SERVICE, AND NURSING OR HEALTH SERVICES**

## **4.1 Operator Election**

Pursuant to Rule 6A-1.0998271, Florida Administrative Code, the District shall permit the School of Hope to have the practical and effective use of all or part of a District-owned educational facility at no cost. Such use includes the ability to occupy space, operate within the facility, and receive facilities-related services as provided in this Plan.

**Operator Acknowledgment of Custodial Service Limitations.** By electing to receive custodial services from the District, the Operator acknowledges and accepts the following limitations inherent to this service:

- a) **Bargaining Agreements.** Custodial personnel are District employees represented by a union under a Collective Bargaining Agreement. All custodial personnel operate solely under the authority and direction of the Board and Superintendent. The Operator and the District may interact with custodial staff; however, assignment of tasks, modification of cleaning schedules, and redirection of custodial staff with regard to Shared Space shall be coordinated through the CCT.

### **Request for Facilities-Related Services (Documented Through This Plan)**

Rule 6A-1.0998271, F.A.C., provides that facilities-related services shall be provided to a co-located School of Hope at the request of the School of Hope. The parties agree that this Plan serves as the formal mechanism by which such a request is documented. The Operator acknowledges this election remains in effect for the term of this agreement.

Accordingly, in addition to services elected elsewhere in this Agreement, the Operator:

- elects to receive Custodial services;
- elects to receive maintenance services (including preventative maintenance);
- elects to receive food services;
- elects to receive student transportation services; and
- elects to receive nursing or health services

from the District for the School of Hope while operating in a District-owned facility.

If not elected, the Operator shall be solely responsible for securing such services at its own expense and nothing in this Plan shall obligate the District to provide such services.

### **Operator's Use of Third Party Providers**

Where the Operator elects not to receive District-provided custodial services, routine maintenance services, food services, or nursing services pursuant to this Plan, the Operator may engage third-party providers to perform such services, subject to the requirements set forth in this Article.

Nothing herein shall be construed to obligate the District to provide facilities-related services where the Operator has elected to use third-party providers.

a) **Compliance with Law and District Standards**

All third-party vendors, contractors, or service providers engaged by the Operator to perform services within a District-owned facility shall:

- Comply with all applicable federal, state, and local laws;
- Obtain and maintain all required licenses, certifications, permits, and inspections from authorities having jurisdiction; and
- Perform services in a manner consistent with District health, safety, environmental, and operational standards applicable to District-operated schools.

b) **Background Screening and Access Control**

All personnel employed or contracted by third-party service providers shall:

- Undergo Level 2 background screening pursuant to §435.04, Florida Statutes;
- Comply with District visitor access, identification, and sign-in procedures;
- and Limit access strictly to areas necessary to perform authorized services.
- The Operator shall be responsible for verifying compliance prior to granting access.

c) **Insurance and Indemnification**

Third-party service providers engaged by the Operator shall maintain insurance coverage, in types and amounts consistent with District vendor requirements, including general liability and workers' compensation insurance.

Proof of insurance shall be provided to the District prior to commencement of services. The District shall not be named as responsible for acts or omissions of third-party vendors engaged by the Operator.

d) **Custodial Services – Specific Protocols**

If in the future, the Operator elects to use a third-party custodial provider:

- The provider shall comply with District custodial cleaning standards applicable to comparable District-operated schools within shared spaces;
- The provider shall use cleaning materials, chemicals, and methods approved for use in District facilities within shared spaces; use of District procurement is highly

encouraged to utilize the same cleaning materials, but the Operator maintains the right to seek the same cleaning products from alternate vendors.

- The provider shall not use District custodial equipment, supplies, or storage areas unless expressly authorized in writing by the District; any equipment used by a third party must meet District approval for minimum standards

e) **Food Services – Kitchen and Facility Use**

If in the future, the Operator elects to use a third-party food service provider. Any use of District kitchen facilities, equipment, or food service infrastructure shall require coordination with the District;

- The provider shall comply with all applicable food safety laws, health department regulations, and inspection requirements;
- The provider shall adhere to District food safety, sanitation, and operational protocols;
- The District may impose reasonable conditions on kitchen access, provided that scheduling, and equipment use will be proportionate.
- Schedules for cleaning and food preparation will be managed through the Shared Facility Plan.
- Use and tracking of supplies and other shared resources will be managed through the Shared Facility Plan. Absent written approval, which shall not be unreasonably withheld, third-party food service providers shall not use District kitchen facilities or equipment.

f) **Maintenance and Repairs by Third Parties**

If in the future, the Operator elects to use a third-party to perform routine maintenance or minor repairs:

- The provider shall not perform structural work, code-related repairs, or capital improvements
- The provider shall use materials and methods compatible with District facility standards;
- The provider shall obtain District approval which shall not be unreasonably denied prior to commencing work that affects building systems; and shall restore affected areas to District standards upon completion. Failure to object within thirty (30) days shall be deemed an approval.

Nothing herein authorizes third-party vendors to alter District-owned property beyond cosmetic changes to the Dedicated Space without prior written consent from Office of Facilities, Design and Construction other than when permitted under Section 4.3(c). The School of Hope must submit

the request to the Office of Facilities, Design and Construction in writing, approval must be obtained prior to any commencement of work.

g) **District Oversight and Right to Restrict Access**

The District retains the right to:

- Review vendor background check, credentials, licenses, and insurance;
- Require correction of non-compliant practices;
- Restrict or revoke vendor access for safety, security, or compliance reasons; and
- Require cessation of services that pose a risk to students, staff, or the facility.

Nothing in this Section shall be construed to:

- Convert statutorily required services into discretionary services;
- Create a reimbursement obligation unless required by Rule 6A-1.0998271.

h) **Operational and Communications Protocols / Equitable Treatment**

The District and Operator shall provide written notice to all applicable service providers, superintendents, administrators, contractors, agents, and other relevant stakeholders that neither District, Operator, nor the Dedicated Space shall be subject to disparate or disadvantageous treatment.

The District and the Operator further agree that duly authorized representatives of Operator and the District, respectively, shall have equal access to consult with service providers and to participate in the coordination, oversight, and administration of facilities-based services affecting the Dedicated Space and Shared Space, on terms no less favorable than those afforded with respect to comparable District schools, spaces, or facilities.

#### **4.2 Quality Assurance and Monitoring**

- a) **Walkthrough Inspections.** When operating in a District-owned facility, the School of Hope must use and occupy the facility in compliance with applicable law, including the Florida Building Code and applicable health and safety requirements.
- b) **Monthly Inspections.** The School of Hope leader shall conduct monthly inspections of Dedicated and Shared Space, documenting cleanliness, maintenance, or repair issues.
- c) **Campus Coordination Team Review.** The School of Hope may raise specific concerns about cleanliness, responsiveness, or parity at the CCT meeting.
- d) **Service Deficiency Log.** The District shall maintain a log of submitted work orders, including submission date, category, and completion status. The School of Hope shall maintain its own submission records for reference. Any deficiencies shall be logged and cured in priority order (regardless of which party submits the work order) at the pace at

which the District handles similar issues elsewhere in its buildings. Certain deficiencies may be subject to the self-help provisions set forth in 4.3(c) below.

#### **4.3 Maintenance Requests and Work Orders**

- a) **Work Order Process.** All maintenance requests shall be submitted by the School of Hope leader or designee using the District's established work order system.
- b) For non-emergency work, the District may require scope confirmation (which can be telephonic) before commencing work. For emergencies impacting health, safety, security, or preservation of the facility, the District may act immediately.
- c) The District shall ensure that the space to be used by the School of Hope complies with all safety and other requirements and is maintained as other facilities in the district and as necessary to meet the electrical needs of the School of Hope. District maintenance of space used by the School of Hope must be performed as timely and with as much care as other district space. If the district fails to provide space in this condition, it will reimburse the Hope Operator for fees incurred for such maintenance and ensure building access for any workers providing such services.
- d) **Background Screening.** All personnel responsible for repairs, maintenance, and renovations must undergo Level 2 background screening pursuant to s. 435.04, F.S.

#### **4.4 Major Repairs and Capital Projects**

- a) **District Responsibility.** Major repairs, structural work, code compliance corrections, and capital improvements shall remain the District's responsibility, expressly excluding any Alterations as defined in Section 7.3(e).
- b) **Notice and Coordination.** The District shall coordinate with the Operator on timing for any major project that will affect the School of Hope's operations and shall coordinate work timing to minimize instructional disruption, except in emergencies or urgent life-safety conditions. District may not remove the School of Hope without the Hope Operator's consent.
- c) **Temporary Relocation.** Subject to (b) above, if major work that is necessary due to emergencies or urgent life-safety conditions renders Dedicated Space temporarily unusable, the District may temporarily relocate the School of Hope for the shortest duration reasonably necessary to complete such work. In such event, the District shall provide or secure mutually agreed comparable temporary space in a proximate location that complies with applicable requirements of Rule 6A-1.0998271. Any temporary relocation of the School of Hope permitted under this plan shall be governed by the Shared Facility Plan, which shall specify applicable procedures, timelines, and responsibilities. The provisions of the Shared Facility Plan are incorporated herein by reference. This Plan does not independently authorize relocation.

- d) **District's Written Approval.** Nothing in this Plan shall be construed to authorize the Operator or the School of Hope to undertake capital improvements, structural modifications, or permanent alterations or Major Repairs to the District-owned facility without the District's prior approval other than as set forth in Section 4.3(c).

#### 4.5 Maintenance Standards and Parity

- a) **Standard Maintenance.** Consistent with §1002.333(7)(a), Florida Statutes, students enrolled in the School of Hope shall be included in the District's total capital outlay full-time equivalent membership and for calculating maintenance or other facility-related funds, as provided by law. The District shall maintain the District-owned facility and the Dedicated Space in the same manner as its other public schools to ensure it complies with all safety and other requirements and is maintained as other facilities in the district and as necessary to meet the electrical needs of the School of Hope. District maintenance of space used by the School of Hope (including preventative maintenance) will be performed as timely and with as much care as other district space, subject to the terms of this Plan and the Shared Facility Plan. Nothing in this Section shall be construed as a warranty of facility condition or as requiring immediate remediation of all identified conditions. The District shall perform all routine maintenance related to the School of Hope (HVAC servicing, roof inspection, exterior caulking, pest control, etc.) as timely and with as much care as other district space.
- b) **Renovation and Capital Work.** If the District plans major renovations or capital improvements, the District shall include School of Hope spaces in planning and shall ensure that work timelines do not disproportionately disrupt School of Hope operations.
- c) **Deferred Maintenance.** The District shall not defer maintenance in School of Hope areas for longer than in comparable District school areas. If maintenance is deferred for budget reasons, the deferral shall apply equally.
- d) Nothing in this Section 4.5 shall supersede the right to limited self-help as specified in Paragraph 4.3(c).

#### 4.6 Contractor and Vendor Access

- a) **Background Screening.** All individuals performing repairs, maintenance, or renovations shall undergo Level 2 background screening pursuant to §435.04, Florida Statutes, and shall comply with all applicable District visitor access and security requirements.
- b) **District Contractors.** When District contractors access the Dedicated Space for maintenance or repairs, they shall:
- Follow sign-in/visitor procedures
  - Limit access to areas affected by their work

- Coordinate with both school principals for scheduling outside either school's instructional hours
- Maintain District safety and conduct standards

The District shall ensure that any damage to the Dedicated Space or its contents caused by its contractors is promptly repaired and the affected areas restored to their prior condition.

- c) **School of Hope Contractors.** The School of Hope may hire contractors for services within the Dedicated Space that are the Operator's responsibility or for self-help as described above, and in compliance with any applicable provisions set forth herein. School of Hope contractors shall:
- Secure authorization from the appropriate District office if required
  - Comply with District visitor and security procedures
  - Undergo background screening per Rule 6A-1.0998271(5)(d)
  - Be supervised by School of Hope staff
  - Limit access to School of Hope Dedicated Space
- d) **Coordination.** The School of Hope shall provide the District with advance notice (minimum five (5) business days), or as otherwise required under this Management Plan (except in the case of emergency needs) of any contractor access and shall provide the District with contractor information for security and insurance purposes.

#### 4.7 No Implied Obligations

Nothing in this Article shall be construed to require the District to provide facilities-related services absent an affirmative election by the Operator; create an entitlement to services beyond those expressly elected; or expand or limit statutory rights or obligations beyond those provided by law.

---



---

## ARTICLE 5: INCIDENT REPORTING, RESPONSE, AND RESOLUTION

### 5.1 Unified Incident Categories and Reporting

- a) **Reportable Incidents.** The following incidents occurring anywhere on the Host Campus shall be reported immediately to both the District School Principal and School of Hope leader:
- Weapons or weapon threats

- Threat of violence or violent behavior
  - Serious injury or medical emergency
  - Fire or structural emergency
  - Unauthorized intruder or trespassing
  - Suspicious activity
  - Vandalism or property damage
  - Theft
  - Hazardous material spill
  - Evacuation, lockdown, shelter-in-place, or other emergency protective actions
- b) **Reporting Procedure.** The discovering staff member or administrator shall:
- Contact the nearest administrator or security personnel immediately
  - Call 911 if emergency assistance is needed
  - Notify the District school office
  - Notify the School of Hope office
  - Document the incident in writing same day if practicable, but not later than one business day.
- c) **Incident Report Form.** Both schools shall use their respective standard Incident Report Form, which must capture:
- Date, time, and location
  - Individuals involved (students, staff, community members)
  - Detailed description of incident
  - Immediate actions taken
  - Persons notified
  - Evidence preserved
  - Any injury or property damage
  - Follow-up recommended

**Data Sharing.** Each school will retain its own incident records in accordance with applicable law. The Operator will provide the District with documentation reasonably necessary to support the District's reporting obligations and campus-wide safety coordination.

## **5.2 Investigation and Follow-Up**

- a) **Lead Investigator.** If the incident primarily involves a School of Hope student or staff member, the School of Hope leader shall initiate the appropriate steps in accordance with their policies, and the District principal shall be kept informed.
- b) **District School Incidents.** If the incident primarily involves a District school student or staff member, the District School Principal shall follow the appropriate steps in accordance with District protocols, and the School of Hope leader shall be kept informed.
- c) **Shared Campus Incidents.** If the incident involves both schools (fight between students from different schools, damage to common area, etc.), both principals shall collaborate during investigation.
- d) **Law Enforcement Coordination.** If law enforcement is involved, both principals shall cooperate with the investigation and shall not obstruct or duplicate law enforcement work.
- e) **Confidentiality.** Investigation findings shall be handled according to The Family Educational Rights and Privacy Act (“FERPA”) and shall not be disclosed beyond those with a legitimate educational or safety interest.

### **5.3 Discipline and Accountability**

- a) **Internal Discipline.** Each school shall implement a Code of Student Conduct and apply its discipline policies to incidents involving its students.
- b) **Coordination.** If discipline involves restriction of access to shared spaces or the other school, both principals shall be notified, and coordination shall occur.
- c) **Dangerous Student.** If a student from one school is disciplined for threatening or violent behavior and represents a continuing threat to the other school, both principals shall meet to discuss protective measures and monitoring.
- d) **Trespass Notices.** If a student or community member receives a trespass notice, both principals shall be provided notice to ensure that all entry points are informed.

### **5.4 Data and Trending**

- a) **Incident Trending.** The Campus Coordination Team shall review relevant incident data quarterly to identify patterns, trends, or repeated locations/issues.
- b) **Corrective Actions.** If data indicates recurring problems (bullying in specific area, traffic incidents, equipment safety issues), the CCT shall develop corrective action plans.
- c) **Safety Improvements.** Incident data shall inform recommendations for facility improvements (lighting, signage, traffic management, security measures).

### **5.5 Reporting, Law Enforcement Notification, and Data Sharing**

- a) **SESIR applicability and definitions.** The School of Hope shall comply with all statutory and regulatory requirements governing the School Environmental Safety Incident

Reporting (SESIR) system, as applicable to Schools of Hope operating within the District. SESIR reporting will follow Florida Department Of Education definitions, codes, and District procedures for incidents occurring on school grounds, during transportation, or during school-sponsored events. SESIR incidents are reported by schools to the District for submission to the Florida Department of Education in accordance with applicable law and District procedures.

- b) **Timely notification and documentation (Operator to District).** For any incident occurring on the shared campus that may be SESIR-reportable, the Operator Administrator will notify the District Administrator as soon as practicable, and no later than the end of the same school day, and will provide written documentation sufficient to support SESIR review, including time, location, involved parties, witness statements (as available), and any responsive actions taken. The parties will cooperate to ensure SESIR incidents are categorized consistently and reported in the required monthly cycle.
- c) **Selecting the SESIR incident when multiple offenses occur.** When multiple simultaneous offenses occur during the same incident, the Hope Operator will follow the SESIR reporting rule to report the offense with the most serious rank order level.
- d) **Law enforcement reporting requirements.** The Hope Operator acknowledges that, except for incidents of bullying, harassment, tobacco, and sexual harassment, all SESIR incidents must be reported to law enforcement. In addition, SESIR incidents that include a related element of alcohol, drug, gang, hate-crime, hazing, injury, or weapon must also be reported to law enforcement as required. For purposes of coding “Reported to Law Enforcement,” the parties will rely on documentation of an official law enforcement action (for example, a case number assigned, report filed, affidavit filed, diversion referral, or arrest). The presence of, notification of, or consultation with an officer alone is not sufficient to code the incident as “Reported to Law Enforcement.”
- e) **Student Conduct Framework**

The School of Hope shall maintain and implement written policies governing student conduct and discipline that comply with applicable state and federal law, including laws relating to student safety, due process, reporting obligations, and student welfare.

Nothing in this Article shall be construed to impose District policies on the School of Hope except as expressly elected or required by statute, or to limit the School of Hope’s authority to establish and enforce student discipline policies consistent with law.

- f) **Code of Student Conduct**

The Operator does not elect to adopt the District’s Code of Student Conduct for the School of Hope.

If the Operator elects to adopt the District’s Code of Student Conduct:

- The Code shall be implemented in accordance with District procedures, as applicable; and
- The School of Hope shall comply with reporting, documentation, and disciplinary response requirements associated with the Code.

If the Operator does not elect to adopt the District’s Code of Student Conduct:

- The Operator shall maintain a School of Hope specific Code of Student Conduct; and
- The Operator shall provide a copy of such Code to the District, the assigned Safe School Officer (if applicable), and any contracted security personnel assigned to the District-owned facility.

g) **Discipline Incidents Implicating Safety and Security**

Regardless of whether the Operator adopts the District’s Code of Student Conduct, the School of Hope shall comply with all statutory requirements for Schools of Hope related to:

- Mandatory reporting of discipline incidents;
- Coordination with law enforcement; and
- Implementation of safety-related responses for incidents posing a threat to students, staff, or the school community.

Disciplinary incidents that implicate campus safety shall be addressed in coordination with applicable safety and security protocols set forth in this Plan.

## **ARTICLE 6: EMERGENCY PROCEDURES AND DRILLS**

As per Rule 6A-1.0998271(c)(3), F.A.C “If the School of Hope is co-located with another school, the Mutual Management Plan must include coordination with the district’s safety and emergency procedures for the shared campus, including access to control procedures, emergency drills and procedures, reunification plans, threat management coordination, and incident reporting.”

### **6.1 Unified Emergency Operations Plan (“EOP”)**

- a) **District Authority.** The District shall develop, maintain, and implement a comprehensive Emergency Operations Plan (EOP) covering the entire District-owned facility/Host Campus and all occupants, including the School of Hope. The District retains final authority over the content, implementation, and enforcement of the EOP but agrees that the School of Hope will not be disadvantaged relative to other schools, will have the ability to collaborate

on scheduling and other implementation matters, and will not be restricted in how it communicates with its own families.

- b) **Plan Components.** The EOP shall address (with School of Hope input):
- Threat assessment and prevention
  - Incident command and response structure
  - Student and staff accounting procedures
  - Evacuation, lockdown, and shelter-in-place procedures
  - Emergency Communication systems and protocols
  - Reunification procedures for students
  - Post-incident response, support and debriefing
- c) **School of Hope Input.** The School of Hope leader shall be invited to participate in EOP development and shall review the plan annually. The Operator may provide feedback and recommendations.
- d) **Plan Distribution and Training.** The District shall provide the EOP to the School of Hope Principal. The Operator shall ensure that School of Hope staff are informed of and trained on applicable EOP procedures.

## 6.2 Fire and Emergency Drills

- a) **Unified Drills.** Required drills will be coordinated campus-wide in accordance with District Fire and Emergency Drill guidelines and protocols. Participation is required for all occupants in the affected building or area, and drills may be conducted concurrently or in coordinated phases as directed by the District with Operator input for safety and operational control.
- b) **Drill Scheduling.** Drills shall be scheduled in advance (where possible) by both parties, with notice provided to both principals, and shall be conducted in accordance with Rule 6A-1.0018, F.A.C. Minimum required drills per Florida law: Drills shall meet or exceed minimum requirements under Florida law and District procedures, including fire drills, active threat drills, and tornado or severe weather drills. Additionally, as delineated in Rule 6A-1.0018, F.A.C.; “All occupants of a building or any other location where an emergency or fire drill is held must participate in the drill.” All drills shall be scheduled collaboratively through the CCT.
- Fire drills: All schools must perform their first fire drill within the first 10 days of school. Elementary and K-8 Centers must conduct at least six (6) fire drills during the school year; Middle and Senior High Schools must conduct at least four (4) fire drills during the school year.

- Emergency Drills: As required per Rule 6A-1.0018 F.A.C. and district emergency drill procedures
  - Tornado drills: As required per District
- c) **Drill Procedures.** Drills and actual emergencies will use plain-language communication consistent with school safety requirements. Standard procedures shall be followed each time:
- Alert signal (alarm, intercom announcement)
  - Assembly location (designated safe area, field, etc.)
  - Student/staff accounting by class/group
  - All-clear signal
  - Debrief and after-action
- d) **Operator Participation.** The School of Hope Principal or designee shall participate in drill planning, execution, and debriefing.
- e) **Documentation.** Documentation in the form of an after-action report must be submitted to the District School Safety Specialist or designee, in accordance with Rule 6A-1.0018(16)(b) F.A.C.

### 6.3 Actual Emergency Response

- a) **Incident Command System.** In any actual emergency, the District shall activate Incident Command defined in and in accordance with the EOP.
- b) **Unified Response.** All on-site personnel (District school, School of Hope, support staff) shall follow Incident Command directives. The School of Hope Principal shall be notified of the activation and shall follow all ICS procedures.
- c) **School of Hope Integration.** The School of Hope leader (or designee) shall be integrated into the Incident Command structure to ensure that School of Hope students and staff are accounted for and protected.
- d) **Communication.** Real-time communication shall be established between the Incident Commander and both school administrators using available systems (radios, phones, runners, intercoms).
- e) **Student Accounting.** Upon evacuation or lockdown, both schools' students and staff shall be accounted for using their specific roster system or verbal count.
- f) **Reunification.** If students must be reunified with parents, the Operator agrees to follow the District's reunification plan. The Operator will not be restricted in how it communicates with its own families.

- g) **Hurricane Shelter Operations.** The parties acknowledge that the facility may be designated and utilized as an emergency shelter under the authority of Miami-Dade County in connection with a declared state of emergency, including, without limitation, hurricanes or other natural disasters.

In the event of a declared local, state, or federal emergency affecting Miami-Dade County, and upon activation of the facility as a hurricane or emergency shelter, operational control of the facility shall be subject to the direction, coordination, and authority of Miami-Dade County and its authorized emergency management personnel for the duration of such activation. During such period, the School of Hope (the “Operator”) shall fully comply with all lawful orders, directives, rules, and emergency protocols issued by the County or its designated officials relating to the use, access, security, or operation of the facility.

The Operator acknowledges and agrees that shelter operations may require the temporary suspension, modification, or relocation of normal school activities, and the Operator shall cooperate in good faith with the District and Miami-Dade County to facilitate shelter use. The Operator shall have no claim against the District arising solely from the lawful activation and use of the facility as an emergency shelter pursuant to County authority, provided that the District acts in accordance with applicable law.

Upon deactivation of the shelter by Miami-Dade County, control of the facility shall revert in accordance with this Agreement, subject to any necessary remediation, inspection, or restoration required as a result of such emergency use.

#### **6.4 Weather**

The parties agree that Operator will retain discretion over whether to keep its schools open in cases where the District may close its own schools due to weather.

---

---

## **ARTICLE 7: SERVICES, COST RESPONSIBILITY AND REIMBURSEMENT MODELS**

Except as expressly required by §1002.333, F.S., other applicable law, or affirmatively elected and agreed to in writing pursuant to this Plan, nothing herein shall be construed to create an implied obligation for the District to provide additional services to those set forth in applicable law or to absorb operational costs on behalf of the School of Hope.

Any services requested by the School of Hope beyond those expressly required by law or elected under this Plan shall be governed exclusively by the supplemental services process set forth in Section 7.1.

Consistent with Rule 6A-1.0998271(6)(c)(1)(e), F.A.C., and in lieu of billing based on additional incremental costs calculated pursuant to Rule 6A-1.0998271(6)(c)(1)(d), F.A.C., the District and

the Operator agree to a fixed per-student amount as the operative billing mechanism for utilities as well as nursing, custodial, food-related, and other District services expressly provided under this Plan to which a state remittance such as that of transportation and safety and security is not offered.

- a. **Per-Student Fixed Amount.** The Operator shall reimburse the District a per student fixed amount of \$700 per student enrollment for utilities, nursing services, food services, and custodial services. This amount reflects a fixed amount less than the estimated additional incremental costs calculated by the District pursuant to Rule 6A-1.0998271(6)(c)(1)(d), F.A.C. The per-student fixed amount shall be paid in two installments of \$350 per student, based on Total Unweighted FTE as reported for the applicable Florida Education Finance Program (FEFP) survey periods. The first installment shall be calculated based on Total Unweighted FTE reported for the initial FEFP survey period used for funding during the school year, and the second installment shall be calculated based on Total Unweighted FTE reported for the subsequent FEFP survey period. Each installment shall be payable within thirty (30) days following receipt of the corresponding FEFP funds by the Operator.
- b. **Annual Adjustment.** The per-student fixed amount shall be reviewed annually not later than sixty (60) calendar days prior to expiration of the annual term and may be adjusted by written amendment. Any adjusted fixed amount shall remain less than the District's then-current estimated incremental costs for the applicable service.

Except as expressly required by §1002.333, F.S., other applicable law, or affirmatively elected and agreed to in writing pursuant to this Plan, nothing herein shall be construed to create an implied obligation for the District to provide additional services to the School of Hope other than those it provides to district schools.

This provision shall not be interpreted to limit the District's statutory obligations regarding facility maintenance under §1002.333(7)(a), F.S.

Any services requested by the School of Hope beyond those expressly required by law or elected under this Plan shall be governed exclusively by the supplemental services process set forth in Section 7.1.

### **7.1 Requests for Supplemental / À La Carte Services (Not Subject to Election)**

Services requested by the School of Hope that are not expressly required by statute or rule and are not identified as electable services under this Plan shall be considered supplemental or à la carte services and shall be provided only at the District's discretion and subject to the following process:

- a) **Written Request.** The School of Hope shall submit a written request to the District specifying, at a minimum:
  - The service requested;
  - The scope and duration of the service;

- The operational purpose for the request; and
  - Whether the service is one-time or recurring.
- b) **District Review and Cost Estimate.** Upon receipt of a complete request, the District shall review the request and, if the District elects to consider providing the service, shall issue a written cost estimate within ten (10) business days, or notify the Operator that the request is denied.

Nothing in this Article shall be construed to require the District to subsidize School of Hope operations or to assume financial responsibility beyond that required by §1002.333, Florida Statutes, or Rule 6A-1.0998271, Florida Administrative Code.

## 7.2 Services

- a) **Facility Use.** Pursuant to Florida Statute §1002.333(9)(c), the School of Hope shall use the determined district-owned facility at no rental cost.
- b) **Utility Cost Allocation.** District agrees to furnish all utilities including electricity, water, sewer, waste disposal, Wi-Fi (if requested) and HVAC. As set forth in Rule 6A-1.0998271. Utilities are included in the Per-Student Fixed Amount.

Where physically possible and considered a standalone or independent system, the Operator will have the right to control and regulate the climate within the Dedicated Space, including the ability to adjust thermostats or other control devices associated with such systems. Operator may request reporting on temperatures and request adjustments in the facility to meet a range from 65-75 degrees.

- c) **Custodial Services.** The School of Hope may request that the District provide Custodial services. If the request is made, the District shall provide the number of custodians required to perform custodial services to the School of Hope. Custodial Services are included in the Per-Student Fixed Amount.
- **Dedicated Space.** If the Operator provides its own custodial services in the future, the Operator would be responsible for cleanliness, sanitation, and routine housekeeping in the Operator's Dedicated Space. The Operator may maintain the Dedicated Space consistent with the Operator's operational preferences, provided such practices do not create health, safety, pest-control, or building-condition concerns for the facility.
  - **Shared Space.** When the Operator uses Shared Spaces, the Operator shall ensure that Shared Spaces are maintained at parity with District cleanliness and sanitation standards based on the Operator's Proportional Share of use. If the Operator provides its own custodial services in the future, the Operator's custodian(s) shall clean and restore Shared Spaces used by Operator students to District standards, including set-up and return-to-ready condition as applicable, within timelines

established for the facility's daily operations and schedules outlined in the shared facility plan.

- **Third-Party Custodians.** Any Operator employee or contractor providing custodial services at the facility in the future shall comply with District access protocols, background screening requirements, and scheduling, and shall coordinate with the facility administrator or designee to avoid interference with District operations.
- d) **Safety Services.** The School of Hope may request that the District provide school safety/security services. If the request is made, the School of Hope shall remit to the District the full amount of any state allocations designated for safety/security services, per §1002.333(9)(d)).
- **Single Point of Entry Security.** The District maintains a designated Single Point of Entry for District schools to enhance site security. Where feasible, the District is willing to implement either a shared Single Point of Entry for the facility or separate points of entry. Operator may elect to utilize a separate point of entry. The Operator shall ensure that the separate point of entry is continuously manned and monitored during all hours the Operator is in session or otherwise operating at the facility.
  - **Third-Party Security.** All Operator security personnel and contractors shall comply with District access control procedures, visitor management protocols, badge requirements, and any applicable background screening and training requirements for presence on a District campus.
- e) **Food Service.** The School of Hope may request that the District provide food services. If the request is made, the District shall provide food services in accordance with District protocols, including all aspects of food services provided to district schools. The Operator shall be responsible for the collection and maintenance of all Free and Reduced Lunch (“FRL”) application forms for federal reporting and meal reimbursement. Food Service is included in the Per-Student Fixed Amount.
- **Third-Party Food Service.** In the event Operator seeks to engage the services of an entity to occupy and utilize the Kitchen Area and Dining Area for the specific and limited purpose of storing, preparing and serving food to Operator (“**Food Service Provider**”), Operator shall provide a written request for same to the School Board, a minimum of thirty (30) days prior to the requested commencement date of such services. Such a request shall include, at a minimum, the legal name of the Food Service Provider, proof of its corporate standing, verification of its authority to operate in the State of Florida, a copy of its insurance certificate naming The School Board of Maimi-Dade County, Florida, as an additional insured (with coverages and limits as approved by the School Board's Risk Management Department), and any other documentation, certification or verification that the

School Board or its authorized designee may reasonably request. Operator hereby represents that, by virtue of engaging the services of a Food Service Provider, or continuing the use of the Food Service Provider, the Food Service Provider: (1) has met any and all jurisdictional licensing requirements; (2) complies with the Jessica Lunsford Act; (3) provided the required insurance, which is active and in place; and (4) met any other qualifications necessary to furnish this service including paying its proportionate share for securing, maintaining and renewing those permits, licenses and fees necessary to operate the Kitchen Area, including, but not limited to, the 'Fats, Oils and Grease Discharge Control Annual Operating Permit'. Operator acknowledges and agrees that the Food Service Provider may not occupy and use any portion of the Kitchen until the School Board, through its authorized designee, provides written approval for the entity to initiate its services. Operator further acknowledges and agrees that, notwithstanding any statutory limits of liability, Operator shall be contractually liable for any and all claims arising from the occupancy and use of the Dining Area and/or Kitchen Area by the Food Service Provider, and shall fully indemnify and hold the School Board harmless from any and all causes of action or claims that may arise relating to the Food Service Provider.

- On an annual basis, but in no event later than the District's first day of school, as established in the District's approved School Calendar, Operator shall provide the District with copies of the detailed information set forth above.
  - If Operator elects to utilize the services of its own Food Service Provider, it shall retain responsibility, at its sole cost and expense, for maintenance of Kitchen operating systems, which include, but are not limited to, professional cleaning of the exhaust hood and fans on at least an annual basis, inspection of the fire suppression system on an annual basis, and periodic grease-trap maintenance ("**Kitchen Operating Systems**"). Kitchen Operating Systems shall be maintained by Operator in conformance with the School District's standard maintenance schedule, or in compliance with jurisdictional requirements, including inspections, certifications, testing, etc.
- f) **Nursing Services.** The District facilitates school-based nursing and health services for District students through third-party provider arrangements, including agreements with the Florida Department of Health and The Children's Trust (e.g., Health Connect). To the extent such services are made available at District-operated schools, the District shall take all actions within its control, and shall not withhold or delay any approvals, consents, or coordination necessary, to facilitate the School of Hope's access to such services on the same basis as District-operated schools, including by coordinating with such third-party providers and supporting the Operator's participation in such arrangements. Nothing

herein shall be construed to require the District to directly provide nursing services or to staff such services with District personnel, to the extent the District does not do so for District-operated schools.

- g) **Student Transportation.** The School of Hope may elect to have the district provide student transportation services as required by applicable law. If elected, the District shall provide eligible School of Hope students access to transportation services and the School of Hope shall remit to the District the full amount of any state allocations designated for transportation. The parties have agreed to the following parameters for student transportation services: (a) the School of Hope will be treated as a student's assigned school for purposes of determining eligibility for transportation services, (b) a student will be eligible for transportation services if they reside at least two miles from the School of Hope, up to five miles; (c) student transportation services will be provided on all days when a School of Hope is in session; and (d) transportation services will include bus stop pickups and drop-offs rather than door to door service, consistent with how the district provides transportation services to eligible students from other schools.
- h) **Operator Acknowledgment of Transportation Service Limitations.** By electing to receive student transportation services from the District, the Operator acknowledges and accepts the following limitations inherent to this service:
  - i. **Route Assignment Authority.** All route planning, bus assignments, scheduling, and deployment decisions rest exclusively with the District's Department of Transportation. The Operator shall have no authority to request specific drivers, modify assigned routes, alter pickup or drop-off sequences, or direct transportation personnel outside of the established route structure. Any request for route modifications shall be submitted in writing to the District's Department of Transportation and is subject to District approval, availability, and CBA constraints.
  - ii. **Board Authority Over Personnel.** All transportation personnel operate solely under the authority and direction of the Board and Superintendent. The Operator shall have no supervisory, directional, or disciplinary authority over District-employed transportation personnel at any time. Operator may raise concerns regarding unprofessionalism or safety concerns and request replacement or discipline of applicable personnel where appropriate.

**Non-Reimbursable Trigger.** If electable services are not requested, the District will not provide reimbursement to the School of Hope for any expenditures made by the School of Hope for these services.

### **7.3 Reimbursement for Elective/Enhanced Services**

- a) **Additional Security or Resource Officer Services.** If the School of Hope requests security or Resource Officer services beyond what the District provides for district schools in similar circumstances for items such as off-campus security, after-hour events, special events, the School of Hope may contract with the District at the School of Hope's expense.
- b) **Custodial Enhancements.** If the School of Hope requests enhanced custodial services not provided to other schools and not required to meet district legal requirements for cleanliness (extra cleaning frequency, specialty cleaning, specific high-end products), the School of Hope may contract for these services at its own expense. District will provide Operator with copies of relevant agreements with custodial service providers.
- c) **Maintenance of School of Hope-Specific Equipment.** If the School of Hope installs equipment in its Dedicated Space (projectors, specialized lab equipment, etc.) at its own expense, the School of Hope shall be responsible for routine maintenance and repair of that equipment. The District shall not be obligated to maintain School of Hope-specific equipment. As specified in Rule 6A-1.0998271, the District will maintain the space used by the School of Hope in a timely manner and with as much care as other District space.
- d) **Reimbursements.** No remittance or reimbursement obligation shall be implied for custodial services, routine maintenance services, food services, nursing services, utilities, or other facilities-related services unless: (a) such reimbursement is expressly required by statute or rule, or (b) the parties have entered into a separate written agreement specifying the scope of services, cost, and payment terms.
- e) **Base Readiness Standard.** The Mutual Management Plan shall ensure that the space to be used by the School of Hope complies with all safety and other requirements as required by Rule 6A-1.0998271, F.A.C., Section (6)(c). The Parties acknowledge that they do not agree as to which party is responsible for performing the specific alterations to high school space necessary to make it appropriate for elementary school students, such as applicable law and code related height adjustments for fixtures ("Age-Conforming Alterations"). Nothing in this Plan shall be construed as a waiver of either Party's legal position on such obligations. However, Operator has agreed that it will perform or have performed the (i) Age-Conforming Alterations, and (ii) educational program related alterations, collectively referred to as the "Alterations", at its own expense. The Operator's agreement to perform the Alterations at its own expense is made without prejudice to its position regarding the Parties' relative obligations under applicable law. Under no circumstances shall the District be required to allocate, reimburse, or otherwise expend any funds in connection with such Alterations.
- f) **No Operator Obligation to Deliver SREF Upgrades.** Except to the extent expressly required by section 1002.333(7)(a), Florida Statutes, the District shall not require the

Operator to design, renovate, or upgrade the Host Campus, Dedicated Space, or Shared Space to meet the State Requirements for Educational Facilities (SREF) standards as a condition of occupancy or operation. The Operator may, at its sole cost and expense, modify portions of Dedicated Space or other authorized areas as necessary to satisfy applicable Florida Building Code or other compliance requirements associated with the Operator's program. Any such work shall be subject to permitting requirements, access control procedures, restoration obligations as provided in this Plan, and District approval, which shall not be unreasonably withheld, and failure to provide a response within thirty (30 days) shall be deemed an approval. Operator will coordinate with District as set forth in this Agreement.

g) **Capital Improvements by Operator.**

The Operator may undertake cosmetic improvements to the Dedicated Space without district approval. Cosmetic changes are considered changes that are non-structural, portable, or temporary, such as paint, flooring, fixture replacement, and installation of equipment. All changes must be communicated to the District prior to commencement for safety, code compliance and building records. If the School of Hope wishes to fund a capital improvement to Dedicated Space or to the facility outside the Dedicated Space (such as room conversion, playground upgrade, electrical upgrade, etc.), the School of Hope must submit the request to the Office of Facilities, Design and Construction in writing, approval must be obtained prior to any commencement of work, not to be unreasonably withheld, and failure to provide a response within 30 days shall be deemed to be approval. The District agrees to act reasonably and promptly in evaluating the request, but reserves the right to deny such proposed improvements. In the event of departure by the School of Hope, all such improvements shall be removed upon termination or relocation and the space restored to its original condition, reasonable wear and tear excepted. Failure to restore the space may result in the Operator being required to reimburse the District for restoration costs. For the purposes of all initial co-location capital improvement requests made by the School of Hope, any expenses are to be treated as non-essential and will be borne by the School of Hope as these facilities are currently being used by the District in a condition similar to other District spaces.

**7.3 Shared Facility Costs - District Responsibility**

- a) **Structural Maintenance.** The District shall bear the cost of all structural repairs, roofing, HVAC systems, electrical systems, plumbing, exterior maintenance, and other building-system repairs that benefit the entire facility.
- b) **Grounds Maintenance.** The District shall maintain parking lots, athletic fields, landscaping, and grounds at a standard consistent with District-operated schools.
- c) **Safety Systems.** The District shall maintain fire suppression systems, emergency lighting, emergency communication systems, security systems, and other safety infrastructure.

- d) **Depreciation.** The District, as the owner, bears the cost of facility depreciation and shall plan for capital replacements through its budget process.

If at any time the Statute changes so that Schools of Hope receive capital funding when co-locating in a District owned facility and are required to remit such funding to the District, the Operator agrees to do so.

#### **7.4 Billing and Reimbursement Procedures**

- a) **Elective Services Request.** If the School of Hope requests an elective service (beyond the level at which the District provides such services to other schools in the facility or other facilities in the District), the School of Hope shall submit a written request specifying:
- Service to be provided
  - Scope and duration
  - Estimated cost
  - Frequency (one-time or recurring)
- b) **Cost Estimate.** The District shall provide a cost estimate within fifteen (15) business days of the request.
- c) **Agreement.** Before the service is provided, the parties shall execute a supplemental agreement specifying cost, payment schedule, and performance standards. On an annual basis, the difference, if any, between the amount collected and the actual amount incurred for expenses should be rectified in the preceding year.
- d) **Billing and Payment.** The District shall invoice the School of Hope as per district procedures. The School of Hope shall remit payment within thirty (30) days of invoice.
- e) **Dispute Resolution.** If the School of Hope disputes an invoice, the parties shall meet within ten (10) business days to discuss the discrepancy.

#### **7.5 Funding Remittance for Elected Services**

Pursuant to Rule 6A-1.0998271, Florida Administrative Code, if the Operator elects to receive any of the following services from the District, the Operator shall remit to the District the full amount of any state allocations specifically designated for such services, including any successor programs:

- School safety services, including funds distributed pursuant to the Florida Safe Schools Allocation; and
- Student transportation services, including funds distributed pursuant to the Student Transportation Allocation, or any successor programs providing funding for those purposes.

Remittance shall occur in accordance with District timelines and fiscal procedures.

## 7.6 Damage, Misuse, and Restoration Costs

The Operator shall be responsible for reimbursing the District for costs associated with damage to the District-owned facility attributable to the School of Hope's use beyond reasonable wear and tear, and for failure to restore spaces following approved portable, temporary, or non-structural improvements, as required under this Plan. The District may seek reimbursement for such costs pursuant to this Plan and applicable law.

---

---

# ARTICLE 8: COMMUNICATION PROTOCOLS AND ESCALATION PATHWAYS

## 8.1 General Communication Expectations

The District Principal and the Operator leader shall maintain open and professional communication regarding shared facility operations. Routine operational matters shall be addressed at the site level whenever practicable. Urgent matters involving health, safety, or facility integrity shall be communicated promptly through appropriate administrative channels.

## 8.2 Regular Communication

- a) **Weekly Principal Contact.** The District School Principal and School of Hope leader shall communicate at minimum weekly (in person or via phone/video) to discuss:
  - Shared space scheduling and conflicts
  - Student discipline and safety issues
  - Community feedback or complaints
- b) **Campus Coordination Team Meetings.** Formal Campus Coordination Team meetings shall occur monthly (as detailed in Article 2).
- c) **Transparency.** Both schools shall maintain an open-door policy for administrative discussions. Neither school shall address concerns about the other school through social media, parent communications, or community forums without first attempting direct resolution.

## 8.3 Escalation Pathways

If the authorized decision-makers described in paragraph 2.2(d) are unable to resolve an issue, the issue may be brought to the District and Operator Leadership. These leaders may meet to attempt a resolution.

Nothing in this Plan shall be construed to limit or waive the rights of either party to pursue dispute resolution as authorized by law. Pursuant to Rule 6A-1.0998271, F.A.C, disputes arising from this

Plan may be submitted to the State Board of Education for resolution through the appointment of a special magistrate, as provided by statute and applicable rule.

In the event of any litigation between the parties under this Plan, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Plan.

#### **8.4 Interim Operations.**

During the pendency of any dispute or escalation, both parties shall continue to operate in accordance with:

- This Plan;
- The Shared Facility Plan;
- The Performance-Based Agreement; and
- Applicable law.

For immediate operational decisions in the case of emergency affecting safety, security, or building systems, the District Principal may implement an interim directive that does not officially amend the Shared Facility Plan or this Mutual Management Plan, pending escalation. The School of Hope leader agrees to follow the interim directive, while pending escalation review results. Absent an immediate safety concern or legal requirement, neither party shall unilaterally alter established operational practices related to shared facility use while a dispute is under review.

#### **8.5 Documentation**

- a) All escalations, meetings, and attempts at resolution shall be documented in writing.
- b) Documentation shall include date, participants, issues discussed, positions of each party, and any agreements reached.
- c) Documentation shall be retained by both parties.

---

---

## **ARTICLE 9: MONITORING, ACCOUNTABILITY, SPONSORSHIP**

### **9.1 General Expectation**

The parties acknowledge and agree that the governance and decision-making structures established in this Article are intended to:

- Facilitate effective coordination between the District and the Operator in a shared facility environment;

- Preserve authority expressly reserved by law to the District School Board and the Superintendent;
- Enable efficient resolution of routine, day-to-day operational matters through site-level coordination mechanisms, including the CCT, as applicable; and
- Avoid duplication, conflict, or implied delegation of authority.

Nothing in this Article shall be construed to create joint governance of the School of Hope, to confer upon the Operator authority over District operations, or to bind either party beyond that expressly provided in this Plan or required by law.

## **9.2 School Calendar**

The Operator shall annually provide the District with the School of Hope’s school calendar, including instructional days, non-instructional days, holidays, and scheduled school closure periods, in accordance with the District's established timelines for planning and coordination.

The school calendar shall be used by the District to:

- Support planning for facility operations, maintenance, and security;
- Identify periods of concurrent and non-concurrent use of the District-owned facility; and
- Distinguish between regular school operations and after-hours use.

Nothing in this section shall be construed to grant the District authority to approve or deny the School of Hope’s instructional calendar, except as expressly required by law.

## **9.3 Hours of Operation**

The Operator shall provide the District with the School of Hope’s daily hours of operation, including:

- Bell Schedule and Instructional Minutes form (District FM-6595)
- Student arrival and dismissal windows; and
- Staff duty hours as they relate to facility access.

The parties shall coordinate to support orderly facility access, shared-use considerations, and compliance with applicable safety and security requirements.

---



---

# **ARTICLE 10: TERM, AMENDMENT AND EFFECTIVE DATE**

## **10.1 Effectivity**

This Mutual Management Plan (“Plan”) shall become effective upon execution by authorized representatives of Miami-Dade County Public Schools (“District”) and the Hope Operator (“Operator”) and run for a term of one (1) year.

Notwithstanding execution, this Plan shall apply only upon the identification of a School of Hope operating in a District-owned facility pursuant to an executed Notice of Intent and Performance-Based Agreement in accordance with §1002.333, Florida Statutes. Absent a valid and effective Performance-Based Agreement, this Plan confers no right of facility access, use, or operation.

### **10.2 Annual Renewal**

- a) This Plan shall be renewed annually. The District and Operator shall meet by March 1 of each school year to review and renew or amend the Plan.
- b) Amendments shall be made in writing and signed by the Deputy Superintendent (or designee) and the Operator’s Executive Director (or designee).
- c) The renewed/amended Plan shall be agreed to and executed no later than sixty (60) calendar days before the expiration of the prior Plan.

### **10.3 Interim Amendments**

- a) If operational circumstances change significantly during the school year (change in staffing, facility crisis), either party may request an interim amendment.
- b) Interim amendments shall be addressed through the escalation pathway outlined in Article 8 and shall be documented in writing.

No amendment shall modify or supersede the Performance-Based Agreement, Shared Facility Plan, or any statutory or regulatory requirement unless expressly authorized by law or be effective unless executed in writing and incorporated into this Plan by reference. Operational coordination activities, site-level decisions, or recommendations made through the CCT do not constitute amendments to this Plan.

### **10.4 Changes to Regulatory Requirements**

Changes in applicable law, rule, or binding regulatory requirements that govern this Plan, including section 1002.333, F.S., and Rule 6A-1.0998271, F.A.C., may require amendment to this Plan, and the parties will work in good faith in such an instance.

---

---

## **ARTICLE 11: NETWORK, DATA SECURITY, AND FERPA COMPLIANCE**

- a) **Network Utilization.** The Hope Operator shall install and operate its own network infrastructure in the facility, at its own expense, including internet access points in

Dedicated Space and Shared Space. The Hope Operator will follow the standard practice at installing access points at designated entrances and dismissal areas to maximize connectivity for school operations. It agrees to install and operate its network in a manner designed to avoid potential interference and/or disruptions stemming from disparate systems operating within the same physical facility. SOH shall be solely responsible, at its own cost and expense, for the prompt investigation, mitigation, and resolution of any network interference, disruption, degradation, or service impact caused in whole or in part by SOH's equipment, materials, installation, configuration, or activities. All corrective actions, labor, materials, testing, and associated costs shall be borne exclusively by SOH and shall not result in any cost to the District. To protect its systems, the District retains exclusive control over all of the District's MDF/IDF rooms and facility pathways, strictly prohibiting the Operator from accessing or altering District infrastructure. The Hope Operator shall use and be responsible for maintaining their own MDF/IDF rooms and facility pathways.

- b) **Data Privacy and Network Security.** The Operator shall fund any and all costs associated with establishing, maintaining, and upgrading its own environment (including drilling, installing conduit, cabling and potential IT cabinets) and will not interfere with the District's network. Should there be any interference the Operator is responsible for addressing and resolving any issues that degrade or impact District operations or critical systems.
- c) **Data and System Integration.** The Operator shall implement and maintain all necessary technical and administrative controls to ensure that District students and staff are not able to access, connect to, or otherwise use the Operator's network, systems, or services, whether directly or indirectly, intentionally or unintentionally.

---

---

## **ARTICLE 12: COMPLIANCE RESPONSIBILITY, FINDINGS, AND COST OF CURE**

### **12.1 District Non-Liability for School of Hope Compliance Obligations**

Nothing in this Plan shall be construed to make the District responsible or liable for findings, citations, corrective actions, penalties, or compliance deficiencies arising from the School of Hope's failure to comply with applicable safety, security, welfare, reporting, or operational requirements that are the statutory or contractual responsibility of the Operator or the School of Hope.

### **12.2 School of Hope Compliance Responsibility**

The Operator shall be solely responsible for ensuring that the School of Hope complies with all applicable federal and state laws, rules, and regulatory requirements related to student safety, security, welfare, reporting, training, supervision, and operational practices. Nothing in this Plan shall be construed to transfer those compliance obligations to the District.

### **12.3 District Non-Liability for School of Hope Findings**

The District shall not be responsible or liable for any findings, citations, corrective actions, penalties, fines, or enforcement measures issued by any governmental authority, regulatory agency, accrediting body, or oversight entity that are attributable, in whole or in part, to the School of Hope's acts, omissions, policies, procedures, staffing, supervision, training, reporting, or operational decisions.

### **12.4 Corrective Action and Cost of Cure**

If any inspection, audit, assessment, investigation, or enforcement action results in findings attributable to the School of Hope, the Operator shall be solely responsible for:

- Developing and implementing any required corrective action plan;
- Timely curing the identified deficiency in accordance with applicable timelines; and
- Funding the full cost of such corrective action, including remediation, repairs, training, penalties, fines, or related expenses.
- The District shall have no obligation to fund, reimburse, or otherwise absorb costs associated with curing deficiencies attributable to the School of Hope.

### **12.5 District Findings Preserved**

Nothing in this Article shall be construed to limit or excuse the District from responsibility for findings that are directly attributable to the District's failure to meet an express obligation imposed on the District by statute, rule, the Performance-Based Agreement, the Shared Facility Plan, or this Plan.

### **12.6 Preservation of District Authority**

Nothing in this Article shall be interpreted to limit the District's authority to:

- Require corrective action where permitted by law;
- Impose access restrictions or operational conditions necessary to protect student safety; or
- Take other lawful actions within a District-owned facility to ensure compliance with applicable requirements.

---

---

## **ARTICLE 13: NOTICE**

### **13.1 Notice.**

Other than as set forth in this Plan, all notices required under this Plan, including notice of potential breach of this Plan that may be cause for termination or other legal action shall be provided in writing and sent via electronic mail, read receipt, and/or Certified mail (return receipt requested), directed to the other party at the addresses provided herein or such other address as either party may designate in writing from time to time:

Success Academy Charter Schools

Attn.: CEO

120 Wall Street, 6<sup>th</sup> Floor

New York, NY 10005

With a copy to:

Success Academy Charter Schools

Attn.: General Counsel

120 Wall Street, 6<sup>th</sup> Floor

New York, NY 10005

The School Board of Miami-Dade County, Florida

Attn: Superintendent

1450 NE 2nd Avenue, Suite 931

Miami, FL 33132-1308

For all email communications: [superintendent'soffice@dadeschools.net](mailto:superintendent'soffice@dadeschools.net)

And copies of all Notices to:

Charter School Compliance and Support

Attn.: Assistant Superintendent

1450 NE 2nd Avenue, Suite 802

Miami, FL 33132-1308

For all email communications: cscs@dadeschools.net

Clerk of the School Board

1450 NE 2nd Avenue, Suite 268B

Miami, FL 33132-1308

All other notices, approvals, consents or other communications authorized or required by this agreement shall be provided via electronic mail.

---

---

## **ARTICLE 14: DAMAGE AND DESTRUCTION**

Other than damage or destruction caused by Operator, in the event the Dedicated Space should be destroyed or so damaged by fire, windstorm or other casualty, in whole or in part, to the extent the Dedicated Space is rendered untenable or unfit for the purposes intended, the School Board shall, if available, provide a mutually agreed different District Facility that meets the statutory requirements for School of Hope space, or repair or replace the damaged/destroyed facilities, at the School Board's expense, and provide suitable compliant temporary space during the repair period. The parties acknowledge and agree that, as set forth in this Article, repair/replacement of the damaged/destroyed facilities by the School Board shall be strictly and exclusively limited to repair/replacement of those improvements necessary to render the facility capable of serving the District's public school students and staff in a traditional public school setting, and, unless the School Board so chooses, shall not include any construction, improvements or upgrades to the Dedicated Space that may have been completed by the Operator under this Plan. If the School Board opts to repair or replace the damaged/destroyed facilities, then the School Board shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the parties, which shall be determined based upon the scope and nature of the damages, coordination with FEMA or other governmental entities, cost of the necessary repairs and available funding for such repairs.

Any damage or destruction sustained to all or portions of the Dedicated Space or school site as a result of Operator's actions shall be repaired by Operator, at Operator's sole cost and expense, and Operator shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the

parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. In the alternative, and if agreed to in writing by the parties, the School Board shall repair the damage or destruction, and Operator covenants and agrees that it shall reimburse the School Board for the cost to repair the damaged/destroyed facilities within thirty (30) days of receipt from the School Board of an invoice for same.

---

---

## **ARTICLE 15: HAZARDOUS MATERIALS**

For purposes of this Plan, the term “Hazardous Substances” shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term “Environmental Law” shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Host Campus or elsewhere on the District-owned Land, or arising from Operator’s use or occupancy of the Dedicated Space, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Dedicated Space. The term “Hazardous Substances Discharge” shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Dedicated Space (unless caused solely by District), or that arises at any time from Operator’s use or occupancy of the Dedicated Space.

Operator shall not cause or permit to occur: (a) any violation of any Environmental Law in the Dedicated Space, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Dedicated Space, or the transportation to or from the Dedicated Space of any Hazardous Substance (other than as may be utilized in science labs).

Operator shall, at Operator’s expense, comply with all applicable Environmental Laws with respect to the Dedicated Space. Operator shall, at Operator’s own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Dedicated Space during the term of this Plan. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by Operator with respect to the Dedicated Space, then Operator shall, at Operator’s own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. Operator shall promptly notify District of any notices or

communications received from any jurisdictional entity in relation to any environmental issues on the Dedicated Space, and shall promptly provide District with all information reasonably requested by District regarding Operator's use, generation, storage, transportation or disposal of Hazardous Substances in or at the Dedicated Space.

The parties acknowledge and agree that, notwithstanding any other provisions of this Plan, and as a condition precedent to entering into this Plan, in the event Operator intends to install or retain a diesel, propane or other fuel specific emergency stand-by generator ("Generator") and fuel tank at the Dedicated Space, the following shall govern. If Operator is intending to continue use of an existing Generator and/or fuel tank, Operator shall provide signed and sealed certification from a qualified licensed architect or engineer, in a form reasonably acceptable to District or its designee, attesting to the code-compliant nature of the Generator and fuel tank to be retained and used under this Plan. If Operator intends to upgrade/replace the existing Generator and/or fuel tank, Operator shall provide detailed specifications and data to District for review and approval by its Department of Safety, including confirmation of compliance with any and all laws, rules and regulations, as well as District criteria, which approval is a precondition to Operator modifying or replacing same. In the same fashion, if a Generator is not currently installed at the Dedicated Space, and Operator intends to install a new Generator and/or fuel tank, regardless of the type of fuel supply, Operator shall provide detailed specifications and data to District for review and approval by its Department of Safety, including confirmation of compliance with any and all laws, rules and regulations, as well as District criteria, which approval is a precondition to Operator installing same. Operator further covenants and agrees: 1) Operator shall at all times maintain compliance with all Federal, State and local environmental regulations pertaining to the Generator, fuel tank or related infrastructure; 2) any change related to the presence or operation of the Generator, fuel tank or related infrastructure (i.e. issuance or modification of any and all required regulatory permits) shall be communicated to District within seven (7) calendar days of such change; 3) any notice of violation issued by a regulatory agency shall be communicated to District within seven (7) calendar days of such issuance; 4) any discharge or spillage of fuel, regardless of fuel type, shall be communicated to District within three (3) calendar days of such discharge; 5) Operator shall provide District with a 'Spill Prevention and Countermeasures Plan' within thirty (30) days of the commencement Date, for District's review and approval, which approval shall not be unreasonably withheld. Thereafter, Operator shall maintain the Spill Prevention and Countermeasures Plan in a current status and available for review by District, at District's request; and 6) Operator shall be strictly liable and hold the District harmless for any losses or claims that may arise related to its use of the Generator, fuel tank or related infrastructure, including without limitation the cost of remediation of the Dedicated Space, and any other adjacent properties which may be owned by the District or third parties.

Operator shall indemnify District against any Hazardous Substances Discharge demonstrated to have been caused by Operator. The obligations and liability of Operator under this paragraph shall survive the expiration or termination of this Plan.

---

---

## **ARTICLE 16: BREACH, CURE, AND TERMINATION**

### **16.1 Breach and Cure.**

Each Party shall notify the other in writing of any alleged failure to comply with this Plan and provide a reasonable opportunity to cure such failure. The allegedly defaulting Party shall use reasonable, good faith efforts to promptly cure the alleged breach or respond in writing explaining why the allegation is not correct. Nothing in this Section shall be construed to limit either Party's right to pursue dispute resolution as authorized by law.

Notwithstanding the foregoing, the parties acknowledge and agree that any material breach of this Agreement by Operator relating to one of the failures (i)-(v) set forth below beyond the Cure Period (defined below) may result in the cancellation of this Plan only if and to the extent ordered by the magistrate pursuant to the dispute resolution process afforded under Rule 6A- 1.0998271, F.A.C. In the event of a failure relating to any of the following: (i) failure to comply with the Jessica Lunsford Act; (ii) failure to pay taxes or special assessments, if applicable; (iii) unauthorized assignment or sublet of the Dedicated Space; (iv) causing the tax-exempt status of any portion or all of the Dedicated Space to be rescinded or to be at risk of being rescinded; or (v) failure to comply with COVID-19 protocols or any other pandemic-related protocols, including any applicable emergency orders, the alleging Party may, upon written notice, and if such failure is not cured within five (5) business days of receipt of such notice ("Cure Period"), take such actions as are reasonably necessary to cure or mitigate such failure. The parties shall thereafter work in good faith to resolve any dispute regarding responsibility, including through the dispute resolution process authorized by law.

---

### **16.2 Termination Tied to Performance Based Agreement.**

This Plan is expressly contingent upon the continued validity and effectiveness of the Performance Based Agreement ("PBA") between the District and the Operator.

Accordingly, this Plan shall automatically terminate, without further action by either party, upon the occurrence of any of the following events: (i) non-renewal of the PBA; (ii) voluntary surrender of the PBA by the Operator; or (iii) revocation or termination of the PBA by the District or any other governmental authority having jurisdiction. Such termination shall be effective as of the same date the PBA expires, is surrendered, revoked, or otherwise terminates, as applicable.

Termination pursuant to this Section shall be without penalty to either party; provided, however, that each party shall remain responsible for any obligations accrued prior to the effective date of termination, unless otherwise expressly agreed in writing.

## **ARTICLE 17: INSURANCE**

The School of Hope and Operator shall, on or before the Effective Date of this Plan, provide the District with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

### **Workers' Compensation/Employer's Liability Insurance.**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

### **Commercial General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

School of Hope and Operator shall name the District as an additional insured on a form no more restrictive than the CG20 10.

### **Property Insurance covering Operator's contents within the Dedicated Space**

"The School Board of Miami-Dade County, Florida, and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the District on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the District on or before the Effective Date of this Plan, and shall remain in full force and effect during the term of this Plan, and Operator shall furnish the District evidence of renewals of such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

---

---

## **ARTICLE 18: INDEMNIFICATION AND HOLD HARMLESS**

Operator shall hold harmless and indemnify the District, its members, officers and employees, against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property to the extent caused solely by the performance of this Plan (including goods and services provided thereto) by or on behalf of Operator. These indemnity obligations shall not apply to the extent said claims arise out of, pertain to, or relate to the negligence of the Operator or Operator's agents, directors, officers, employees and independent contractors.

Notwithstanding the above or any other provision of this Plan, Operator agrees that, while operating under any emergency order or District Policy relating thereto, the Operator shall indemnify and hold harmless and defend the District, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits arising out of or in connection with Operator's compliance and/or implementation of the emergency order or District Policy relating thereto, or caused by Operator's negligent implementation of an operation plan.

Notwithstanding the above, Operator agrees, at its own expense, and upon written request by the District, to defend any suit, action or demand brought against the District on any claim or demand arising solely out of, resulting from or incidental to Operator's violation of this Plan. Further, Operator shall indemnify District against any successful claims bill imposed on the District to the extent caused by Operator's actions under this Plan and shall make payment under any such successful claim.

The provisions of this Section shall survive the expiration, or early termination or cancellation of this Plan.

Nothing in this Plan is intended to operate as a waiver of the District's sovereign immunity.

---

---

## **ARTICLE 19: FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS**

This Plan shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Operator understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Operator shall keep and maintain public records required by applicable law. Operator shall keep records to show its compliance with this Plan. Operator's contractors and subcontractors must make available, upon request of the District,

a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Operator or its assigns, contractors or subcontractors which are directly pertinent to this specific Plan for the purpose of making audit, examination, excerpts, and transcriptions.

The Operator shall incorporate this provision into every contract that it enters into relating to the Dedicated Space.

**IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PLAN, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**

---

---

## **ARTICLE 20: COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Operator shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, District Policies, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or District policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. The parties further agree that this Plan may be modified by the District in compliance therewith.

Operator shall be responsible for determining and securing, at its sole cost and expense, any and all Federal, State, County, Municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for Operator’s operations at the Dedicated Space, including any and all permits, fees or jurisdictional approvals related to its operations within the kitchen area, prior to the commencement date of this Plan. Any fines or citations levied upon the Operator or District by a Federal, State or local jurisdictional entity due to the use and operation of the Dedicated Space by the Operator or any of its employees, agents or contractors, shall be the responsibility of the Operator to expeditiously resolve, at its sole cost and expense. Compliance with all applicable laws, shall be at Operator’s full cost and expense.

**ARTICLE 21: EXECUTION**

This Plan is executed by the undersigned, effective on the date first written above.

**SCHOOL DISTRICT:** Miami-Dade County Public Schools

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title: Region Superintendent or Designee

**SCHOOL OF HOPE OPERATOR:** [Insert Operator Legal Name]

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title: Executive Director or Designee

\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A: OPERATOR ELECTION OF FACILITIES-RELATED SERVICES

This Appendix documents the Operator’s requests and elections for facilities-related services for the Plan Year identified in the Mutual Management Plan. Unless the Operator marks a service as declined below, the Operator requests that the District provide the listed services on all days the School of Hope is open, at parity with services provided to District-operated schools, consistent with applicable law and this Mutual Management Plan.

Consistent with Rule 6A-1.0998271(6)(c)(1)(e), F.A.C., and in lieu of billing based on incremental costs calculated pursuant to Rule 6A-1.0998271(6)(c)(1)(d), F.A.C., the District and the Operator agree to a fixed per-student amount as the operative billing mechanism for utilities and custodial, food-related, nursing, and other District services expressly provided under this Plan to which a state remittance such as that of transportation and safety and security is not offered.

- a. **Per-Student Fixed Amount.** The Operator shall reimburse the District a fixed amount of \$700.00 per year per enrolled student. This amount reflects a fixed amount less than the estimated additional incremental costs calculated by the District pursuant to Rule 6A-1.0998271(6)(c)(1)(d), F.A.C. The per-student fixed amount shall be paid in two installments of \$350 per student, based on Total Unweighted FTE as reported for the applicable Florida Education Finance Program (FEFP) survey periods. The first installment shall be calculated based on Total Unweighted FTE reported for the initial FEFP survey period used for funding during the school year, and the second installment shall be calculated based on Total Unweighted FTE reported for the subsequent FEFP survey period. Each installment shall be payable within thirty (30) days following receipt of the corresponding FEFP funds by the Operator.
- b. **Annual Adjustment.** The per-student fixed amount shall be reviewed annually not later than sixty (60) calendar days prior to expiration of the annual term and may be adjusted by written amendment. Any adjusted fixed amount shall remain less than the District's then-current estimated incremental costs for the applicable service.

### Section A. Elected facilities-related services included in Per-Student Fixed Amount

Service	Operator election	Third Party provider		Notes
Custodial services for Dedicated and Shared Space used by the School of Hope	<input checked="" type="checkbox"/> Elected <input type="checkbox"/> Not elected			

Maintenance services and routine repairs for Dedicated and Shared Space used by the School of Hope	<input type="checkbox"/> Elected <input type="checkbox"/> Not elected			
Food service infrastructure access and related coordination	<input checked="" type="checkbox"/> Elected <input type="checkbox"/> Not elected			
School nursing services during the school day, subject to cooperative agreements with third party providers.	<input checked="" type="checkbox"/> Elected <input type="checkbox"/> Not elected			
Utilities	<input checked="" type="checkbox"/> Elected <input type="checkbox"/> Not elected			

**Section B. Facilities-related services requiring remittance of state allocations**

<b>Service</b>	<b>Operator election</b>	<b>Third Party provider</b>	<b>Remittance acknowledgement</b>
School safety services (District-provided school safety services on campus)	<input checked="" type="checkbox"/> Elected, including Shared Single Point of Entry and school safety officer provided by		

	MDCPS Police Department <input type="checkbox"/> Not elected		
Student transportation services (District-provided student transportation)	<input checked="" type="checkbox"/> Elected <input type="checkbox"/> Not elected		

**Section D. Remittance mechanics**

The District must provide the Hope Operator with an estimate of the anticipated Incremental Costs applicable to the services provided to the Hope Operator. Upon request by the Hope Operator, the District must provide the methodology and supporting documentation used to calculate the district’s actual, reasonable costs to provide such services to the Hope Operator. The Hope Operator and the district must agree on the additional Incremental Costs to be remitted to the school district by the Hope Operator, however, if the parties do not reach an agreement, the dispute shall be resolved pursuant to the dispute resolution provisions set forth in Rule 6A-1.0998271.

The district and Hope Operator, in lieu of the costs calculated above, may agree to a fixed amount per student. The fixed amount shall be less than the estimated costs calculated in the paragraph above.

If the Operator elects a service in Section B, the Operator shall remit to the District the full amount of any state allocations specifically designated for that service, including, without limitation, funds distributed under the Florida Safe Schools Allocation and the Student Transportation Allocation, or any successor program providing funding for those purposes. Remittance shall be made within thirty (30) calendar days of the Operator’s receipt of the applicable allocation or within thirty (30) calendar days of notice from the District identifying the allocation amount to be remitted, whichever occurs later.

**Section E. Confirmation for Plan Year**

Plan Year: \_\_\_\_\_

District representative (Region Superintendent or designee):

\_\_\_\_\_

Date: \_\_\_\_\_

Operator representative (Chief Executive/Executive Director or designee):

\_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX B: INCIDENT REPORT FORM**

Parties agree to use respective incident reporting forms.

---

---

## **APPENDIX C: WORK ORDER FORM**

Parties agree to use the District work order system.

---

---

## **APPENDIX D: M-DCPS Concierge Technical Support Services**

### **M-DCPS Concierge Technical Support Services**

#### **Operational Independence**

By choosing an independent network model, schools acknowledge that:

- M-DCPS will not provide troubleshooting, maintenance, monitoring, or support
- Independent networks will not be integrated with District systems
- Any impacts to M-DCPS operations caused by the independent network must be corrected at the school's expense

#### **Acknowledgement**

Schools electing to operate an independent network must formally acknowledge these responsibilities and agree to comply with all conditions outlined in this document as a prerequisite to implementation. Operator hereby acknowledges this.