SHARED FACILITY PLAN

School District: Miami-Dade County Public Schools

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

Host Campus: Westland Hialeah Senior High School

4000 W 18th Ave, Hialeah, FL 33012

Effective Date: April 22, 2026

Renewal/Amendment Deadline: February 21, 2027

Legal Authority: section 1002.333, Florida Statutes; Rule 6A-1.0998271(6)(b), Florida Administrative Code.

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SECTION 1: DEFINED TERMS AND SCOPE

1.1 Purpose

This Shared Facility Plan (the "Plan") is prepared and issued by Miami-Dade County Public Schools for use with the School of Hope operator identified above pursuant to section 1002.333, Florida Statutes ("F.S."), and Rule 6A-1.0998271(6)(b), Florida Administrative Code ("F.A.C.").

The Plan documents the allocation and shared use of space at the Host Campus for co-location purposes and shall be reviewed and renewed annually. The Plan is subject to applicable law as amended from time to time; accordingly, the Parties may revise the Plan as necessary to reflect changes in law or rule and to maintain compliance.

Purpose: To set forth (i) Dedicated Space assigned for the School of Hope, (ii) Shared Space rules and proportionate access, and (iii) baseline site-level coordination parameters. Detailed

day-to-day procedures are addressed in the Mutual Management Plan required by Rule 6A-1.0998271(6)(c) F.A.C.

Related Documents: (i) Mutual Management Plan (Rule 6A-1.0998271(6)(c) F.A.C.); and any other required documents that may be specific to the District School. This Plan does not create a lease, tenancy, or property interest.

1.2 Defined Terms

"Actual Student Enrollment" means the number of students enrolled at the end of the "No-show period", October Survey 2 FTE Date Certain, and February Survey 3 FTE Date Certain.

"Business Day" shall mean Monday–Friday excluding legal holidays pursuant to s. 683.01.

"Classroom Station Capacity" means the number of seats/stations associated with individual classrooms.

"Date Certain" is defined as the Friday at the end of FTE week.

"Dedicated Space" means proportionate classroom, administrative, and storage space assigned to the School of Hope as specified in Exhibit A (and, in the case of space that is not set forth in a floor plan, agreed by the Parties subsequently).

"District" means Miami Dade County Public Schools, acting through its Superintendent or designee.

"FTE" means Full-Time Equivalent as defined by the state.

"Host Campus" or **"Facility"** means the entire educational facility identified above, including all structures, grounds, parking areas, and systems.

"Operator" means the Hope Operator entity identified above.

"Proportionate Access" means the proportionate allocation and scheduling principles required by Rule 6A-1.0998271(6)(b) F.A.C. for dedicated and common spaces.

"Projected SOH Enrollment" is defined in Rule 6A-1.0998271 F.A.C. as the number of students that a Hope Operator projects for enrollment at a School of Hope following the first five years of its operations in a particular facility.

"School of Hope" or **"SOH"** means the School of Hope operated by the Operator at the Host Campus.

"Shared Space" or **"Common Space"** means cafeteria, gymnasium, auditorium, library, athletic fields, parking, recreation areas, and other facilities used by both the District school(s) and the School of Hope as specified in Exhibit B.

"Total Campus Enrollment" means the combined total of Actual student enrollment for the SOH and District schools.

1.3 Legal Authority

This Shared Facility Plan is required by Florida Statute §1002.333 and Rule 6A-1.0998271(6)(b) F.A.C. and shall be finalized within thirty (30) calendar days after the choice of facility is final unless otherwise agreed to by both parties. Any renewal or amendment must be executed no later than sixty (60) calendar days before expiration of the annual term.

1.4 Scope

This Plan addresses (i) Dedicated Space assignments, (ii) Shared Space rules and proportionate access, and (iii) baseline coordination parameters necessary for safe and orderly co-location at the Host Campus. Detailed day-to-day procedures (including security coordination, custodial services, work orders, incident reporting, and committee governance) are addressed in the Mutual Management Plan.

1.5 Campus Coordination Team

The Campus Coordination Team ("CCT") shall coordinate routine day-to-day shared campus implementation issues as described in the Mutual Management Plan.

SECTION 2: SPACE ALLOCATION FRAMEWORK

2.1 Space Allocation(s)

(a) **Dedicated Space Allocation.** The District shall allocate classroom space to the School of Hope proportionately based on Projected SOH Enrollment and taking room size into consideration. The allocation is set forth in Exhibit A.

(b) **Shared Common Space Allocation:** The Parties shall schedule shared areas in an equitable and proportionate manner through the CCT and outlined in Exhibit C. Each Party will submit its anticipated recurring scheduling needs for the following school year by March 1 and the Parties shall meet within ten (10) business days thereafter to create a shared area schedule and resolve any scheduling conflicts. On an ongoing basis the CCT will meet promptly as requested by either Party to discuss shared use of Shared Spaces in the building in a manner that meets the proportionality based on Actual Student Enrollment and cognizant of the programmatic needs of both parties.

(c) **Contiguity Requirement.** Pursuant to Rule 6A-1.0998271(6)(b)(1)(b), all classroom space assigned to the School of Hope shall be allocated in a contiguous block. If contiguity requires the consolidation of the existing District school(s), it shall do so within ten (10) days of the end of the prior school year. The initial consolidation shall be based on Projected Annual SOH Enrollment. Notwithstanding the above, the District agrees that the Hope Operator will have access to the Dedicated Space beginning on June 15, 2026. The Parties agree to a phased approach to access, which must be included as an exhibit to this Agreement. During this period through the beginning of staffing for the 2027-28 school year, it may use the space for purposes such as performing renovation work subject to the parameters of the Mutual Management Plan and giving tours to prospective families and

other stakeholders. This will include the ability to bring in vendors to assist, provided that vendors must meet any district-wide requirements for safety and insurance.

(d) **Administrative Space Allocation.** The School of Hope shall receive administrative and office space on a proportionate basis consistent with Projected SOH Enrollment and taking room size into consideration, including designated areas for the principal's office, staff work areas, and records management.

(e) **Storage Space Allocation.** The School of Hope shall receive storage and equipment space on a proportionate basis consistent with Projected SOH Enrollment and taking room size into consideration. Specific locations are identified in Exhibit A and may be added after the date hereof (in the case of, for example, storage).

(f) **Temporary District Use of Unused Dedicated Classrooms:** The School of Hope may elect in its discretion to contribute the use of certain allocated classrooms that are not in use in a particular school year back to the District ("Temporary District Use"), This temporary designation does not constitute a permanent change to the Dedicated space allocation required by Rule 6A-1.0998271(6)(b). The District will return the identified room(s) to the Operator within the mutually agreed timeframe. Any permanent reassignment of rooms between the parties must be made by written amendment to Exhibit A executed in accordance with the amendment provisions delineated in Section 11 of this plan.

2.2 Dedicated Space Exhibits and Floor Plans

(a) **Exhibit A** attached to this Plan identifies all Dedicated Space allocated to the School of Hope, including:

- Classroom locations and capacity
- Administrative areas
- Storage and equipment areas
- Staff restrooms and break areas
- Any temporary/portable classrooms

In the event that a dedicated space or area within a dedicated contiguous space houses utilities or specific access such as roof access, HVAC, janitorial, etc. The area will be considered a district area, but not considered to be an interruption of a contiguous space.

(b) District shall maintain current floor plans and provide updated plans to the Operator at the Operator's request for any facility modifications affecting either party's space. Related details are in the Mutual Management Plan.

(c) The Operator may make non-structural, cosmetic improvements to Dedicated Space subject to the parameters of the Mutual Management Plan.

SECTION 3: SHARED COMMON SPACE

3.1 Proportionate Access to Common Space

(a) **Cafeteria.** All cafeteria space, including dining areas, food service areas, and outdoor eating spaces, shall be shared proportionately based on total campus Enrollment. Lunch scheduling shall be coordinated by the CCT to provide each school with proportionate and equitable access during traditional lunch hours.

(b) **Gymnasium and Physical Education Facilities.** Gymnasiums, fitness areas, and related spaces shall be shared proportionally and equitably. Annual scheduling shall provide each school with proportionate access to physical education classes, assemblies, and events.

(c) **Auditorium/Cafetorium/Multipurpose Room.** The auditorium, cafetorium or multipurpose room shall be scheduled proportionately and equitably, with each school able to reserve dates for assemblies and events coordinated through the CCT.

(d) **Athletic Fields and Recreation Areas.** All outdoor athletic fields, practice areas, parking lots, playgrounds, and recreation areas shall be accessible to both schools proportionately and equitably. Usage shall be coordinated by the CCT to avoid conflicts.

(e) **Library/Media Center.** Library and media center resources and space shall be shared proportionately and equitably. Details specific to grade-level configuration needs will be processed through the CCT.

(f) **Parking Areas.** All parking areas serving the facility shall be shared proportionately and equitably; student parking will be proportional only when grade configuration necessitates proportional distribution. Where parking is limited, a parking management plan shall be developed by the District and Operator through the CCT.

3.2 Scheduling Coordination.

Shared Space scheduling is reflected in **Exhibit C**. Routine Shared Space coordination will be facilitated through the Campus Coordination Team, consistent with this Plan and the Mutual Management Plan. The operational governance, procedures, and escalation for Shared Space coordination are addressed in the Mutual Management Plan. Nothing in this Plan grants either party unilateral authority to control shared space beyond its proportionate allocation.

SECTION 4: SEPARATE INGRESS, EGRESS, AND CAMPUS OPERATIONS

4.1 Entry and Exit Points

(a) **Single Point of Entry.** The District uses a designated primary monitored access point used for student, staff, and visitor entry during operating hours, consistent with District safety protocols. The Single Point of Entry is always manned by security during campus operational hours. The District is willing to implement a separate Single Point of Entry for the School of Hope as outlined in the Mutual Management Plan if elected by the Hope Operator.

(b) **Primary and Secondary Access.** If a shared Single Point of Entry for the facility is not elected by the Hope Operator in the Mutual Management Plan, the District and Operator shall designate separate entry/exit points for the School of Hope and District school(s). Parties shall establish clear directional traffic patterns to minimize congestion and ensure student safety through the CCT.

(c) **Accessibility.** Designated access points shall comply with all applicable ADA requirements. If a shared Single Point of Entry for the facility is not elected by the Hope Operator, and the Operator chooses a separate ingress that may require a capital improvement, the Operator will be responsible for the actual Incremental Costs of the capital improvement as governed by the Mutual Management Plan.

(d) **Traffic.** The District and Operator shall collaborate on traffic management protocols, directional signage, and time-staggered arrivals/dismissals to ensure safe operations as determined by the District through the CCT.

4.2 Arrival and Dismissal Coordination

(a) To reduce congestion and enhance overall safety, both parties will collaboratively develop and implement traffic-mitigation strategies as needed through the CCT. These strategies may include, but are not limited to:

    (a) Separate traffic circulation patterns, when feasible, to reduce conflict points between vehicles, buses, and pedestrians.

    (b) Promotion of alternative transportation options, such as walking, biking, carpooling, or the use of district transportation services.

    (c) Development and enforcement of a unified traffic management plan that outlines clear roles, responsibilities, signage needs, and traffic-flow procedures.

    Both parties agree to periodically review the effectiveness of these measures and make adjustments necessary to maintain safe and efficient traffic operations.

(b) **Dismissal Procedures.** Each school shall maintain its own dismissal procedures within its Dedicated Space and designated parking areas. Each party shall ensure that dismissal does not impede school operations.

(c) **Traffic Management.** The District and Operator shall jointly monitor traffic patterns and adjust procedures as needed to maintain safe, orderly operations. The CCT will collaborate to create a traffic management plan that shall be included in Exhibit D.

4.3 Signage

As of the date hereof, Hope Operator will have the right, at its sole cost, to install signage on the exterior of the Facility. Hope Operator will propose preferred signage locations, and the District will act reasonably and collaboratively in reviewing and finalizing such locations. If the District raises good-faith concerns regarding any proposed location, the parties will work together to identify mutually acceptable alternatives. If the District does not raise concerns within 30 days the request will be deemed to be approved. Hope Operator may install temporary "coming soon" or similar promotional signage following execution of this Agreement, which may remain in place until Hope Operator installs its permanent, standard-branded signage. Signage will not be installed in a manner that does material damage to the Facility, the Hope Operator will repair any material damage caused by installation or removal. Hope Operator's signage may match the size of the applicable District signage at the Facility. The District will reasonably cooperate with Hope Operator in obtaining any required permits or approvals for such signage if any third party consents are required. Hope Operator will also have the right to install signage in the interior of the Facility in its Dedicated Space without restriction and in Shared Common Space as reasonably requested. Hope Operator agrees to act reasonably to the extent there are any sensitive community honored pieces in the Dedicated Space. The operator agrees that all signage must comply with School Board Signage policy but will not be disadvantaged versus other signs.

SECTION 5: EXPANSION AND CONTRACTION TRIGGERS

5.1 Enrollment-Based Space Adjustments

(a) **Annual Enrollment Preliminary Certification.** By May 30th of each school year, the Operator shall provide estimated enrollment figures for the following school year to the District. This figure shall be used for planning use of Shared Space for the upcoming annual term.

(b) **Reconciliation Meeting.** The parties will meet as needed through the CCT to confirm any updates to Exhibits A–D for the upcoming school year. If the parties cannot agree, the escalation and resolution steps outlined in the Mutual Management Plan will be followed.

5.2 District or Operator Program Changes

(a) **Notice.** The District or Operator shall provide the other party with reasonable written notice of material programmatic changes (e.g., grade span shifts, significant program additions) that would reasonably affect the other party's use of its allocated space within the applicable parameters set forth in applicable regulations.

(b) **Coordination.** Upon notice, the parties will coordinate through the Mutual Management Plan process to support continuity of operations while preserving proportionate allocation to the extent practicable.

SECTION 6: CLEAR STATEMENTS OF OWNERSHIP, LICENSEE STATUS, AND OPERATIONAL AUTHORITY

6.1 District Ownership

(a) The District is the sole owner of the Host Campus, including all land, buildings, fixtures, and systems.

(b) The District retains all ownership rights, title, and control over the facility, and no provision of this Plan creates any ownership interest for the Operator.

(c) All improvements, alterations, or additions to the Host Campus that are not removable shall become the property of the District upon installation unless otherwise agreed to in writing.

6.2 Operator Licensee Status

(a) The Operator is a licensee, not a tenant or co-owner. This relationship is established pursuant to Florida Statute §1002.333 and is non-exclusive as to the Host Campus.

(b) The Operator's right to use Dedicated and Shared Space is conditional upon:

- Maintenance of a valid School of Hope Performance-Based Agreement and
- Fulfillment of performance obligations in the Performance-Based Agreement with the District.

(c) The Operator may not assign, sublicense, or transfer its license.

(d) This Plan does not create a lease, tenancy, or property interest protected by common law or statute outside of §1002.333 and Rule 6A-1.0998271.

6.3 District Operational Authority

(a) The District retains operational control and authority of the Host Campus, subject to the parameters of the Mutual Management Plan.

(b) District controls facility-wide systems and campus-wide life safety.

(c) The District shall exercise its authority in a manner that does not unreasonably interfere with the School of Hope's operation or rights as set forth herein and in the Mutual Management Plan, and that maintains parity in services as outlined in the Mutual Management Plan.

(d) The Operator shall not override District safety or security decisions applicable to Schools of Hope.

(e) All service providers, superintendents, and other relevant stakeholders will be notified that they are not permitted to disadvantage Operator versus other schools in the Facility, the Dedicated Space versus other District space or the Facilities versus other district buildings. Representatives from Operator will have input regarding the district-wide capital plan to the extent Dedicated Facilities may require capital improvements, equal access to consult with service providers (for example, custodial punch lists) and will participate in the administration of the facilities-based services described in depth in the Mutual Management Agreement with the District's representatives.

6.4 Operator Authority

(a) The Operator shall maintain exclusive operational and instructional control of its schools, including:

- Student discipline and classroom management;
- Instructional program and curriculum delivery;
- Staff assignments and performance;
- Internal administrative procedures; and
- Scheduling of School of Hope-only events and activities.

(b) In Shared Space, the Operator shall coordinate through the CCT consistent with this Plan and the Mutual Management Plan, and shall not unilaterally alter scheduling, access protocols, or use, absent written agreement consistent with the applicable exhibits.

SECTION 7: UTILITIES, MAINTENANCE, AND REPAIR RESPONSIBILITY

The District shall provide facility related services consistent with Rule 6A-1.0998271(6)(c), details are in the Mutual Management Plan.

SECTION 8: TECHNOLOGY, INFORMATION SYSTEMS, AND FOOD SERVICE

Technology systems, data security, and food service arrangements shall be governed by the Mutual Management Plan.

SECTION 9: ATHLETICS, ACTIVITIES, AND EXTRACURRICULAR PROGRAMS

9.1 Athletic Facilities and Programs

(a) **Shared Field/Facility Use.** Athletic fields, courts, and related facilities shall be shared proportionately as per the Mutual Management Plan. The CCT shall coordinate practices, games, and events to prevent conflicts. Regular school day activities will be prioritized over extracurricular activities but each party will act reasonably to accommodate both.

(b) **Home Field Designation.** Each school shall be assigned proportionate home-field access for regular-season games and major events. The Operator may host games and events at proportionate frequency.

(c) **Maintenance and Grounds.** The District shall maintain all athletic facilities in condition suitable for both schools' use, consistent with standard District maintenance practices.

(d) **Equipment Storage.** Each school shall be provided with proportionate equipment storage space in designated areas.

9.2 Extracurricular Activities and Events

(a) **Proportionate Access.** Student organizations, clubs, and activities at both schools shall have proportionate access to meeting spaces, including library, multipurpose areas, and designated club space.

(b) **Evening/Weekend Events.** Each school may schedule use of Shared Space for evening or weekend events (dances, competitions, etc.). Reservations shall be shared with fifteen (15) days' notice unless impracticable to do so and are subject to District facility use procedures, safety determinations, and staffing requirements. The operator may not enter into any agreement with an outside agency for the use of facilities without prior District approval; procedures are outlined in the Mutual Management Plan.

(c) The District agrees to notify all schools in a Facility of any other services or group access it plans to provide in the Facility to enable all stakeholders to plan accordingly and raise any concerns in advance. The District agrees that it will not make space available to community groups or other groups that are not schools located in the Facility in a manner that interferes with the use of Shared Space or Dedicated Space by the Hope Operator, provided, however, that this restriction shall not apply to space usage through the end of the 2027-28 school year under Facilities Use Agreements executed prior to April 1, 2026.

SECTION 10: PLAN DURATION AND TRANSITION

10.1 Termination Events

(a) **Automatic Termination.** This Plan shall terminate automatically upon:

- Expiration of the School of Hope Performance-Based Agreement
- Revocation or non-renewal of the School of Hope Performance-Based Agreement
- The District's lawful termination of the Performance-Based Agreement with the Operator

(b) **Charter-Authorized Termination.** Either party may request termination of this Plan as permitted under the Performance-Based Agreement or by mutual management plan.

This Plan is effective as of the Plan Effective Date and remains applicable while the Operator is lawfully authorized to operate the School of Hope at the Host Campus and while the applicable Performance-Based Agreement (and any required Department approvals) remain in effect, unless amended or superseded in writing. In the event of a statutory change in the law that affects a specific provision of this Plan, the statute revisions will prevail and the related sections of this Plan must be amended.

10.2 Transition Planning

Upon notice that the School of Hope will cease operations at the Host Campus and not relocate its students to a different facility, the parties will coordinate transition planning to minimize disruption to students and campus operations, consistent with the Performance-Based Agreement and applicable law.

(a) **Advance Notice.** Upon any notice of termination, the District shall promptly begin transition planning with the Operator to minimize disruption.

(b) **Student Placement Assistance.** The District shall cooperate with the Operator to help parents understand enrollment options and facilitate transfers to other schools if necessary.

(c) **Facility Restoration.** The Operator shall vacate Dedicated Space in good condition, subject to ordinary wear and tear. The Operator shall remove all personal property (furniture, equipment) owned by the Operator within thirty (30) days of termination.

(d) **Records and Data.** The Operator shall provide all student records, financial records, and other documents to the District to the extent required by, and in compliance with Florida Public Records Law and FERPA.

10.3 Reversion of Space and Property

(a) All facilities, improvements, and fixtures shall revert to District ownership upon termination.

(b) Equipment and furniture purchased with School of Hope funds shall become the property of the School of Hope unless permanently affixed to the facility (in which case it reverts to the District).

(c) Any modifications or alterations made to Dedicated Space at the Operator's expense shall be removed by the Operator, unless the District advises the Operator that such alterations are to remain. Other than those alterations that are to remain, the space shall be restored to its original condition.

Upon cessation of School of Hope operations at the Host Campus, all Dedicated Space reverts to the District. The Operator will remove Operator-owned movable property and return District-owned spaces in orderly condition, subject to reasonable coordination and scheduling by the District.

SECTION 11: ANNUAL REVIEW AND AMENDMENT OF SHARED FACILITY PLAN

11.1 Annual Review and Renewal

(a) This Plan shall be renewed annually. The District and Operator shall meet by March 1st of each school year to review the Plan's effectiveness and discuss any amendments.

(b) Amendments shall be made in writing and signed by the Region Superintendent (or designee) and the Operator's Senior Leader (or designee).

Any renewal or amendment must be executed no later than sixty (60) calendar days before expiration of the annual term, unless otherwise agreed by the parties in writing.

11.2 Triggers for Amendment

Changes in applicable law, rule, or binding regulatory requirements that govern this Plan, including section 1002.333, Florida Statutes, and Rule 6A-1.0998271, Florida Administrative Code, may make this plan null and void.

SECTION 12: DISPUTE RESOLUTION

Disputes arising under this Plan shall be escalated and resolved as specified in the Mutual Management Plan.

SECTION 13 Notice Provision

Other than as set forth in this Plan, all notices required under this Plan 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- Florida, Inc..

Attn.: Governing Board Chairperson

c/o SACS

120 Wall Street, 6th Floor, NY 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: mailto:superintendentsoffice@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.

SECTION 14: INSURANCE

The School of Hope 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.

SECTION 15: 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 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 out of, resulting from or incidental to Operator's performance under 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.

SECTION 16: 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.

SECTION 17: 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, 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 as necessary to the extent such applicable law is modified, 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 instances when Operator performs its own services rather than electing to receive services from the District, including any and all permits, fees or jurisdictional approvals related to its operations within the kitchen area. 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.

SECTION 18: INTELLECTUAL PROPERTY RIGHTS

Operator shall indemnify and hold harmless the District from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Plan. If Operator uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the Operator shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Plan.

SECTION 19: EXECUTION AND EFFECTIVE DATE

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

By: _____ Date: _____

Name: [Print Name]

Title: Superintendent or Designee

SCHOOL OF HOPE OPERATOR: Success Academy Charter Schools

By: _____ Date: _____

Name:

Title: Executive Director or Designee

EXHIBITS

The Exhibits to this Plan shall be prepared and updated by the Campus Coordination Team ("CCT") in coordination with the District and the Operator. These Exhibits are tentative until finalized in writing and may be revised as necessary through the amendment process set forth in Section 11. Finalized Exhibits shall be provided no later than thirty (30) calendar days prior to the opening of the School of Hope on the Host Campus, unless otherwise agreed in writing by the District and the Operator.

EXHIBIT A: DEDICATED SPACE ALLOCATION

[Insert detailed floor plan with specific classrooms, administrative spaces, storage areas, restrooms, and other spaces exclusively allocated to the School of Hope. Include room numbers, square footage if available, and capacity.]

SHARED FACILITY PLAN

School District: Miami-Dade County Public Schools

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

Host Campus: Westland Hialeah Senior High School

EXHIBIT A: DEDICATED SPACE ALLOCATION

1. Key to Attached Floor Plans.

Green Rooms
Phase 1 Classrooms (Available to Operator June 15, 2026)

Blue Rooms
Phase 2 Classrooms (Available to Operator June 15, 2028)

Yellow Rooms with Green Edges
Phase 1 Administrative Space (Available to Operator June 15, 2026)

Yellow Rooms with Blue Edges
Phase 2 Administrative Space (Available to Operator June 15, 2028)

Storage Space
To be identified by June 15, 2026 and added to this Exhibit

Bathrooms
To be identified by June 15, 2026 and added to this Exhibit

2. Options A and B

The Parties agree to proceed with Option A, which includes the installation of a stairwell to meet safety and code compliance for elementary school students placed above a first floor, as the designated allocation for classroom and administrative space ("Option A"), as reflected in the Option A floor plan attached, and the District shall support and expedite all permitting necessary to advance and implement Option A and provide or deny approval within ten (10) business days of receiving the Operator's architectural plans.

In parallel, by June 1, 2026, the District shall identify and present a fully defined alternative space allocation ("Option B") and shall support and expedite approvals and permitting for Option B. Option B must (i) provide compliant, proportionate, and contiguous classroom and administrative space, (with the understanding that there may be work required consistent with the requirements set forth in this Plan and the MMP); (ii) not impose additional costs on the Operator exceeding the greater of $250,000 or the cost of construction of the staircase set forth in Option A ("Staircase Project"), and (iii) be feasible and capable of timely implementation such that the Operator can open and operate by July 15, 2027.

If permits and approvals necessary to implement Option A are secured, then the Operator shall fund the Staircase Project and shall have the right to perform and manage the Staircase Project,

including design coordination, procurement, and oversight of contractors. The Operator shall pay all contractors working on the Staircase Project directly, and no funds will be submitted to the District for the Staircase Project. Participation in the Staircase Project shall not be deemed a waiver of, or limitation on, either Party's rights or obligations under applicable law.

The Parties shall continue to negotiate and seek to agree upon an alternative space allocation at Westland Hialeah Senor High School that satisfies applicable legal requirements and that would serve as the agreed-upon floor plan in the event that permits and approvals necessary to implement Option A are not secured.

If the Parties are unable to reach agreement on such an alternative space allocation, either Party may seek resolution through the magistrate process, and the Parties shall support such process proceeding on an expedited basis.

Option A

MIAMI-DADE COUNTY PUBLIC SCHOOLS
FLORIDA INVENTORY OF SCHOOL HOUSES

WESTLAND HIALEAH
SENIOR HIGH SCHOOL

THE SCHOOL BOARD OF MIAMI-DADE COUNTY

MS. PERLA TABARES HANTMAN, CHAIR
DR.STEVE GALLON III, VICE-CHAIR

DR. DOROTHY BENDROSS-MINDINGALL
MS. LUCIA BAEZ-GELLER
MS. CHRISTI FRAGA
MS. MARI TERE ROJAS
MS. LUBBY NAVARRO
DR. MARTA PEREZ
MS. LUISA SANTOS

SUPERINTENDENT OF SCHOOLS

DR. JOSE L. DOTRES

UPDATES
August 22, 2014
July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL
4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

DOE/OEF NO.
432

SHEET NO.
1 of 17

Option A

0 25' 50' 75' 100' 200'

GRAPHIC BARSCALE

AERIAL SITE PHOTO

N

SCALE: 1:100

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MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
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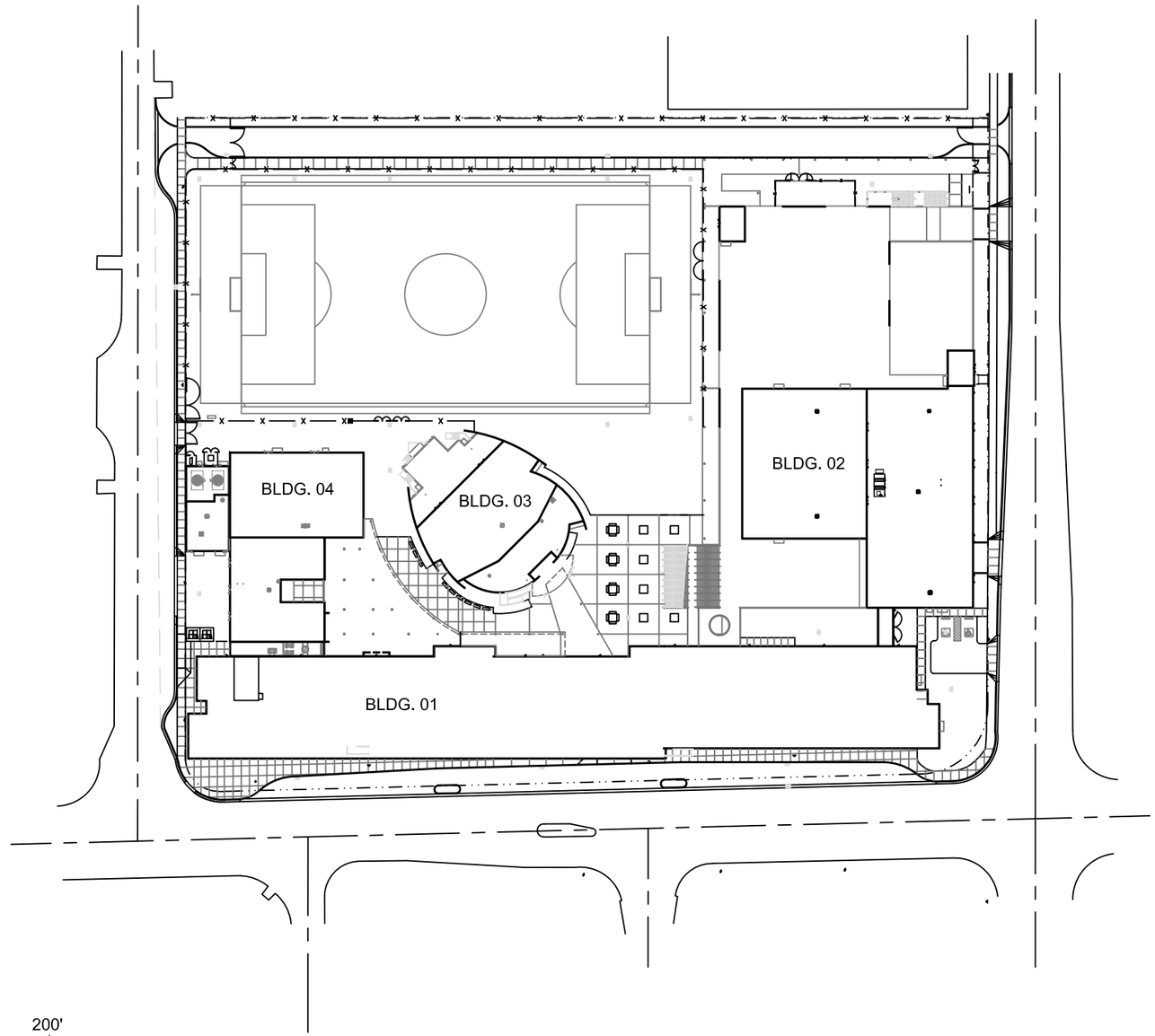
WESTLAND SENIOR HIGH SCHOOL
4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO. 7049

DOE/OEF NO. 432

SHEET NO. 2 of 17

Option A



0 25' 50' 75' 100' 200'

GRAPHIC BARSCALE

SITE PLAN

SCALE: 1:100

N

UPDATES

August 22, 2014

July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL

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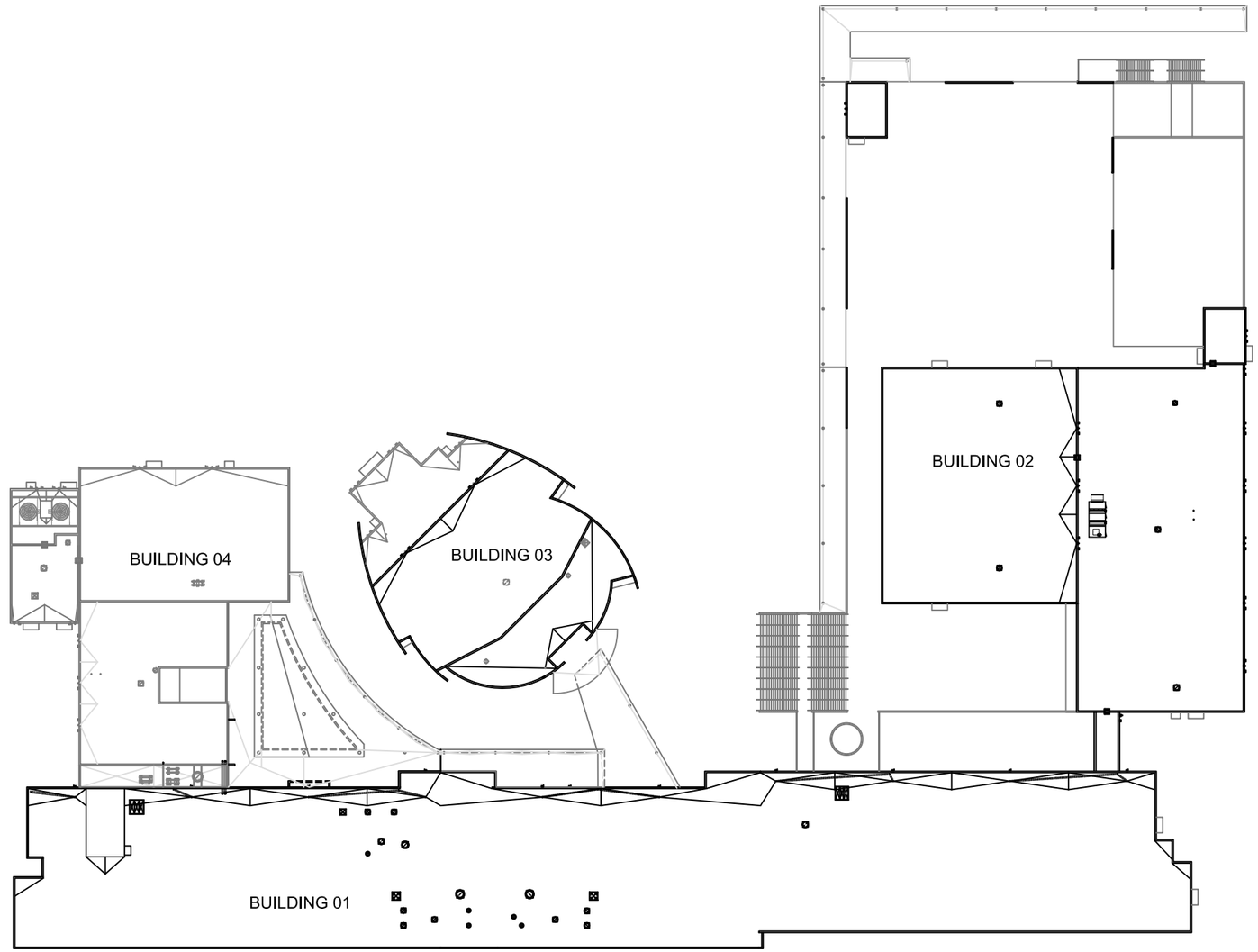
HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

DOE/OEF NO.
432

SHEET NO.
3 of 17

Option A



0 16' 32' 64' 128'

GRAPHIC BARSCALE

ROOF PLAN

SCALE: 1/64"=1'-0"

N

UPDATES

August 22, 2014

July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL

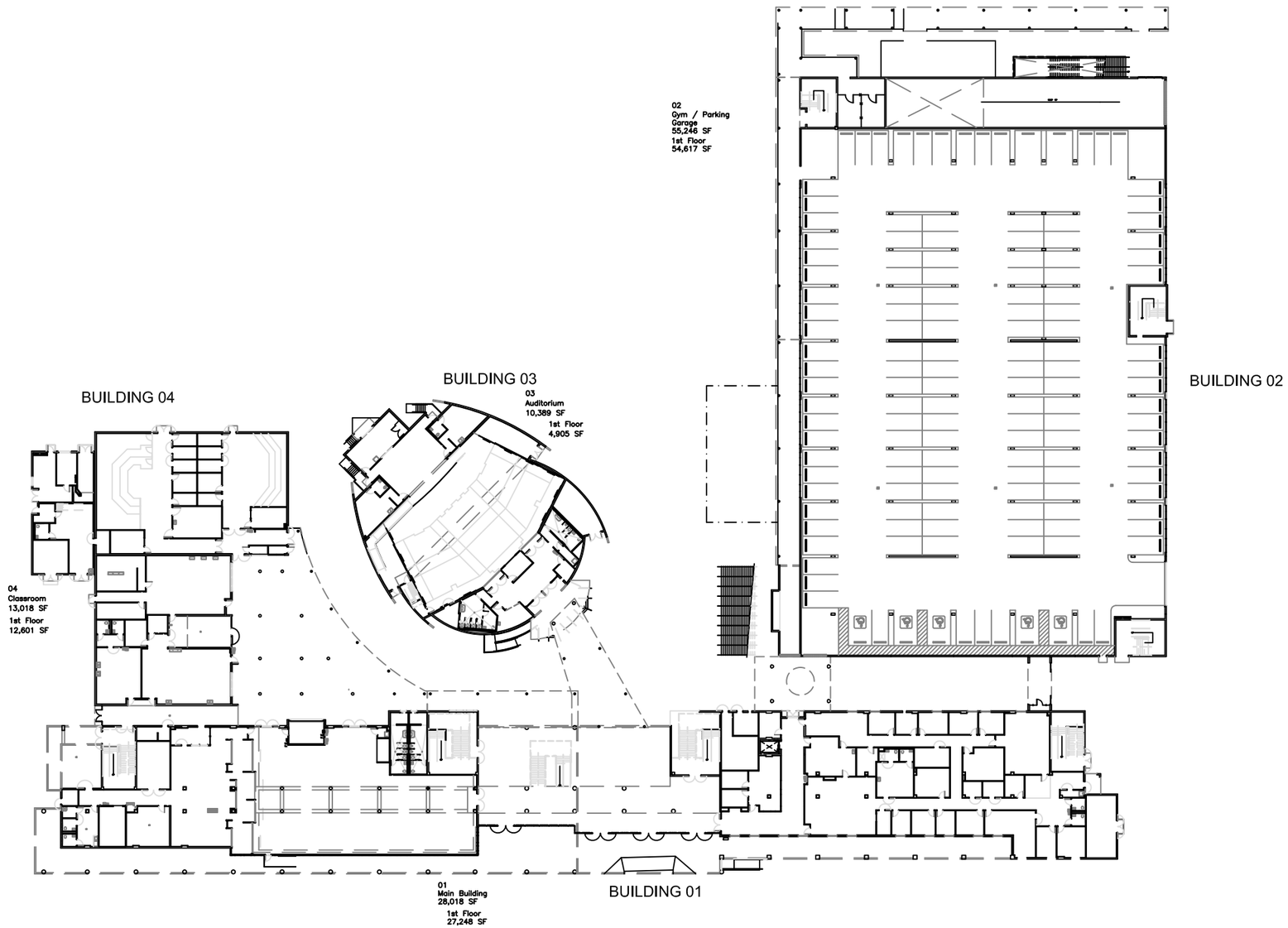
4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

DOE/OEF NO.
432

SHEET NO.

Option A



0 16' 32' 64' 128'

GRAPHIC BARSCALE

FIRST FLOOR PLAN

SCALE: 1/64"=1'-0"

N

UPDATES

August 22, 2014

July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL

4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

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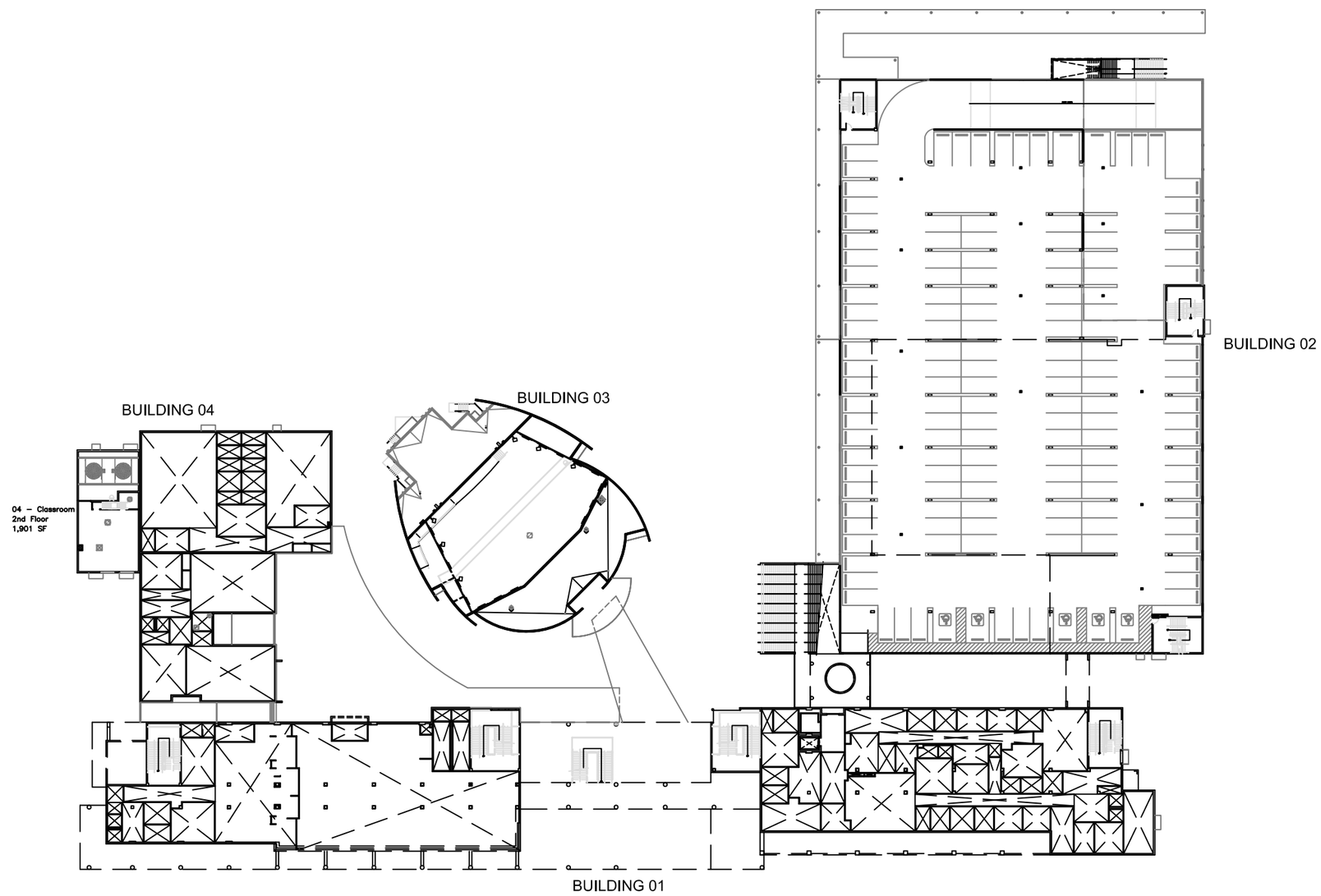
432

SHEET NO.
5 of 17

Option A



0 16' 32' 64' 128'

GRAPHIC BARSCALE

BLDG. 01 & 02 & 04 INTERMEDIATE FLOOR PLAN

N

SCALE: 1/64"=1'-0"

UPDATES
August 22, 2014
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MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
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WESTLAND SENIOR HIGH SCHOOL
4000 WEST 18 TH AVENUE
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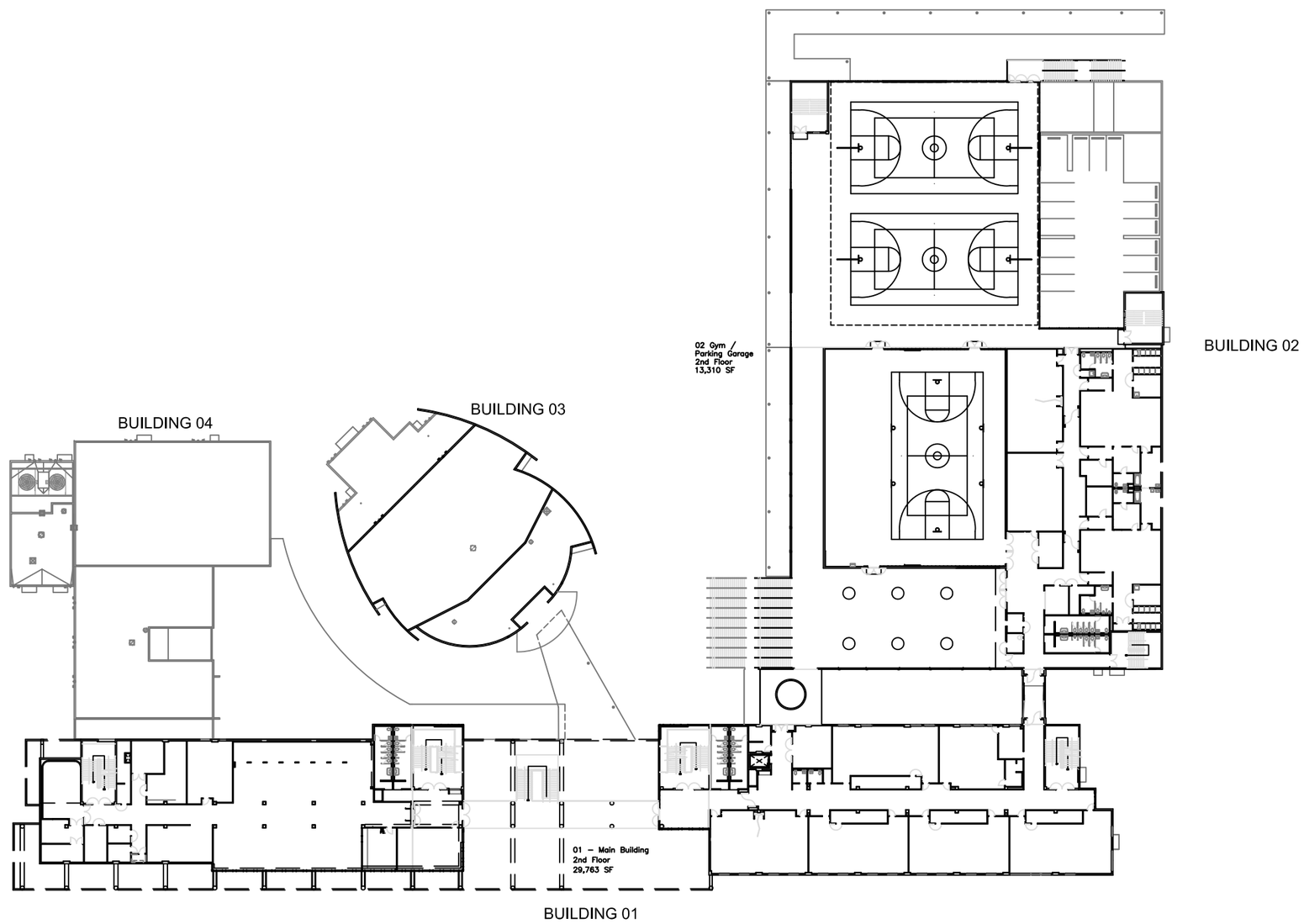
ADMIN. NO. 7049

DOE/OEF NO. 432

SHEET NO.

Option A



0 16' 32' 64' 128'

GRAPHIC BARSCALE

SECOND FLOOR PLAN

SCALE: 1/64"=1'-0"

N

UPDATES

August 22, 2014

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MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
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WESTLAND SENIOR HIGH SCHOOL

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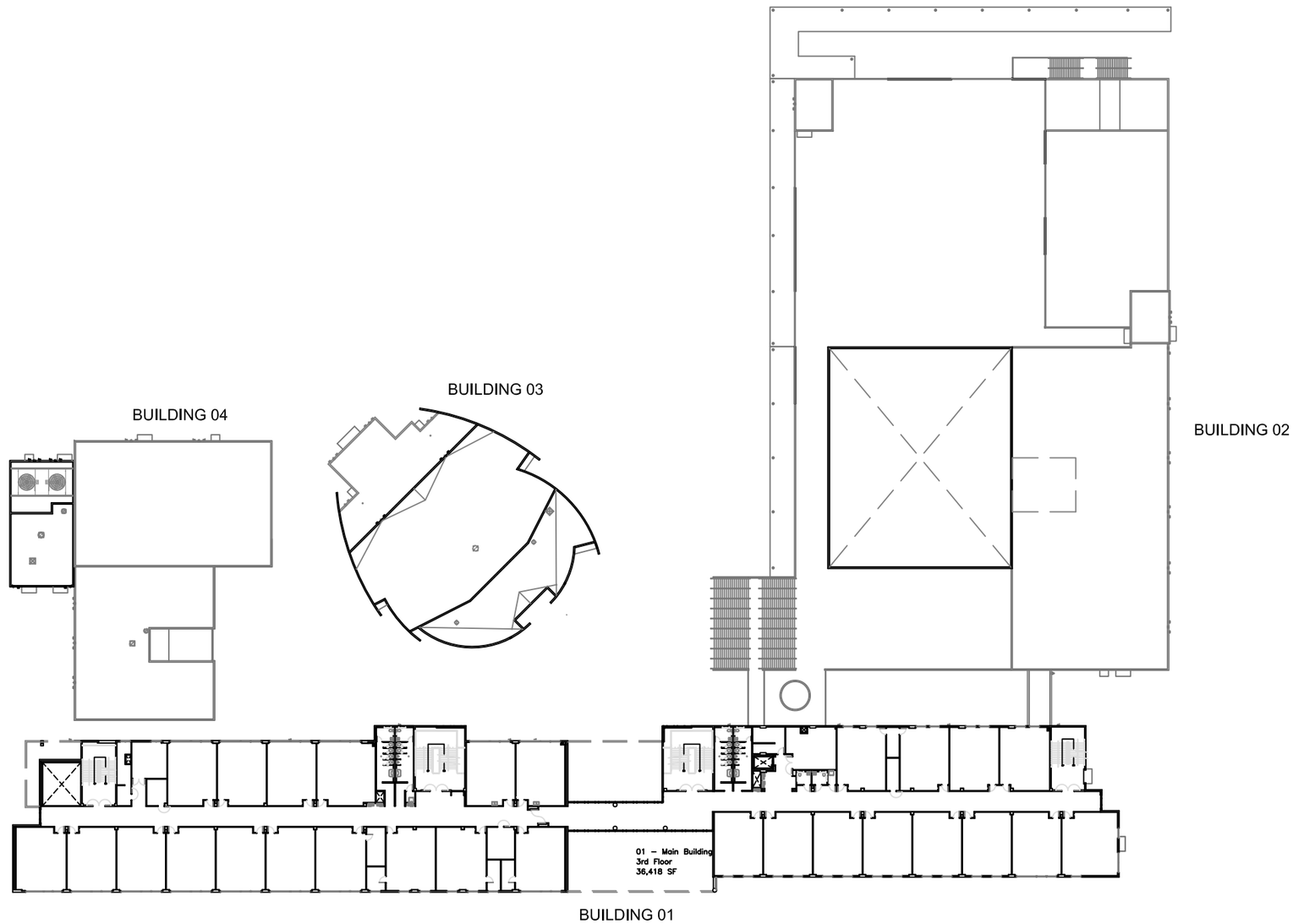
ADMIN. NO. 7049

DOE/OEF NO. 432

SHEET NO.

Option A



0 16' 32' 64' 128'

GRAPHIC BARSCALE

THIRD FLOOR PLAN

SCALE: 1/64"=1'-0"

N

UPDATES
August 22, 2014
July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

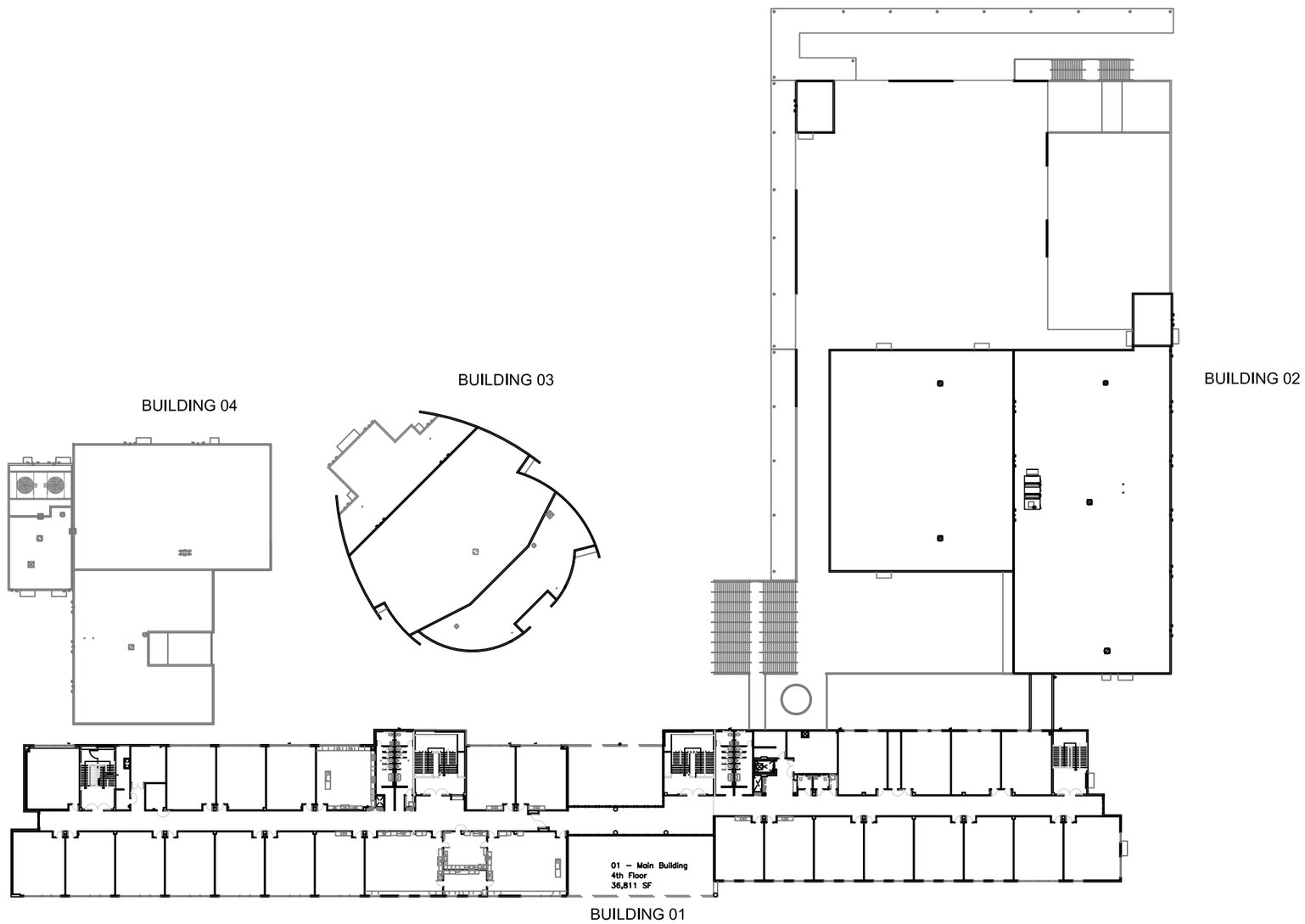
WESTLAND SENIOR HIGH SCHOOL
4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO. 7049

DOE/OEF NO. 432

SHEET NO. 8 of 17

Option A



0 16' 32' 64' 128'

GRAPHIC BARSCALE

FOURTH FLOOR PLAN

SCALE: 1/64"=1'-0"

N

UPDATES
August 22, 2014
July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
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WESTLAND SENIOR HIGH SCHOOL
4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO. 7049

DOE/OEF NO. 432

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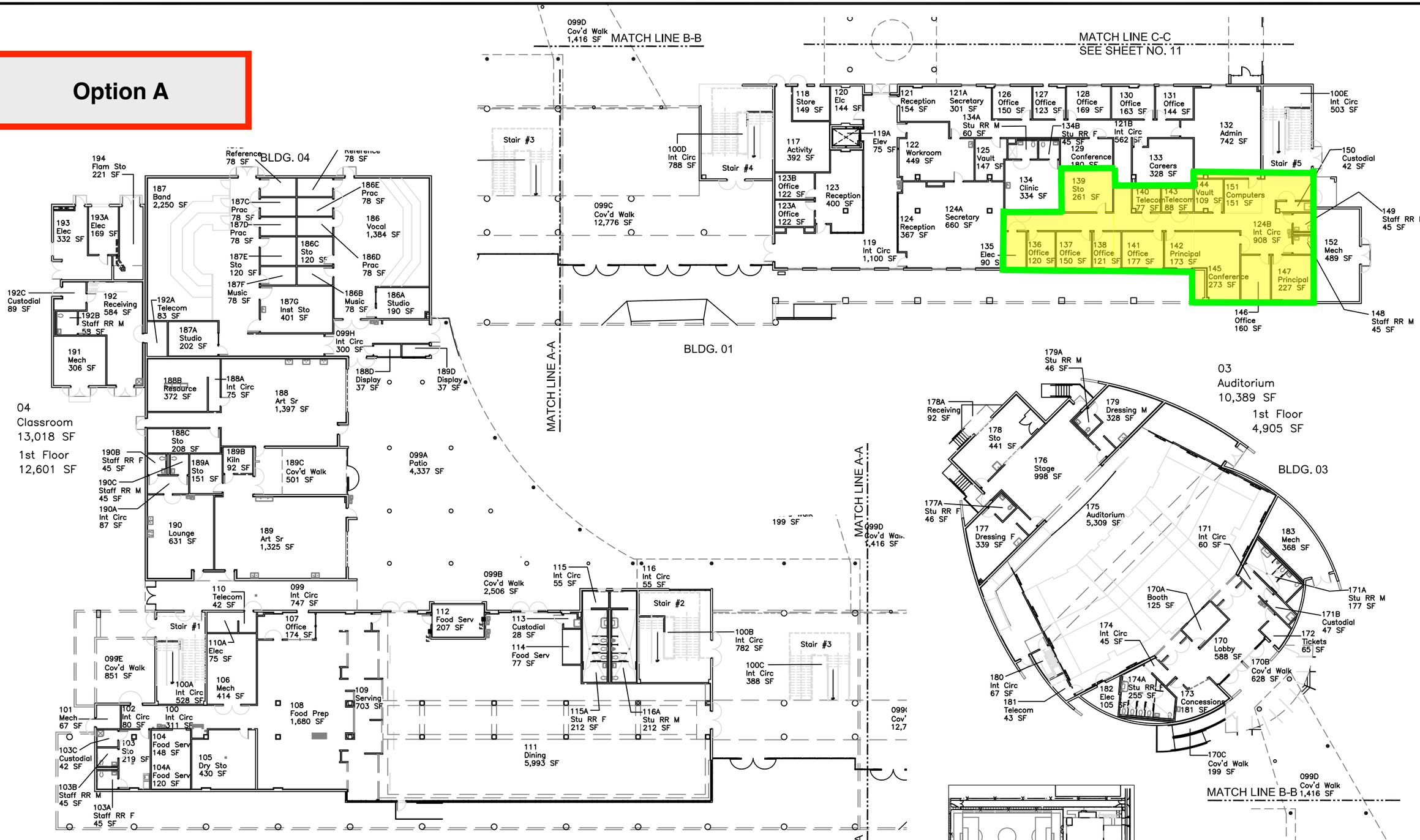
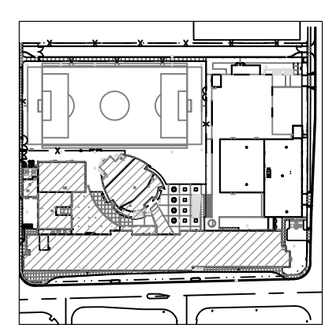
Option A



BLDG 01 03 & 04 FIRST FLOOR PLAN

SCALE: 1/32"=1'-0"



KEY PLAN

SCALE: NTS

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MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL
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HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

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432

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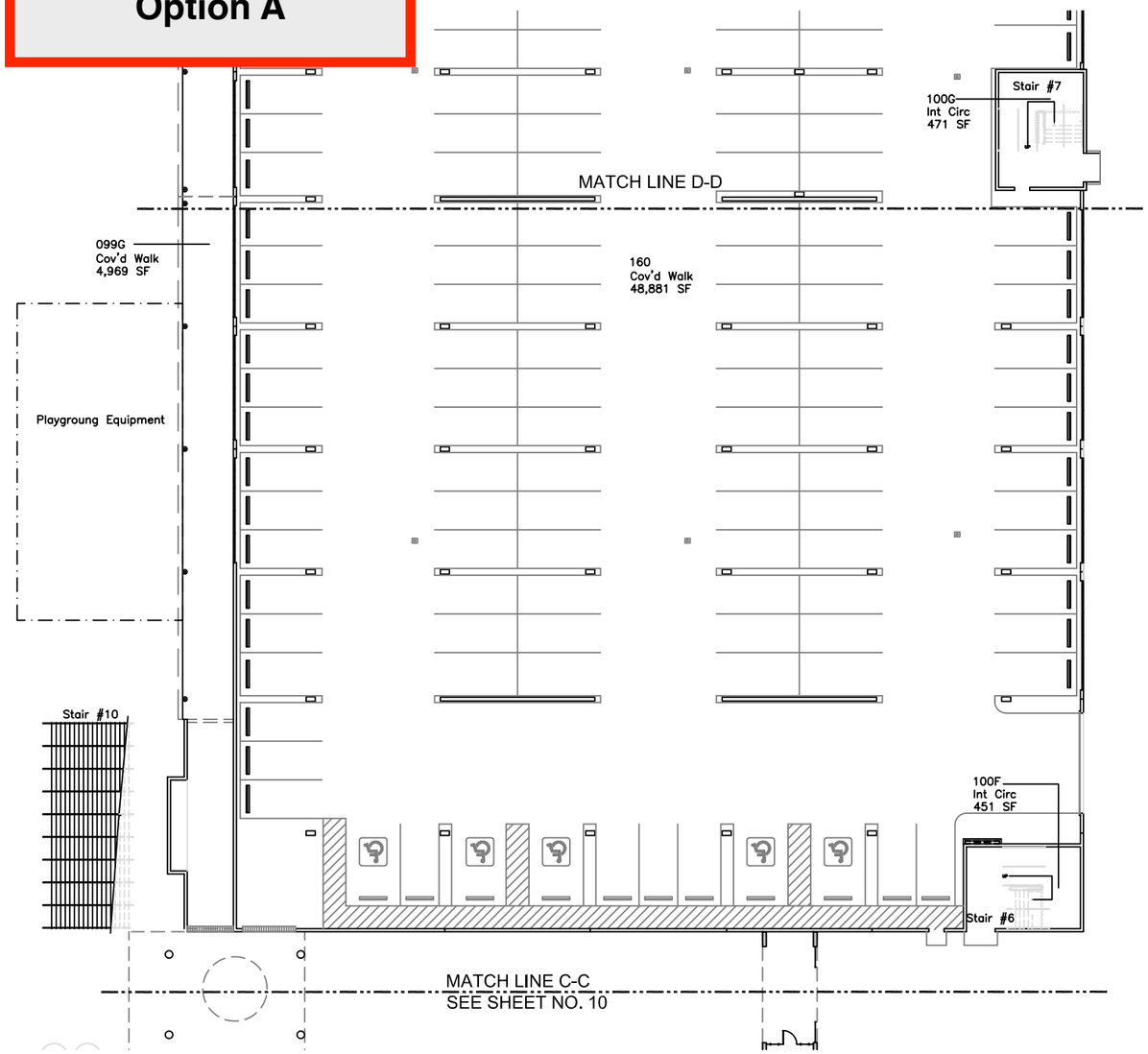
Option A



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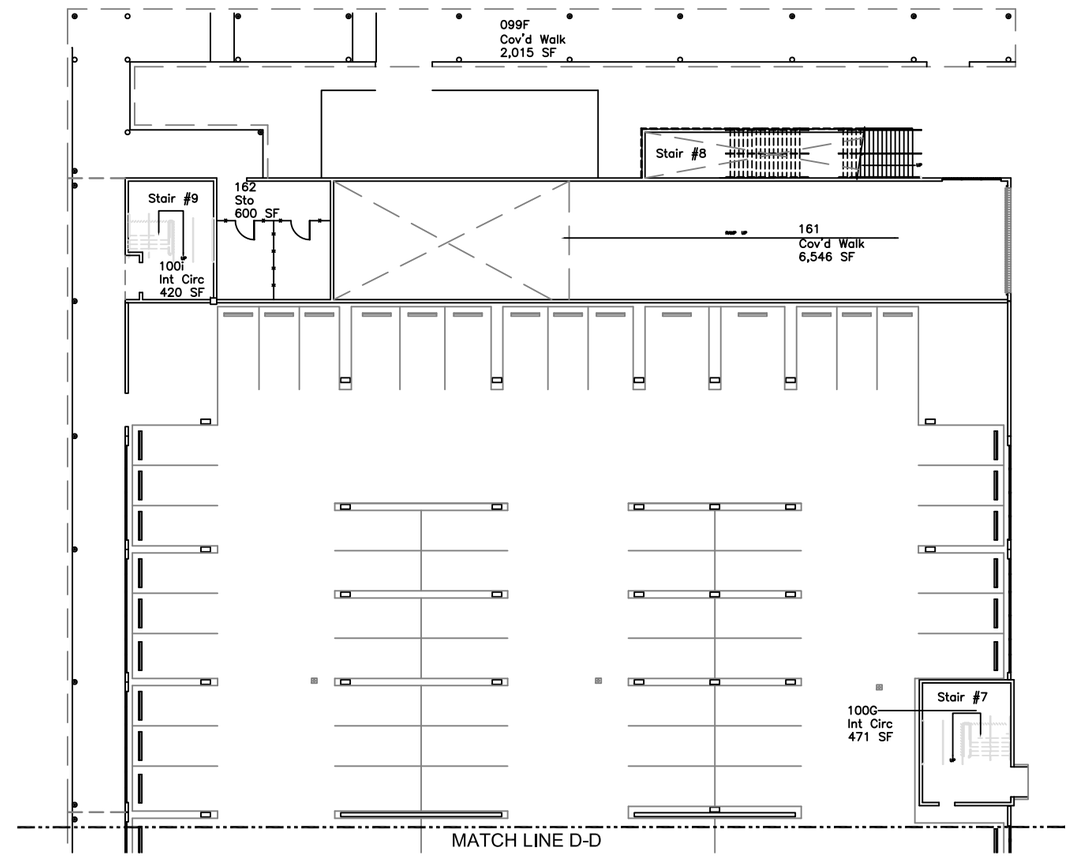


BLDG. 02

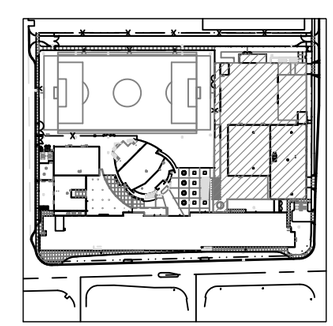
0 8' 16' 32' 64'

GRAPHIC BARSCALE

BLDG 02 FIRST FLOOR PLAN

SCALE: 1/32"=1'-0"

N



KEY PLAN

N

UPDATES

August 22, 2014

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MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL

4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

DOE/OEF NO.
432

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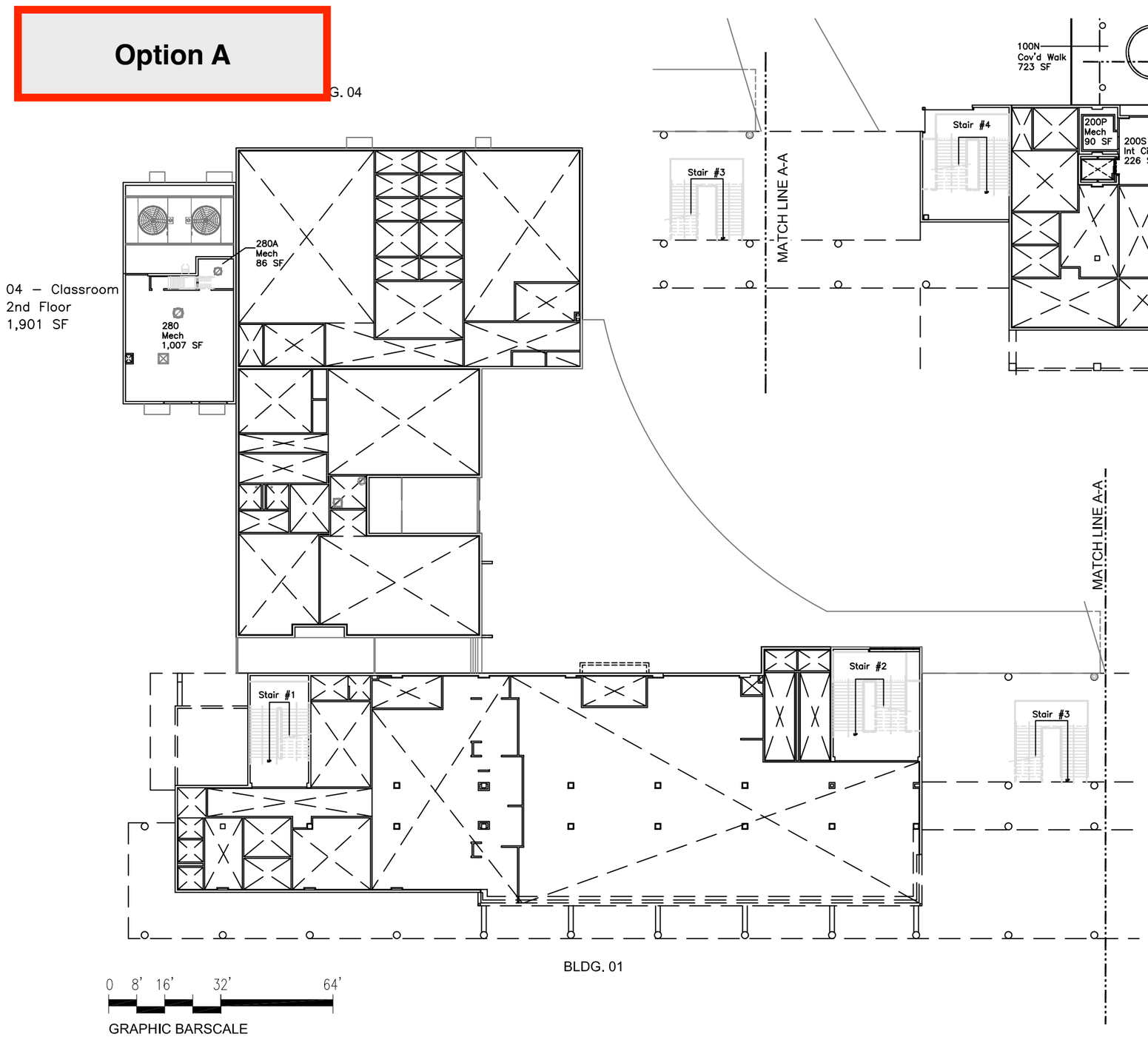
Option A



BLDG 01 & 04 INTERMEDIATE FLOOR PLAN

SCALE: 1/32"=1'-0"

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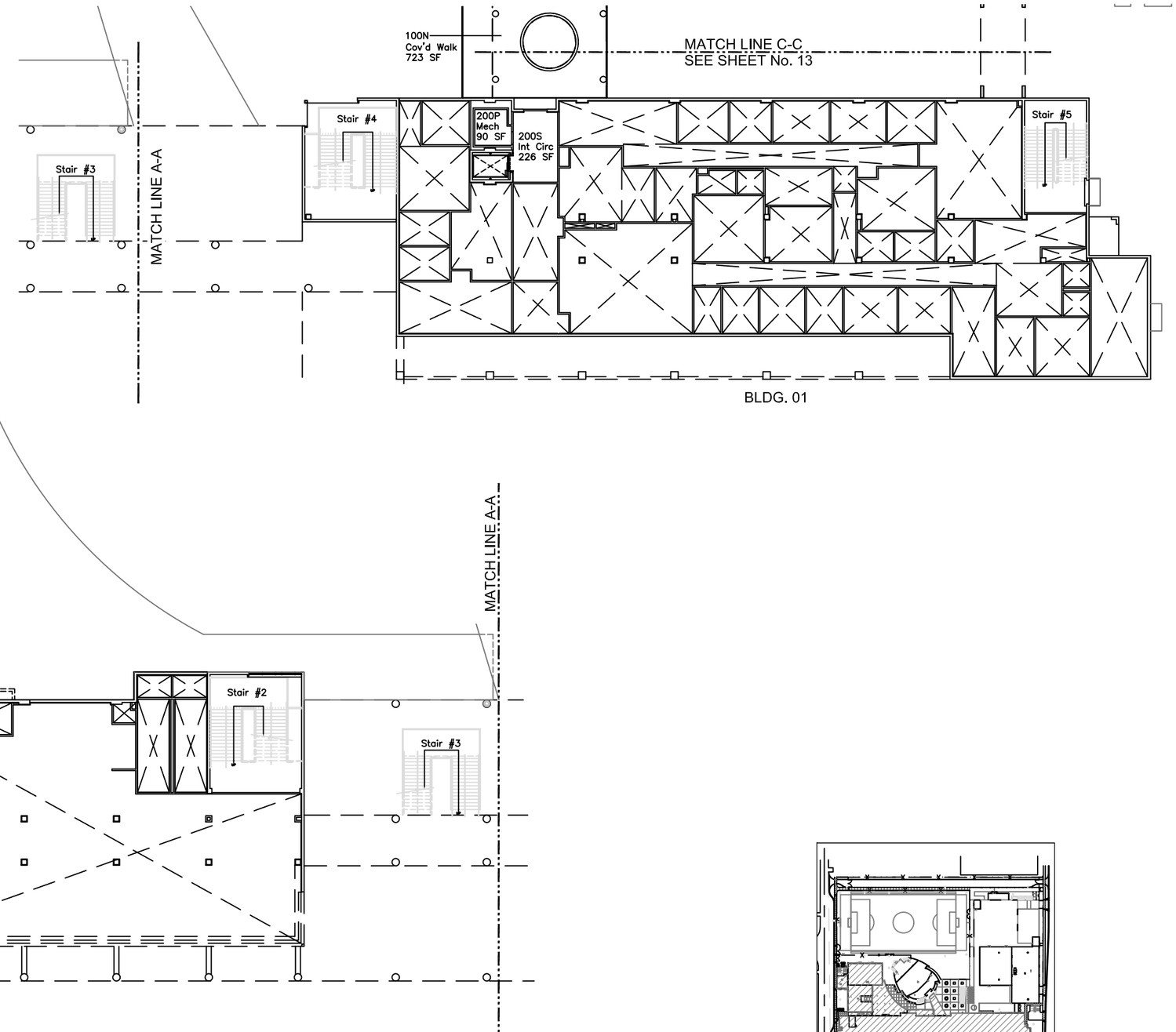

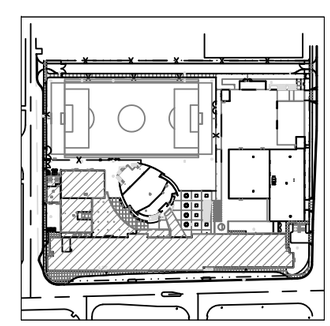

KEY PLAN

SCALE: NTS

N

UPDATES

August 22, 2014

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MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

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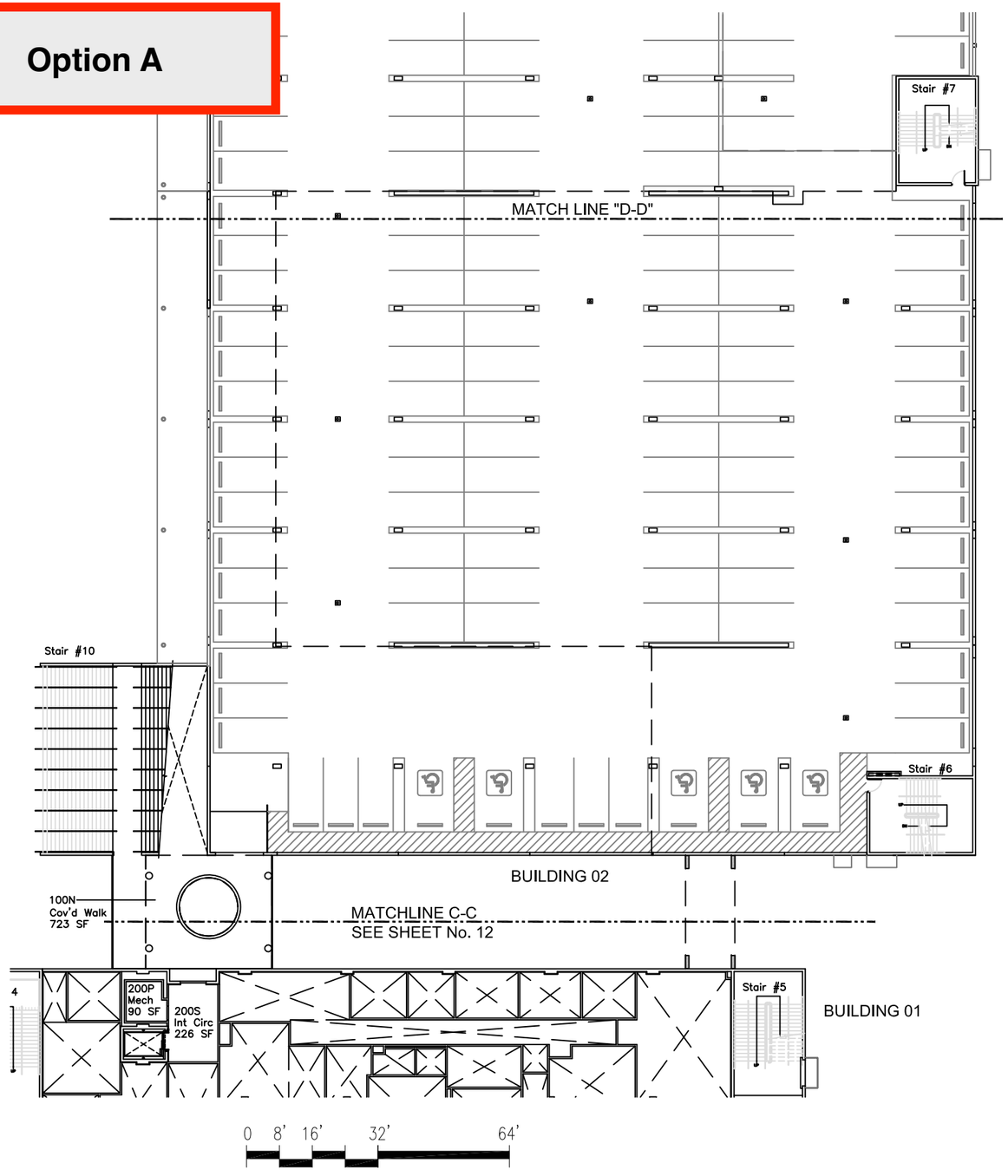
ADMIN. NO.
7049

DOE/OEF NO.
432

SHEET NO.
12 of 17

Option A



BLDG 01 & 02 INTERMEDIATE FLOOR PLAN

SCALE: 1/32"=1'-0"

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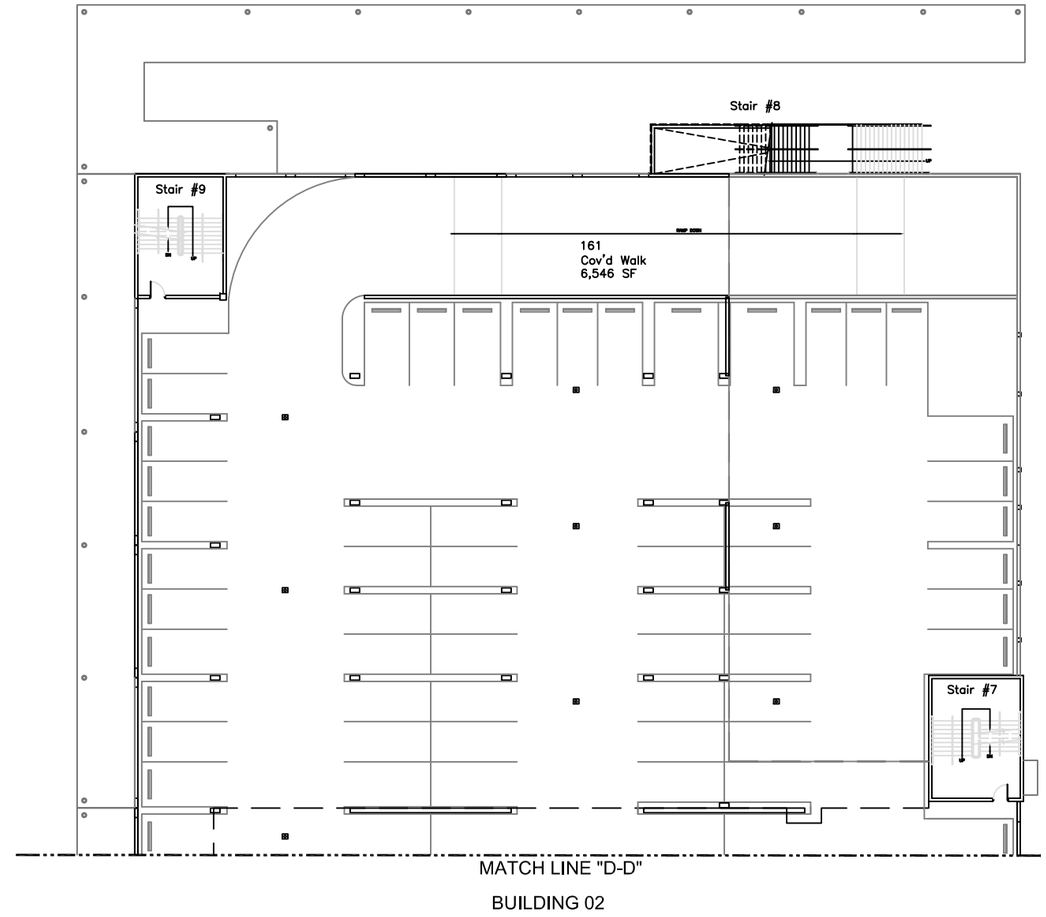

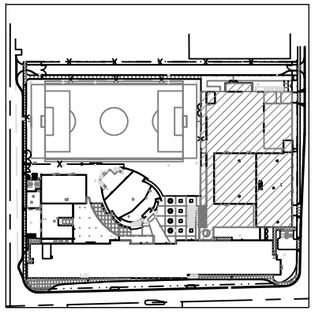

KEY PLAN

SCALE: NTS

N

UPDATES
August 22, 2014
July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL
4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO. 7049

DOE/OEF NO. 432

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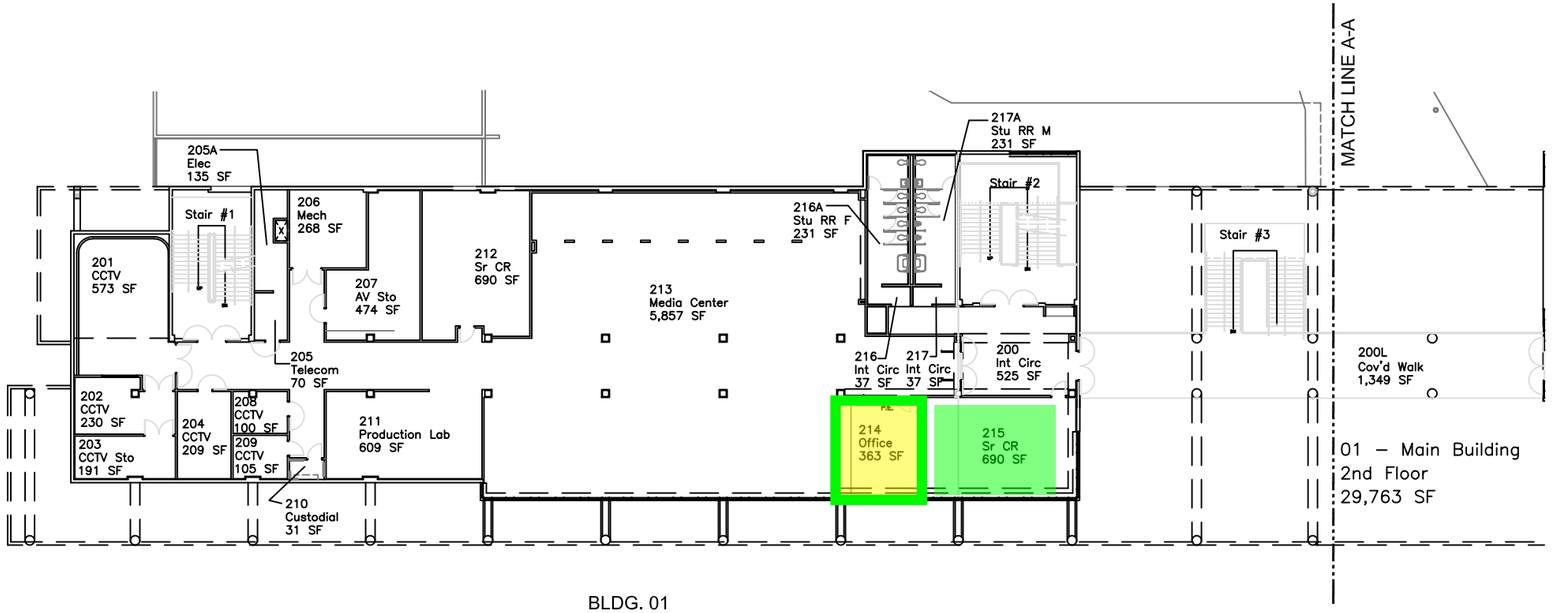
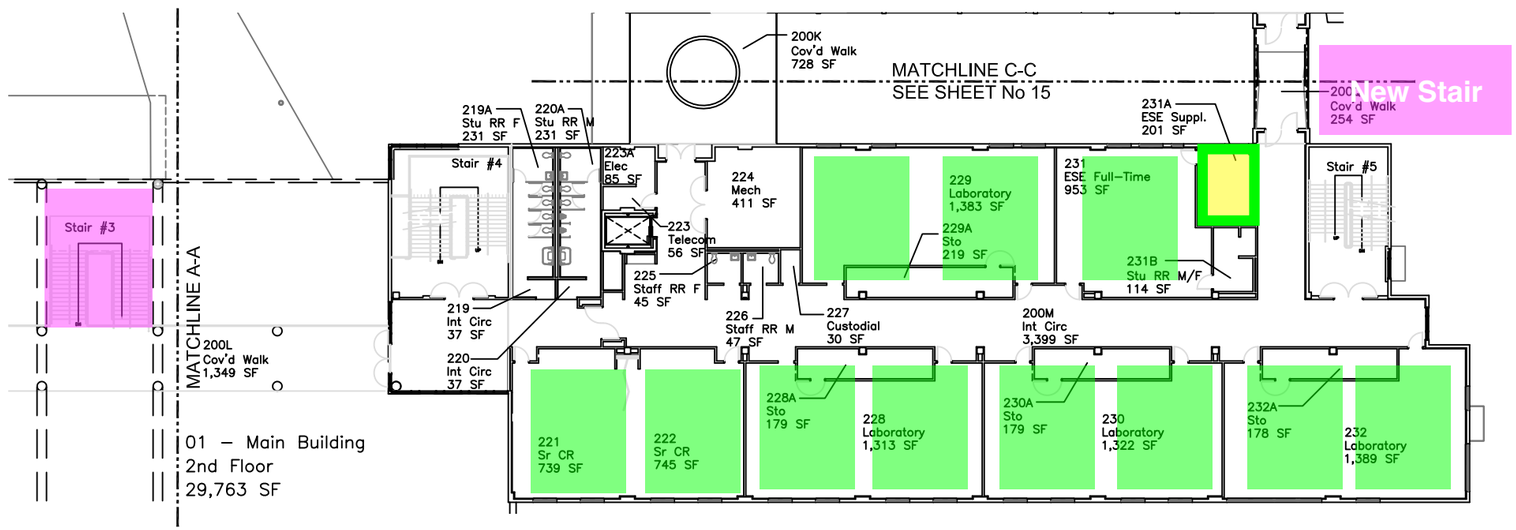
Option A



BLDG. 01



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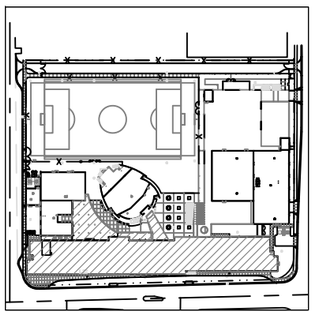

0 8' 16' 32' 64'

GRAPHIC BARSCALE

BLDG 01 SECOND FLOOR PLAN

SCALE: 1/32"=1'-0"

N

KEY PLAN

SCALE: NTS

N

UPDATES

August 22, 2014

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MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
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WESTLAND SENIOR HIGH SCHOOL

4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

DOE/OEF NO.
432

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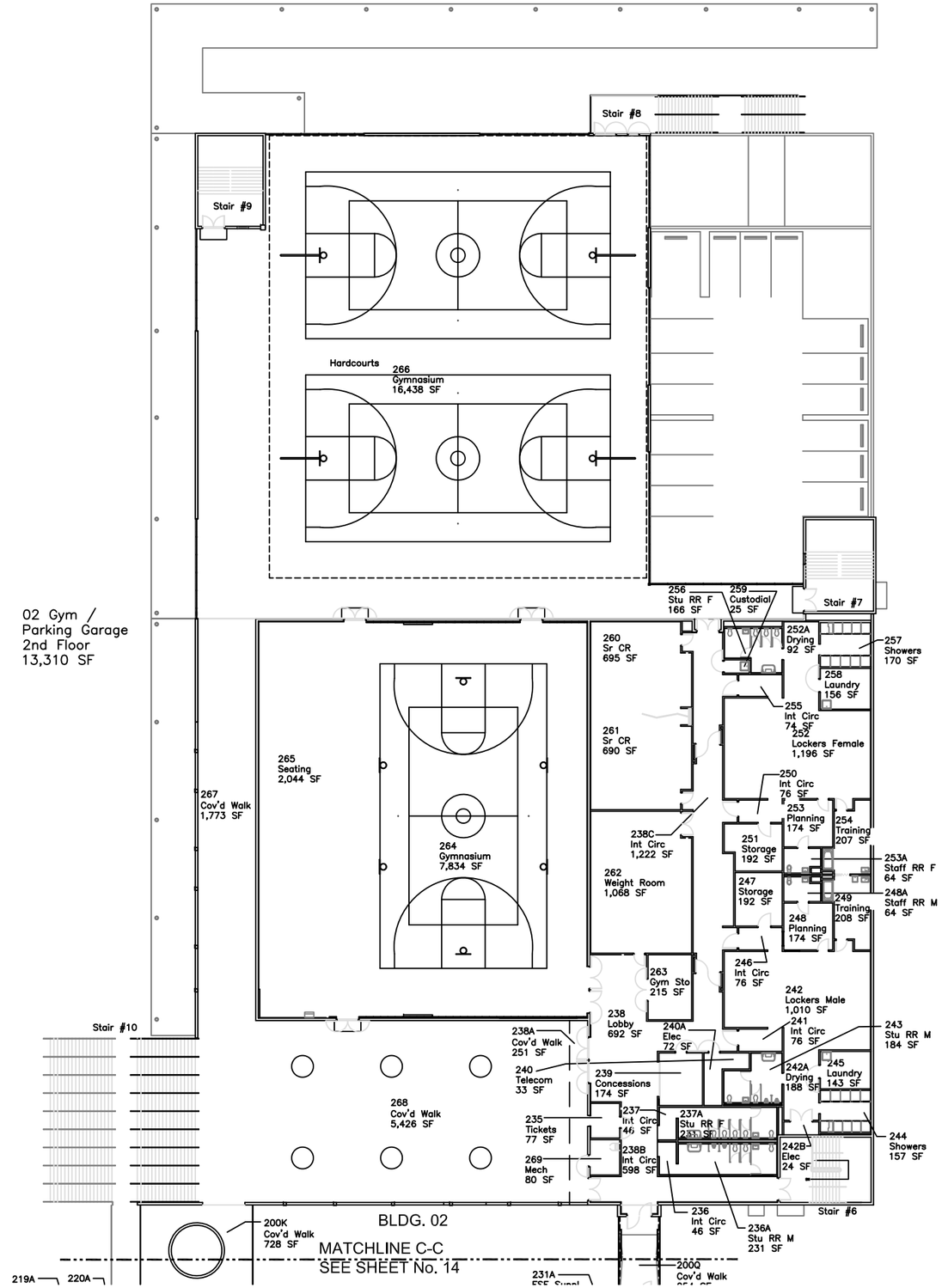
Option A



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GRAPHIC BARSCALE

BLDG 02 SECOND FLOOR PLAN

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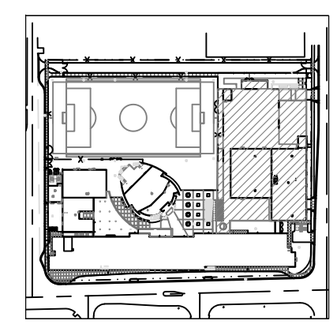
SCALE: 1/32"=1'-0"



KEY PLAN

N

SCALE: NTS

UPDATES
August 22, 2014
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MIAMI-DADE COUNTY PUBLIC SCHOOLS
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL
4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO.
7049

DOE/OEF NO.
432

SHEET NO.
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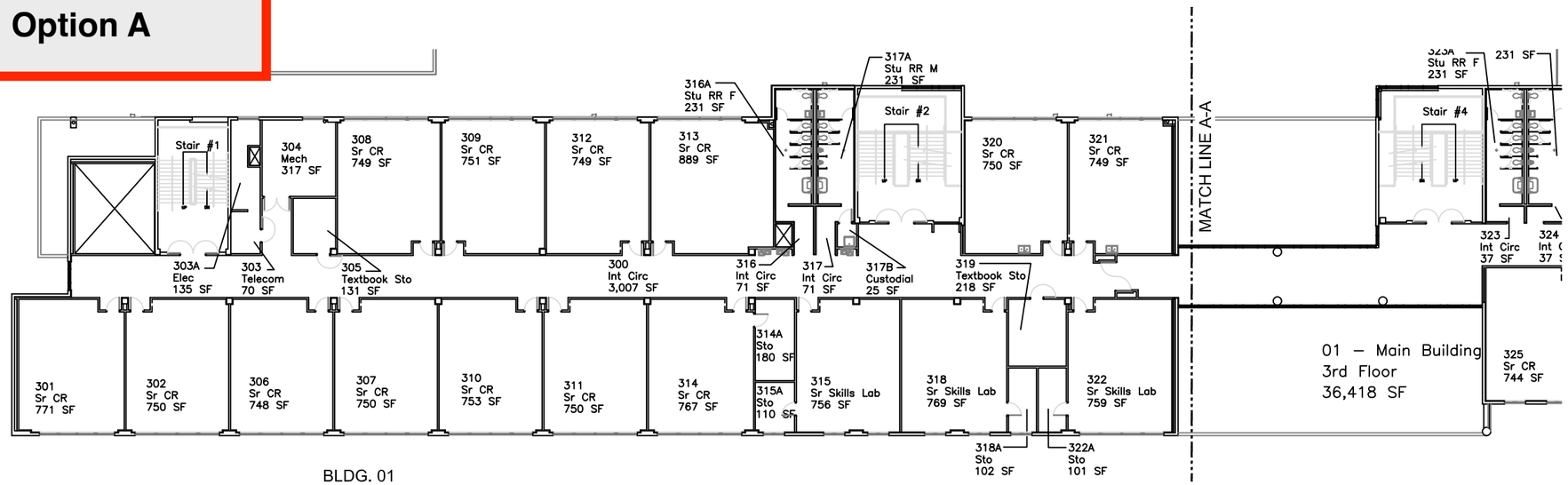
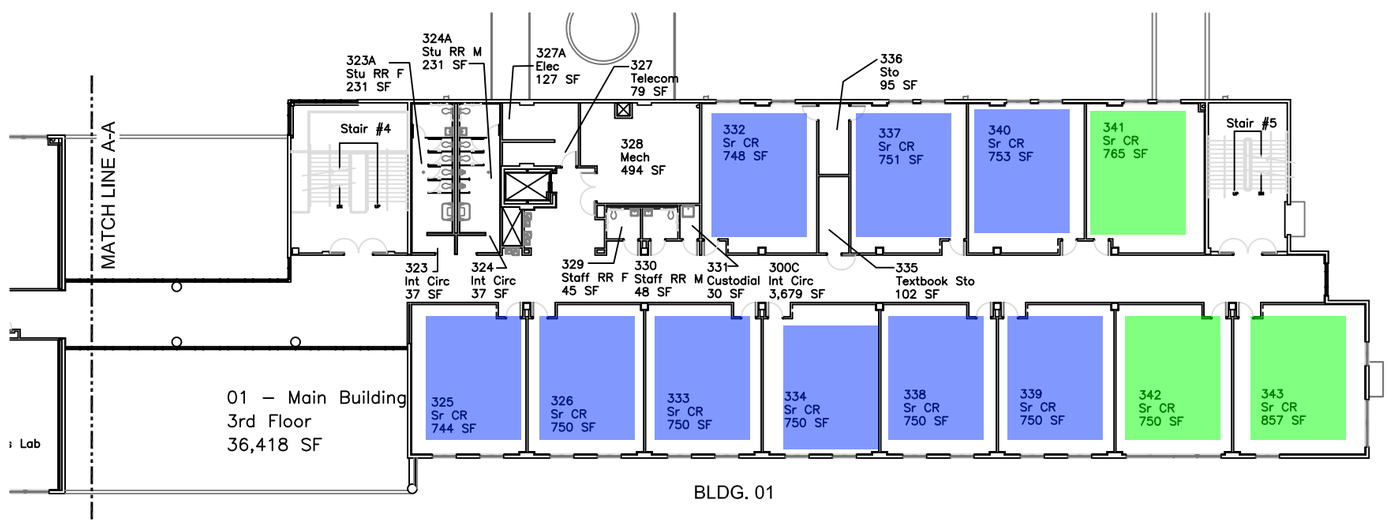
Option A





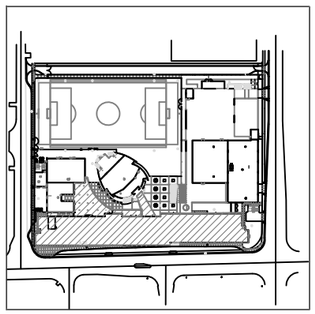
0 8' 16' 32' 64'

GRAPHIC BARSCALE

BLDG 01 THIRD FLOOR PLAN

SCALE: 1/32"=1'-0"

N



KEY PLAN

SCALE: NTS

N

UPDATES

August 22, 2014

July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS

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WESTLAND SENIOR HIGH SCHOOL

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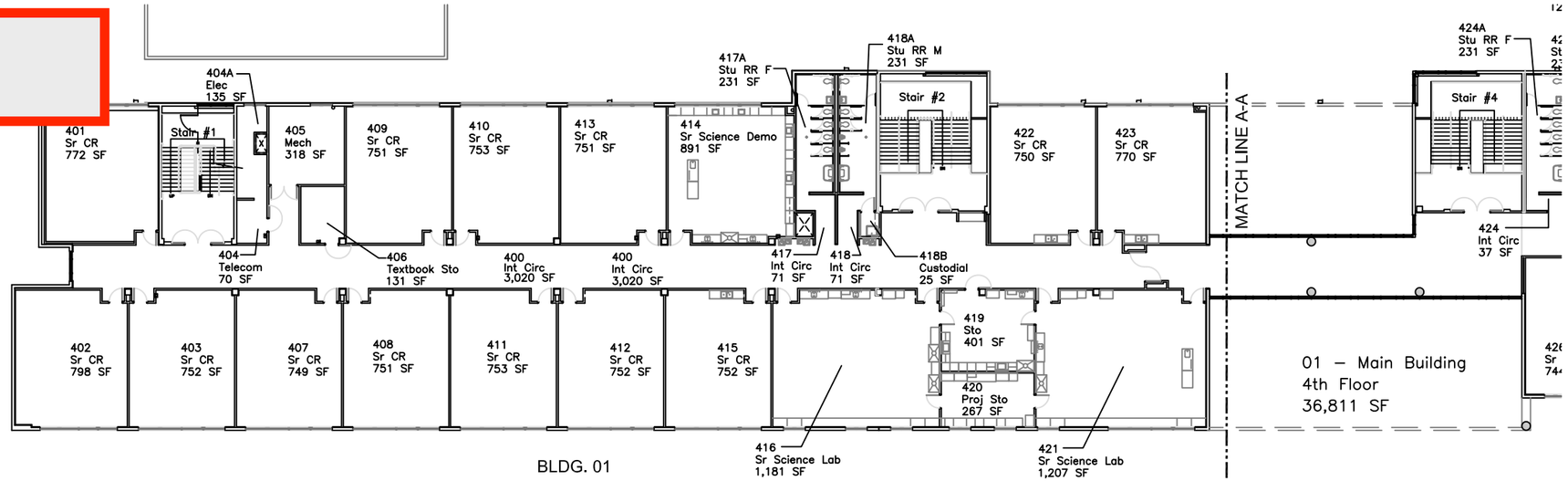
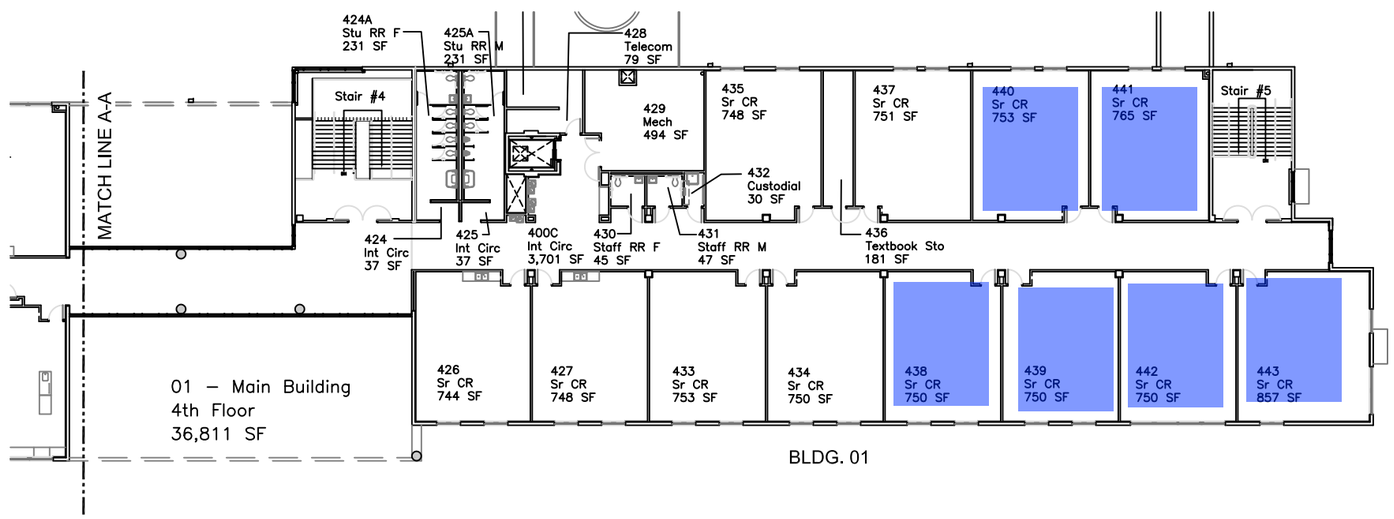
ADMIN. NO. 7049

DOE/OEF NO. 432

SHEET NO. 16 of 17

Option A





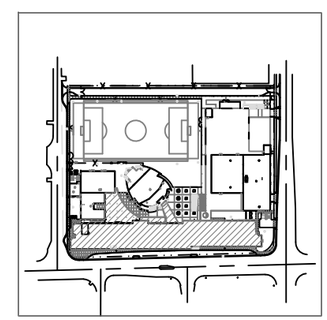
0 8' 16' 32' 64'

GRAPHIC BARSCALE

BLDG. 01 FOURTH FLOOR PLAN

SCALE: 1/32"=1'-0"

N



KEY PLAN

SCALE: NTS

N

UPDATES

August 22, 2014

July 07, 2015

MIAMI-DADE COUNTY PUBLIC SCHOOLS

1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

WESTLAND SENIOR HIGH SCHOOL

4000 WEST 18 TH AVENUE
HIALEAH, FLORIDA 33012

ADMIN. NO. 7049

DOE/OEF NO. 432

SHEET NO. 17 of 17

EXHIBIT B: SHARED COMMONS SPACE

[Insert detailed list and locations of all shared space, including: - Cafeteria (size, seating capacity, serving lines) - Gymnasium (size, capacity, equipment storage) - Auditorium (size, seating) - Library/Media Center (size, capacity) - Parking areas (number of spaces, designated zones) - Athletic fields (number, dimensions, equipment) - Recreation areas and playgrounds - Any other common use areas]

EXHIBIT C: ANNUAL SHARED SPACE SCHEDULE

[Insert detailed annual master schedule showing proportionate allocation of shared space use for: - Lunch periods and seating assignments - Gymnasium and P.E. class schedule - Auditorium events and assemblies - Field use and athletic events - Library access times - Parking lot management - Custodial schedules if elected - Food service schedules if not elected and any other shared scheduling not expressly stated above, but relevant to the Host school.]

EXHIBIT D: CAMPUS CIRCULATION, ARRIVAL/DISMISSAL, AND TRAFFIC MANAGEMENT PLAN

[Attach campus map/diagram identifying dedicated and shared entrances/exits, drop-off/pick-up zones, pedestrian routing, parking allocation, and any designated shared corridors. Operational details are implemented through the Mutual Management Plan.]