

**POLICY 2315: PUBLIC/PRIVATE PARTNERSHIP FOR THE SHARED USE OF SCHOOL DISTRICT FACILITIES BY AN EARLY CHILDHOOD INSTITUTION**

THE PURPOSE OF THIS POLICY IS TO SET FORTH PROCEDURES FOR THE IDENTIFICATION OF DISTRICT FACILITIES THAT ARE SUITABLE FOR SOLE OR SHARED USE, TO ESTABLISH PROVISIONS THAT GUIDE THE SHARED USE OF THE IDENTIFIED SPACE(S) AT DISTRICT SCHOOL FACILITIES BY AN ENTITY OFFERING EARLY CHILDHOOD EDUCATION, AND THE SELECTION OF THE EARLY CHILDHOOD INSTITUTION TO CO-LOCATE THE IDENTIFIED SPACE(S).

THE SOLE OR SHARED USE OF PUBLIC SCHOOL FACILITIES BY AN EARLY CHILDHOOD INSTITUTION MAY BE PERMITTED WHEN NOT IN CONFLICT WITH THE REGULAR OR EXTRACURRICULAR SCHOOL PROGRAM CONDUCTED AT A DISTRICT SCHOOL FACILITY. NO GAMBLING (EXCEPT RAFFLES AS PERMITTED BY FLORIDA STATUTE AND/OR STATE BOARD RULE), ALCOHOLIC BEVERAGES, WEAPONS, ILLEGAL SUBSTANCES OR ILLEGAL ITEMS SHALL BE ALLOWED AT ANY DISTRICT SCHOOL FACILITY. ANY EARLY CHILDHOOD INSTITUTION USING A DISTRICT SCHOOL FACILITY AND PROVIDING INFORMATION, PRODUCTS, AND SERVICES AT SUCH FACILITY MUST NOTIFY ALL ATTENDEES IN WRITING THAT THE INFORMATION, PRODUCTS, AND SERVICES OFFERED ARE NOT ENDORSED, SPONSORED, OR RECOMMENDED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (SBBC). IF AT ANY TIME IT IS DETERMINED THAT THE OUTSIDE EARLY CHILDHOOD INSTITUTION IS ISSUING INACCURATE OR MISLEADING INFORMATION OR ALLOWING PROHIBITED ITEMS AT ANY DISTRICT FACILITY, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA MAY IMMEDIATELY TERMINATE THE PUBLIC/PRIVATE PARTNERSHIP SHARED USE AGREEMENT WITH THAT EARLY CHILDHOOD INSTITUTION WITHOUT REFUND.

IF IN THE CAUSE OF CONDUCTING DUE DILIGENCE ON FACILITIES THAT COULD BE SHARED WITH AN EARLY CHILDHOOD INSTITUTION, IT IS DETERMINED THAT AN IDENTIFIED FACILITY WAS FINANCED WITH BOND FUNDS, AND THE LEASING OF SUCH FACILITY WOULD CONFLICT OR NEGATIVELY IMPACT THE PROVISIONS OF THE BOND FINANCING, THE FACILITY WOULD NOT BE SHARED WITH AN EARLY CHILDHOOD INSTITUTION.

DISTRICT SCHOOL FACILITIES MAY NOT BE USED BY ANY EARLY CHILDHOOD INSTITUTION WHICH DISCRIMINATES ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER IDENTITY, GENDER EXPRESSION, NATIONAL ORIGIN, MARITAL STATUS, RACE, RELIGION, SEX OR SEXUAL ORIENTATION.

LEGAL AUTHORITY: Sections 1001.41 (1), F.S.

Adopted:

**DEFINITIONS**

A “Facility” is the physical building and public school grounds, and/or adjoining facilities and grounds or any portion thereof that are to be utilized solely by an Early Childhood Institute or as a Shared Facility by the District owned school and another Early Childhood Institution.

A “Host District School” is the initial school that was the sole occupant of the Facility before another Early Childhood Institution was permitted shared use of the Facility.

A “Host District School Principal” is the principal of the Host District school facility that is shared via a Public/Private Partnership Shared Use Agreement by another Early Childhood Institution, and is also responsible for overseeing the general operations at a Facility, enabling the sharing of space among the individual schools in a shared facility, and the maintenance of agreed upon common areas at the Facility.

An “Early Childhood Institution” is a private entity that desires to provide instruction and/or educational service at the Facility to pre-kindergarten students enrolled in an early childhood curriculum program. For the purposes of this Policy, excludes infants and toddlers.

“Pre-kindergarten (aka pre-K)” is a class or program preceding kindergarten for children ages 3, 4, or 5.

A “Public/Private Partnership Shared Use Agreement” is a legal contract that is executed between The School Board of Broward County, Florida (SBBC) and an Early Childhood Institution which has met any selection criteria stated in this Policy or within a Request for Proposal (RFP) to co-locate in space and deliver early childhood education at the Host District School’s facility.

A “Shared Facility” is an SBBC owned facility that houses more than one Educational Institution (the Host District School and other individual Early Childhood Institution, each of which is autonomous and shall have its own school administrator(s)), and has its own governing body.

The “Shared Use Fee” is Fee due and payable by an Early Childhood Institution that is authorized via a Public/Private Partnership Shared Use Agreement to occupy an SBBC owned facility. At the minimum, the Shared Use Fee shall consist of rental costs, custodial costs, utility costs, building maintenance costs, as necessary personnel costs, and be consistent with applicable labor contract standards.

“Single Point of Entry” is the entrance or entry point into a facility or school (K-12) during school hours that allows visitors to be checked through the “Star System” before they are allowed access into the facility. Single point of entry have two components: 1. Entry point modification of building (could be simple or complex depending on original facility design); 2. Fencing around the facility including aluminum picket gates with panic hardware to enhance the single point of entry.

“Stand-Alone Facility” is a SBBC-owned facility that houses one Early Childhood Institution that is autonomous and has its own governing body.

“District Schools” are public schools operated by the SBBC as expressly authorized by Section 1001.32, F.S. and Article IX, Florida Constitution.

## Rules

### A. Purpose

The purpose of School Board Policy 2315 is to set forth procedures for the identification of District facilities that are suitable for the sole or shared use of such facility by an Early Childhood Institution, to establish provisions that guide the shared use of the identified space(s) at District school facilities with an Early Childhood Institution, and the selection of Early Childhood Institutions to lease the identified space(s).

**B. Comprehensive Space Analysis of Potential Sole or Shared Use of District School Facilities by an Early Childhood Institution**

1. By January of each year, the Chief Portfolio Services Officer or the Superintendent's designee shall provide to the Chief Facilities Officer or Superintendent's designee, a list of potential District school facilities that could be available for sole occupancy or shared use by an Early Childhood Institution. The Chief Portfolio Services Officer shall also provide the same list to the Chief Financial Officer or to the Superintendent's designee.
2. Prior to including a District school facility on the list, the Chief Portfolio Services Officer or designee shall ensure that at a minimum, the following issues were examined:

  - a. The five-year projected student enrollment data, performance data, and trends in the affected school;
  - b. The availability of classroom space at the District school facility;
  - c. The availability of school choices in the area;
  - d. An educational program review with the school principal as compared with available space;
  - e. The ability to accommodate programs that would not conflict with programs at the affected Host District Schools;
  - f. Geographic feeder patterns;
  - g. Feedback from the Host School's principals and appropriate community groups, such as Parent Teacher Associations, School Advisory Council, etc.; and
  - h. Other additional criteria as may be deemed appropriate by the Superintendent and consistent with this Policy.
3. The Chief Financial Officer or Superintendent's designee shall review the list and confirm that the leasing of the listed school facilities to an Early Childhood Institution would not negatively impact any financing or contractual arrangements that may have been utilized to construct any of the listed school facilities and convey such findings to the Chief Portfolio Services Officer or Superintendent's designee. The Chief Financial Officer or Superintendent's designee will consult with the Office of the General Counsel and the District's bond counsel to determine whether any proposed facility should be excluded for consideration for a sole or shared use by an Early Childhood Institution due to existing financing or contractual arrangements. After review and any appropriate consultation, the Chief Financial Officer or Superintendent's designee shall provide written feedback to the Chief Portfolio Services Officer or designee stating the reasons for the recommended exclusion of any proposed District school facility from consideration.
4. Upon receipt of the list, the Chief Facilities Officer or Superintendent's designee shall conduct a preliminary and comprehensive space analysis of each listed facility to

determine its potential utilization as a facility that could be used solely by an Early Childhood Institution or shared with a Host District School.

5. The preliminary comprehensive space analysis shall at a minimum consider the following:

- a. Both short and long term projections for the utilization of space at the Facility based upon the optimal use of the building(s), solely by an Early Childhood Institution or shared with a Host District School;
- b. Common area capacity and core capacity review;
- c. Parking availability;
- d. An assessment and financial analysis of improvements that should be performed to support the occupation of the District school facility by one or more autonomous schools or space desired for sole occupancy;
- e. The communication network at the facility and the space(s) that are available for shared use within the facility; and
- f. The ability and financial feasibility to physically separate schools within the District school facility including the provision of a single point of entry for each school.
- g. Determine any associated costs for meeting licensure requirements for pre-k requirements of identified sites.
- h. Other criteria as determined by the Chief Facilities Officer or Superintendent's designee.

6. The comprehensive space analysis shall be conducted in consultation with the Facility Planning & Real Estate Department, the Safety Department, the Building Department, Information and Technology Department, Physical Plant Operations (PPO) Department, the Special Investigative Unit, as needed other pertinent departments, or successor department(s) in the case of a departmental name change, the principal of each proposed Host District School, and, as appropriate, consultation with outside consultant(s). Any proposed changes or additions to technology infrastructure must comply with current educational specifications, design criteria and Division 17000 construction requirements.

7. No later than the end of February of each year, the Chief Facilities Officer and the Chief Financial Officer or designees shall provide to the Chief Portfolio Services Officer or designee, with a final recommended list and related information concerning potential District school facilities that could be occupied solely by an Early Childhood Institution or shared with a Host District School.

8. This requirement for the annual exchange of data and information does not preclude the receipt of information stated herein and needed by the Chief Portfolio Services Officer via other mechanism agreed to by the Chief Portfolio Services Officer, Chief Facilities Officer,

and the Chief Financial Officer. Therefore, this alternative mechanism is permissible as long as the information provided, allows the Chief Portfolio Services Officer to utilize the information to enable the lease of District school facilities by an Early Childhood Institution on a periodic basis.

**C. Selection of Early Childhood Institution for Proposed Public/Private Partnership Shared Use Agreement**

1. Subsequently, the Chief Portfolio Services Officer or designee shall work in coordination with the District's Procurement & Warehousing Department or successor department(s) in the case of a departmental name change to issue a Request for Proposal (RFP) that would enable Early Childhood Institutions to apply and bid to lease District school facilities to provide early childhood education. The RFP shall be issued no later than the end of April of each year, and at a minimum, the RFP shall address and/or require the following for each of the facilities:
  - a. Pertinent information about the Early Childhood Institution which includes but is not limited to the Institution's history, structure and governance, economic viability, childcare licensing, curriculum and instructional program, student assessment, school calendar, plans for special student population, litigation (which indicates that the Early Childhood Institution must not have any current pending litigation or regulatory action against it, etc.).
  - b. Requirement that an Early Childhood Institution must be currently accredited by a recognized National or State accreditation body such as the National Association for the Education of Young Children (NAEYC), Accredited Professional Preschool Learning Environment (APPLE), National Accreditation Commission (NAC), National Early Childhood Program Accreditation (NECPA), or any other approved Florida Gold Seal Accreditation.
  - c. Information by the Early Childhood Institution which indicates it will ONLY provide pre-kindergarten program and does NOT provide services for infants or toddlers.
  - d. Information describing the Early Childhood Institution's specific programmatic needs including, without limitation, projected enrollment and ages served (Pre-K only);
  - e. Detailed information on how the Early Childhood Institution desires to utilize space at an available District school facility;
  - f. Additional proposals for the allocation and use of space at an available District school facility;
  - g. A sample copy of the Public/Private Partnership Shared Use Agreement that would be executed by an Early Childhood Institution that was selected via the RFP process to lease a District school facility shall be attached to the RFP;

- h. The minimum monthly shared use fee that would be considered by the SBBC for each facility, and any initial shared use fees that must be paid before commencing use of the school Facility;
  - i. The number of available classrooms and applicable class size requirements regarding each school facility;
  - j. Statement(s) about the availability of media room(s), resource room(s), science lab(s), cafeteria, auditorium, bus drop off/pick up area, outside play area, parking, etc. for use by an Early Childhood Institution;
  - k. The communication network at each school facility and the space that is available for shared use within the facility.
  - l. Any other necessary information not listed above.
2. The evaluation committee constituted to evaluate the RFP shall at a minimum consist of the following members:
- a. The Chief Portfolio Services Officer or designee;
  - b. The Host District School's principal or facility director;
  - c. The Chief School Performance and Accountability Officer or designee;
  - d. The Chief Facilities Officer or designee;
  - e. The Director, Facility Planning & Real Estate or designee.
  - f. Executive Director, Early Learning and Language Acquisition or designee.
  - g. Director, Head Start/Early Intervention or designee.
  - h. Chief Executive Officer, Early Learning Coalition of Broward County or designee
  - i. Representative from Broward County Department of Childcare Licensing and Enforcement
  - j. Representative from the Child Care Community
  - k. Representative from the Child Care Community
3. Decisions and intended decisions by the SBBC for the shared use or sole occupancy of a District school facility are not for the acquisition of goods or services that would be subject to competitive procurement or to the bid protest procedures of Section 120.57(3), Florida Statutes, or School Board Policy 3320.

4. The selection via the RFP process of Early Childhood Institutions that may be offered a Public/Private Partnership Shared Use Agreement for a proposed Shared Facility or Stand-Alone Facility must be made no later than the end of August of the school year preceding the school year in which the proposed shared use or sole occupancy of a District school facility would commence.

#### **D. Public/Private Partnership Shared Use Agreement**

1. Upon the selection of qualified Early Childhood Institution(s) via the RFP process, the Facility Planning & Real Estate Department (or succeeding department in the case of departmental name change) shall contact each selected Early Childhood Institution to discuss the components of a proposed Public/Private Partnership Shared Use Agreement and other related matters regarding the District school facility where the Early Childhood Institution would locate and operate from. As necessary, the Public/Private Partnership Shared Use Agreement may be collaboratively developed with participation by the Office of Facilities & Construction, and the principal of the Host School.
2. Upon finalization of the Public/Private Partnership Shared Use Agreement, each selected qualified Early Childhood Institution shall execute the Public/Private Partnership Shared Use Agreement and return the same to the Facility Planning & Real Estate Department.
3. At a minimum, the Public/Private Partnership Shared Use Agreement shall address the following:
  - a. **“Mutually Agreed upon Principles”** which shall state the overarching principles by which the Host District School, other schools/programs located at the Facility, and the Early Childhood Institution shall make regarding the shared use of the Facility;
  - b. **“Facility Management and Maintenance Roles and Responsibilities”** which shall establish an outline of how the Shared Facility shall be administered;
  - c. **“Shared Use Regular Communication Plan”** which shall establish the processes to be used for regular communication among the Host District School, other schools/programs located at the Facility, and the Early Childhood Institution;
  - d. **“Regular Meetings Schedule”** which shall delineate dates and times during the year when the Host District School, other schools/programs located at the Facility, and the Early Childhood Institution shall meet and address issues at the Facility.
  - e. A **“Dispute Resolution Process”** which shall detail the process for the resolution of any conflicts arising amongst the Host District School, other schools/programs located at the Facility, and the Early Childhood Institution. The Host District School principal shall be designated in the Public/Private Partnership Shared Use Agreement as the person responsible for coordinating the mediation of disputes at the Shared Facility. If the need for dispute resolution arises, the Host District

School principal shall commence the dispute resolution process specified in the Public/Private Partnership Shared Use Agreement;

- f. A “Site Plan” of the Facility which identifies portions of the Shared Facility that will be utilized by the Host District School, other schools/programs located at the Facility, and the Early Childhood Educational Institution, and areas that shall be shared or designated as common areas;
  - g. A “Floor Plan” of the buildings at the Facility which details the space to be utilized, defined with dates and times by the Host District School, other schools/programs located at the Facility, and the Early Childhood Institution, and areas that shall be shared or designated as common areas; and
  - h. Any other provisions consistent with this Policy and as may be deemed necessary by the Superintendent of Schools.
4. If as a result of the Regular Meetings called for in the Public/Private Partnership Shared Use Agreement, the Host District School principal, and the administrator of the Early Childhood Institution or their designees mutually agree that the schedule delineated in the Public/Private Partnership Shared Use Agreement regarding the use of the common areas needs to be amended to change the designated times or use of the common areas, such changes shall be made administratively without an amendment to the effective Public/Private Partnership Shared Use Agreement. However, the revised schedule shall be documented, approved by the Host District School principal, representatives of other schools/programs located at the Facility, and the administrator of the Early Childhood Institution, and must receive the final approval of the Chief Academic Officer. Thereafter, a copy of the revised approved schedule shall be maintained by the Host District School principal, and the administrator of the Early Childhood Institution, and a copy of the revised approved schedule shall be provided to the SBBC Director, Facility Planning and Real Estate, and the Chief Facilities Officer.

**E. The Operation from a District School Facility by an Early Childhood Institution**

1. The Facility Planning & Real Estate Department (or in the case of departmental name change) shall upon the conclusion of negotiations for a Public/Private Partnership Shared Use Agreement, schedule the finalized Public/Private Partnership Shared Use Agreement for the SBBC’s consideration and formal action at a regular SBBC meeting. The Agreement shall be scheduled for the SBBC’s consideration no later than December 31, of the school year preceding the school year in which the proposed sole occupancy or shared use of a District school facility by an Early Childhood Institution would commence.
2. Subsequently no later than January of the next year, the Facility Planning & Real Estate Department shall notify the Early Childhood Institution of the SBBC’s approval or denial of the Public/Private Partnership Shared Use Agreement.
3. The SBBC reserves the right to decline to enter into a Public/Private Partnership Shared Use Agreement with an Early Childhood Institution for any School District facility.



4. The minimum monthly shared use fee shall be based on comparable commercial rental rates, and the operational costs shall be based on the determined historical operational costs of the District school facility where the Early Childhood Institution is slated to operate from. The minimum monthly shared use fee shall consist of rental costs, custodial costs, utility costs, building maintenance costs, as necessary personnel costs, and be consistent with applicable labor contract standards. The shared use fee due shall be as dictated by provisions of the effective Public/Private Partnership Shared Use Agreement. Any proposal for the shared use or sole occupancy of a District school facility by an Early Childhood Institution that does not meet the District's announced minimum monthly shared use fee for said facility will be rejected as non-responsive.
5. The minimum monthly shared use fee for an Early Childhood Institution that grants at least twenty-five percent (25%) subsidized funding or discount to parents shall be discounted by twenty-five percent (25%). Similarly, the minimum monthly shared use fee for a local governmental body that provides early childhood program shall be discounted by twenty-five percent (25%). The determination to qualify for either of these categories shall be based upon verifiable information/evidence contained in the response to the RFP that was submitted by the Early Childhood Institution or local governmental body.
6. Any Early Childhood Institution making use of sole or a Shared Facility must prepay all specified initial shared use fees before being provided access to the Shared Facility or Stand-Alone Facility. Thereafter, the monthly shared use fee shall be paid on a monthly basis or as otherwise stated in the Public/Private Partnership Shared Use Agreement.
7. All checks issued by an Early Childhood Institution as payment for the lease of a District school facility (other than other services that are separately contracted between the parties) shall be made payable to "The School Board of Broward County, Florida"; and monies received for such payments shall be deposited into specific accounts established for the lease of each Shared Facility or for a Stand-Alone Facility.
8. Subsequent to the execution of a Public/Private Partnership Shared Use Agreement by all parties, the Early Childhood Institution must complete all necessary processes, preparations and requirements necessary to occupy the Shared Facility or Stand-Alone Facility including the complete set up of the allocated space(s) no later than thirty (30) days before the first official day of school for students at the Shared Facility or Stand-Alone Facility.
9. Any entity that is currently operating in a School District facility or facilities, and is providing early childhood programs in that facility or facilities, shall be grandfathered to operate from that facility or facilities for a period of one year commencing from the effective date of this Policy. However, if this Policy becomes effective after the deadline stated in any applicable RFP for the receipt of applications from Early Childhood Institutions, the affected entity will be allowed to operate from the facility location or locations until such time that it is able to submit application within the application timeline. Thereafter, the entity shall comply with the provisions of this Policy; but at a minimum, the entity must enter into Public/Private Partnership Shared Use Agreement with the SBBC to remain in the facility or facilities for the said duration.

## **F. Capital Improvements**

1. If feasible and practical, the SBBC will consider requests/requirements for capital improvement projects that are absolutely necessary to renovate a District school facility for the purposes of making it suitable for use as a Shared Facility or for sole occupancy as an Early Childhood program. The construction of the capital improvement projects shall comply with applicable provisions of the State Requirement for Educational Facilities (SREF). Such potential renovations may include but are not limited to the following:
  - a. The construction of additional administrative offices for use by an Early Childhood Institution making shared use of a Shared Facility or Stand-Alone Facility; and such improvements shall be paid for by the Early Childhood Institution;
  - b. The construction of a single point of entry and the installation of individual signage, separate locks, and security monitoring system for use of an Early Childhood Institution making shared use of a Shared Facility or Stand-Alone Facility; and such improvements shall be paid for by the Early Childhood Institution;
  - c. The construction of barrier walls with doors to separate operations of the Early Childhood Institution making shared use of the Shared Facility or Stand-Alone Facility; and such improvements shall be paid for by the Early Childhood Institution;
  - d. The installation of additional technology infrastructure and/or related shared services to support the operations of the Early Childhood Institution and the Host District School; and such improvements shall be paid for by the Early Childhood Institution; and
  - e. Installation of separate public announcement and/or bell systems; and such improvements shall be paid for by the Early Childhood Institution.
2. An Early Childhood Institution may request amendment of the Public/Private Partnership Shared Use Agreement to provide for additional renovations and improvements to the Shared Facility or Stand-Alone Facility; and such renovations and improvements shall be paid for by the Early Childhood Institution. The desired additional renovations and improvements may be proposed to the Host District School principal or designee by the Early Childhood Institution. Thereafter, the following steps shall be implemented:
  - a. The Host District School principal or designee shall discuss the request with the Chief Facilities Officer or designee;
  - b. If the Chief Facilities Officer or designee determines that the additional renovation(s) and/or improvement(s) are indeed needed, the Officer or designee

shall discuss the request with the Chief Portfolio Officer and the Director, Facility Planning & Real Estate Department; and if consensus is reached that such improvement(s) could proceed, the Chief Facilities Officer shall inform the Superintendent about the proposed renovations. If the Superintendent recommends the proposed renovations, the Chief Facilities Officer or designee shall notify the Chief Portfolio Officer and the Director, Facility Planning & Real Estate Department to generate and schedule a Board item requesting the SBBC's amendment and approval of the Public/Private Partnership Shared Use Agreement; and

- c. The Public/Private Partnership Shared Use Agreement may be amended to specify any additional renovations and/or improvements to be effected to the Shared Facility or Stand-Alone Facility, or any other amendments mutually acceptable to the parties and specify the party responsible for the expenses related thereto.

#### **G. Insurance Provided by Early Childhood Institution**

Any Public/Private Partnership Shared Use Agreement shall include, at a minimum, the following insurance requirements:

1. **General Liability:** Bodily Injury/Property Damage – Limits not less than \$1,000,000 per occurrence General Aggregate – Limits not less than \$2,000,000. Property Damage/Damage to Rented Premises – Limits not less than \$1,000,000 per occurrence.
2. **Worker's Compensation:** Florida statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit.)
3. **School Leaders Errors and Omissions/Educators Legal/Professional:** Limits not less than \$1,000,000 per occurrence. Deductible shall not exceed \$25,000.
4. **Sexual Abuse/Molestation Liability:** Sexual Abuse/Molestation Liability covering all wrongful acts, errors and/or omissions associated or arising out of services provided under the Public/Private Partnership Shared Use Agreement with limits of not less than \$1,000,000 per occurrence. The insurance shall be subject to a maximum deductible not to exceed \$25,000.
5. **Auto Liability:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Early Childhood Institution does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Early Childhood Institution must be furnished to The School Board of Broward County, Florida stating the following:  
  
(Early Childhood Institution's Name) does not own any vehicles. In the event the Early Childhood Institution acquires any vehicles throughout the term of the Public/Private Partnership Shared Use Agreement, the Early Childhood Institution agrees to provide proof of "Any Auto" coverage effective the date of acquisition.
6. **Acceptability of Insurance Carriers:** The insurance policies obtained by the Early Childhood Institutions shall be issued by companies qualified to do business in the State

of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

7. **Verification of Coverage:** Proof of the required insurance must be furnished by the Early Childhood Institution to SBBC's Risk Management Department by Certificate of Insurance at least seven (7) working days prior to the Early Childhood Institution's use of the Shared Facility. All certificates (and any required documents) must be received and approved by SBBC Risk Management Department before the SBBC commences to permit the Early Childhood Institution time to remedy any deficiencies. Email or mail Certificate of Insurance to: Director, Risk Management; The School Board of Broward County, Florida; 600 SE Third Avenue, Fort Lauderdale, Florida 33301. A copy of any Certificates of Insurance must be maintained by the Early Childhood Institution at the Shared Facility for audit purposes during the term of the Public/Private Partnership Shared Use Agreement

8. **Required Conditions:** Liability policies must contain the following provisions and the following wording must be included on the Certificate of Insurance:

**The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is: \_\_\_\_\_**

**All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.**

**Certificate Holder Information: The School Board of Broward County, Florida, 600 SE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301**

9. **Cancellation of Insurance:** The Early Childhood Institution is prohibited from leasing the facility under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within one business day if required insurance is cancelled. The failure of an Early Childhood Institution to maintain the required insurance shall be grounds for the termination of any Public/Private Partnership Shared Use Agreement.

#### **H. Facility Management and Maintenance**

1. The Host District School principal or designee shall without limitation, perform the following roles, responsibilities, and functions:

a. As necessary, coordinate the development of the Public/Private Partnership Shared Use Agreement with the Facility Planning & Real Estate Department and the Office of Facilities and Construction Management (or succeeding department in the case of departmental name change);

b. Serve as the liaison between the Shared Facility and the School District's Physical Plant Operations Department regarding maintenance and operational issues at the Shared Facility;

c. Serve as a facilities coordinator for the entire Facility;

d. Coordinate the implementation of the Public/Private Partnership Shared Use Agreement including, without limitation, its provisions governing the following matters:

1. The allocation of space (i.e. adjustment of room allocations);
  2. The schedules of the individual schools;
  3. Safety and security matters;
  4. Custodial services;
  5. Clerical services;
  6. Utilization of the lunchroom and/or the provision of food services;
  7. Technology infrastructure and services; and
  8. Access and use of the facility during school hours and after hours, on weekends, and during the summer months.
2. The Physical Plant Operations (PPO) Department (or succeeding department in the case of departmental name change), and the principal of the Host District School shall jointly be responsible for maintenance of the Shared Facility.
  3. The Physical Plant Operations (PPO) Department (or succeeding department in the case of departmental name change) shall be responsible for the maintenance of the Stand-Alone Facilities.

LEGAL AUTHORITY: Sections 1001.41 (1), F.S.

HISTORY:

Adopted: