



PALM BEACH COUNTY  
ZONING APPLICATION STAFF REPORT

ZONING COMMISSION, JUNE 5, 2025

A. Application Summary

I. General

Application Name:	Pine Trail Shopping Center, DOA/CA-2024-01792
Control Name:	Pine Trail Shopping Center (1978-00273)
Applicant:	Pine Trail Square, LLC
Owner:	Pine Trail Square, LLC and Taplin Const. Corp.
Agent:	Dunay, Miskel and Backman, LLP - Beth Schrantz and Bonnie Miskel
Project Manager:	Donna Adelsperger, Senior Site Planner

**Title:** a Development Order Amendment **Request:** to modify the Overall MUPD Site and Conditions of Approval on 28.06 acres **Title:** a Class A Conditional Use **Request:** to allow a modify a previously approved Charter School to increase the number of students greater than 200 on 28.06 acres

**Application Summary:** The application is for the existing Pine Trail Shopping Center. The site was initially approved by the Board of County Commissioners (BCC) on December 28, 1978, for a rezoning to the General Commercial (CG) Zoning District and a Special Exception for a Large-Scale Community Shopping Center, including an existing auto service station, a financial institution with drive-up teller windows and an auto service facility. The Multiple Use Planned Development District (MUPD) regulations apply to a previously approved Large Scale Community Shopping Center. The development was last reviewed by the BCC January 25, 2024, for a Type 2 Waiver to extend the hours of operation for an Indoor Entertainment use in Building 9C within 250 feet of a parcel of land with a residential use.

This request is to modify the overall development to expand a previously approved Charter School and modify the site plan to address circulation and drop off/pick up of students. The Charter School was administratively approved by the Development Review Officer on July 25, 2024, with 188 students. The request would modify the Charter School in order to increase the number of students to 585 (+397). Access to the Charter School for student drop off would be from Elmhurst Road on the western most access point.

The Preliminary Site Plan (PSP) indicates a total of nine buildings for Retail Sales, Type 1 and Type 2 Restaurants, Financial Institutions, and Indoor Entertainment for the Overall MUPD. Access to the site will remain from Military Trail, Okeechobee Boulevard and Elmhurst Road.

II. Site Data

Acres:	28.06 acres
Location:	Southwest corner of Military Trail and Okeechobee Blvd, and the north side of Elmhurst Rd
Parcel Control:	00-42-43-25-00-000-3110; 00-42-43-25-02-000-0030; 0052; 0061; 0081; 0090; and 0010
Future Land Use:	Commercial High, with an underlying HR-8 (CH/8); Commercial Low with cross-hatching (CLX), and Commercial Low, with an underlying HR-8 (CL/8)
Zoning District:	Multiple Use Planned Development (MUPD)
Tier:	Urban/Suburban
Utility Service:	Palm Beach County Water Utilities Department (PBC WUD)
Overlay/Study:	Revitalization and Redevelopment Overlay, Urban Redevelopment Area
Neighborhood Plan:	N/A
CCRT Area:	N/A
Comm. District:	2, Commissioner Gregg K. Weiss

III. Staff Assessment & Recommendation

**ASSESSMENT:** Staff has evaluated the standards listed under Article 2.B. and determined that the requests meet the standards of the ULDC subject to Conditions of Approval as indicated in Exhibits C-1 and C-2.

**STAFF RECOMMENDATION:** Staff recommends approval of the requests subject to the Conditions of Approval as indicated in Exhibits C-1 and C-2

**PUBLIC COMMENT SUMMARY:** At the time of publication, Staff had received no contact from the public regarding this application.

IV. Hearing History

**ZONING COMMISSION:** *Scheduled for June 5, 2025*

**BCC HEARING:** *Scheduled June 18, 2025*

B. Data & Analysis

The supporting data and analysis is provided within the following Exhibits.

I. Exhibits		Page
A.1	Future Land Use Map	3
A.2	Zoning Map	4
B.	Standards Analysis & Findings	5 - 11
C.	Conditions of Approval	12 - 21
D.	Project History	22 - 23
E.	Applicant's Exhibits	
E.1	Preliminary Site Plan April 9, 2025	E-1
E.2	Preliminary Regulating Plan April 9, 2025	E-2
E.3	Preliminary Master Sign Plan April 9, 2025	E-3
E.4	Previously Approved Site Plan March 27, 2025	E-4
E.5	Disclosure of Ownership	E-5
E.6	Drainage Statement	E-6
E.7	Utility Letter	E-7
E.8	Traffic Operations Plan	E-8
E.9	Charter School Agreement	E-9

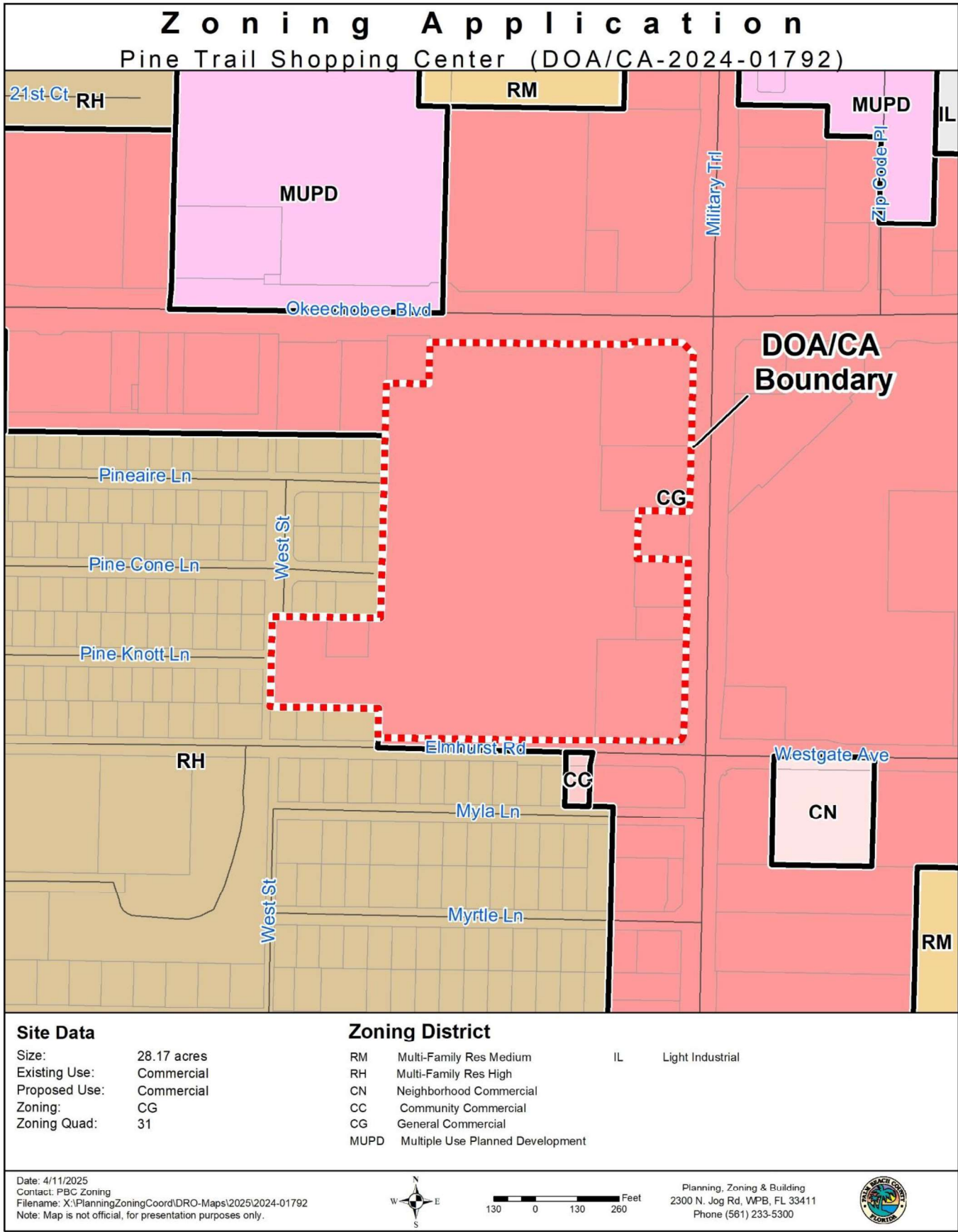


Exhibit A-1 - Future Land Use Map





## Exhibit A-2 - Zoning Map





## Exhibit B - Standards Analysis & Findings

### FINDINGS:

Conditional Uses, Official Zoning Map Amendment to a PDD or TDD and Development Order Amendment:

Article 2.B.7.B, Standards for Rezoning to a PDD or a TDD, a Conditional Use, or a Development Order Amendment are indicated below with Staff Analysis. A request that fails to meet any of these Standards shall be deemed adverse to the public interest and shall not be approved by the Commission.

The following analysis is provided for the proposed Development Order Amendment and the Class A Conditional Use for a Charter School in excess of 200 students.

**a. Consistency with the Plan** - *The proposed use or amendment is consistent with the purposes, goals, objectives and policies of the Plan, including standards for building and structural intensities and densities, and intensities of use.*

○ *Consistency with the Comprehensive Plan:* The proposed use and amendment is consistent with the Goals, Objectives and Policies of the Comprehensive Plan, including previous Land Use Amendments, densities and intensities of use.

○ *Previous Land Use Amendments:* Portions of this site have been subject to prior County-initiated Future Land Use Atlas (FLUA) amendments. The first, known as Commercial Categories Amendment No. 57e (Ord. 2001-087), amended the FLU designation from Commercial with an underlying 8 units per acre (C/8) to Commercial High, with an underlying 8 units per acre (CH/8). The second, Amendment 02-57 CHX (Ord. 2002-062), amended the FLU designation from Commercial, with an underlying 8 units per acre with cross-hatching (C/8), to Commercial Low with an underlying 8 units per acre (CL/8) on 0.36 acres. There were no conditions adopted as part of these amendments.

○ *Relevant Comprehensive Plan Policies:* The subject 28.06-acre MUPD is located within the Urban Suburban Tier and is comprised of three different FLU designations: CH/8, CL/8 and CLX/8. The majority of the site has the CH/8 land use designation (25.90 acres), and a small southwestern portion of the site has CL/8 (0.31 acres) and CLX/8 (1.85 acres) land use designations. The CLX/8 portion supports a drainage lake and does not contain any structures, consistent with the requirements for cross-hatching. Per Future Land Use Element (FLUE) Table 2.2-f.1, Non-Residential Future Land Use - Zoning Consistency, the existing MUPD Zoning District is consistent with the existing land use designations.

○ *Intensity:* There is no change proposed to the previously approved square footage. A maximum Floor Area Ratio (FAR) of 0.85 is allowed for nonresidential projects with a Commercial High, 8 units per acre (CH/8) FLU designation in the Urban Suburban Tier. The request for a total of 293,926 sq. ft. (excluding outdoor dining areas) equates to a FAR of approximately 0.24 (293,926 / 1,222,421 sq. ft. or 28.06 acres = 0.24) is therefore below the maximum allowed.

○ *Special Overlay District/Neighborhood Plan/Planning Study Area:* The subject site is located within the Revitalization, Redevelopment and Infill Overlay (RRIO) and Urban Redevelopment Area (URA) study area, but not within the Priority Redevelopment Area (PRA). The purpose of these areas is to encourage infill and redevelopment opportunities, and the request to increase the number of children for a charter school is consistent with this effort.

**b. Consistency with the Code** - *The proposed amendment is not in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.*

The proposed Development Order Amendment to the approved MUPD is consistent with the stated purpose and intent of the County Unified Land Development Code (ULDC). The development has frontage on Okeechobee Boulevard, Military Trail and Elmhurst Road and access from all three. The request modifies some of the existing square footage originally approved as retail, and modified through the administrative review process for a charter school with 188 students, and modify the area further to increase the number of students with more than 200 children.

○ *Planned Development District:* The subject development was originally approved in 1979 with a Special Exception for a Large Scale Community Shopping Center, including Auto Service Stations, Financial institution with drive-u teller and an auto service facility. There were an additional five amendments approved by the BCC since that time. A Large Scale Community Shopping Center is reviewed under the current code as a Multiple use Planned Development.

o *Modifications to Prior Approval:* Modifications to approvals by the Board of County Commissioners are allowed to be completed administratively, provided they do not exceed the thresholds established in Article 2.C and 3.E.1.E. The proposed request to expand the Charter School is required to be reviewed by the BCC as the request created a substantial increase in traffic impact above what was approved by the BCC in its last approval. Throughout the review of the application, Staff reviewed for compliance with the ULDC, ensuring that the proposed change to increase the number of children maintained compliance with the Objectives and Standards and Performance Standards for all Planned Development Districts.

o *Vehicular Access and Circulation:* The design of the access and circulation is to minimize hazards to pedestrians, non-motorized forms of transportation and other vehicles. Turn lanes are proposed along Elmhurst to address the additional anticipated heavy traffic flows that need to have controls. The Charter school does not proposed to have buses for the transportation of children attending the school. It relies solely on parent drop off.

- o *Use specific criteria Elementary or Secondary School:*
- *Setbacks:* All schools are to meet the minimum setbacks of the district or 25 feet whichever is greater. The subject school is located within an existing building that meets the 25 foot setback.
  - *Charter Schools:* The Applicant proposes more than 200 students for the Charter School which requires the Class A Conditional Use request that is part of this application.

o *Architectural Review:* There are no proposed changes to the exterior of the building. . The building was previously reviewed for compliance with the Architectural Guidelines. If any modifications to the exterior of the structure are proposed, the Applicant is required to comply with Art. 5.C

o *Parking:* The PSP for the overall development indicates 1,114 parking spaces. The center is using the MUPD parking calculations which includes a minimum of 1 space per 250 sq. ft. of gross floor area to a maximum of 1 space for per 166.66 sq. ft. of gross floor area.

The Applicant is proposing to modify the calculations for parking in order to utilize either the parking requirements under Article 3.E.1.C.h.2)a) PDD Performance Standards Parking Non-Residential Uses or to use the requirements from Article 6 Table 6.B.1.B. The Applicant chose to use a combination Article 3.E.2.B.2.h.2 PDD Parking Non-Residential and the individual parking ratio of Article 6 Table 6.B.1.B for School Elementary or Secondary. The proposed development requires a minimum of 1,102 parking spaces based on the requirement calculation below. The site plan is proposing 1,114 parking spaces which includes 12 spaces above the minimum requirements.

Shopping Center 4 space per 1,000 = 1065 spaces  
School, Elementary or Secondary = 1/50 students (12 spaces) and 1/Faculty (25) = 37 spaces  
Total Required = 1,102 spaces  
Total Provided = 1,114 spaces

Staff has included a condition of approval that identifies the required school parking detail on the Regulating Plan.

o *Landscape/Buffering:* There are no proposed modifications to perimeter landscape buffering with the proposed amendment. Modifications are proposed to the parking area north of Building 9.A to accommodate an outdoor play area, parking layout and circulation. The development has existing 10-foot buffer along the west property line. Prior to the issuance of a CO for more than 188 students, the Applicant will be required to replace all dead and missing landscape material within all areas modified for the Charter School.

o *Signs:* The development has a current approved Master Sign Plan for which no changes are proposed. The existing Sign Conditions will be carried forward under this request.

c. **Compatibility with Surrounding Uses** - *The proposed use or amendment is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.*

The amendment is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the property. The increase in the number of students for the Charter School use will provide more availability for alternative educational options to residents of Palm Beach County. The development is surrounded by Commercial and Residential uses. This institutional/civic use will be part of the Commercial Shopping Center.

The location of the School is at the northwest corner of the development, fronting on Okeechobee Boulevard. The overall modifications to the design of the development are needed to accommodate the increase in students for the school, include site parking and circulation, landscaping, medians and buffering, drop-off queuing lanes, and turn lanes into the development.



The properties located north and east of the Project are developed with large commercial shopping centers. The properties located south and west of the Property are developed with multifamily and single family residential uses. The existing MUPD zoning was determined to be compatible with uses and character of the land surrounding and in the vicinity of this site. The proposed request is to modify the Charter School use to expand from 188 students and 10 faculty to 585 students and 25 faculty. The proposed Charter School will take place during the week and will be located on the first and second floor of Bldg 9A within an existing 34,425 sq ft area.

The buffering requirements along all property lines are not proposed to change (other than replacement of dead and missing material) and remains consistent for the development as a whole. The institutional use is compatible with the other uses in the shopping center and the area subject to conditions of approval. The proposed use placement, circulation, and site elements are designed to reduce any impacts within the development related to circulation within the loading area, as well as on the neighboring properties and not create undesirable health, safety, or aesthetic effects. Primary access for the shopping center will remain un-changed from Okeechobee Boulevard, Military Trail and Elmhurst Road. The primary entrance for the students and parents for drop off will be from Elmhurst Road.

As such, the Project, with the existing buffering and hours for the proposed School, is compatible and consistent with existing uses.

**d. Design Minimizes Adverse Impact – *The design of the proposed use minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.***

The proposed modifications does not modify the exterior or sizes of any of the existing buildings on the site, but does have modifications on the intensity relating to the increase in the number of students. The Applicant is not providing any bus transportation to and from the site for the students, which results in parents driving to and from the site to drop off and pick up students in the mornings and afternoons. The amendment to the shopping center and the use to allow an increase in the number of students over 200 was evaluated for how the site will function and have any effects on development and roads adjacent to the development. The amendment does not alter the square footage of the development, but alters the pedestrian and vehicular circulation for the development, requiring changes to how the loading area functions, and movement of vehicles for safe arrival and departure of students. The traffic operations are designed to ensure that there are no adverse impacts to the surrounding road network. In particular,

- Right and left turn lanes are proposed at the westernmost driveway along Elmhurst Road where the queuing entry is located.
- 44 on site queuing spaces, which are an additional 10 spaces above the project cars at any time

The queuing area along the west side of the building was designed in close coordination with PBC Zoning, Fire, Traffic, Palm Beach County Water Utilities, and Land Development, and provides a twenty foot (20) wide clear drive aisle to the east of the queuing lane in order to ensure that there is always sufficient access for fire and emergency vehicles.

Dumpsters and loading areas along the rear building façade were also modified in the prior approval to ensure clear access at all times when school queuing is occurring.

The queuing area along the north side of the building is designed to provide one lane for drop-off and pick-up with a bypass lane located immediately north of the drop-off/pick-up lane. The site plan is designed to provide one-way traffic in the drop-off/pick-up area as requested by staff. During drop-off and pick-up periods, an assisted loading and unloading approach will be utilized. School Staff will be positioned at key locations within the designated drop-off and pick-up areas. Staff will be directly involved in the process of directing students and vehicles to ensure safe and effective operation of on-site traffic flow. Staff members will be available to monitor the student drop-off and pick-up operations. Drop-off and pick-up will function with five (5) vehicles loading into the drop-off/pick-up area. The vehicles will then stop, and all children in the 5 vehicles will unload while the vehicles are all stopped. The vehicles will then depart once all children have cleared the vehicular use area. The drive aisle to the north of the drop-off/pick-up area provides a bypass in the event that a car breaks down, someone needs to bypass drop-off/pick-up due to an emergency, etc. With the proposed conditions of approval the amendment and use the have any potential adverse effects are minimized.

**e. Design Minimizes Environmental Impact – *The proposed use and design minimizes environmental impacts, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment.***

**ENVIROMENTAL RESOURCE MANAGEMENT**

- ***Vegetation Protection:*** The subject site has been previously developed. The application request will have minimal impact to on-site native vegetation. Native vegetation within the proposed developed area consists of Live Oaks, Green Buttonwood and Sabal Palms.
- ***Wellfield Protection Zone:*** This property is not located within Wellfield Protection Zone.

- *Irrigation Conservation Concerns and Surface Water:* All new installations of automatic irrigation systems shall be equipped with a water sensing device that will automatically discontinue irrigation during periods of rainfall pursuant to the Palm Beach County Mandatory Year-Round Landscape Irrigation Conservation Measures Ordinance, Ordinance No. 2022-007. Any non stormwater discharge or the maintenance or use of a connection that results in a non stormwater discharge to the stormwater system is prohibited pursuant to Palm Beach County Stormwater Pollution Prevention Ordinance No. 93-15.
- *Environmental Impacts:* There are no significant environmental issues associated with this petition beyond compliance with ULDC requirements.
- f. **Development Patterns** – *The proposed amendment will result in a logical, orderly, and timely development pattern.*

The amendment will result in a logical, orderly and timely development pattern. Petitioner proposes to adaptively reuse a vacant space as a Charter School and to redevelop an underutilized parking to create outdoor play areas. The amendment does not impact the established landscape buffers, access, or main internal drive aisles. This application will not adversely impact local development patterns, timing or trends and responds to same by facilitating the provision of an additional educational opportunity within the existing development pattern. The request is consistent with infill development policies.

- g. **Adequate Public Facilities** – *The proposed amendment complies with Art. 2.F, Concurrency (Adequate Public Facility Standards).*

TRAFFIC DIVISION:

The Department of Engineering and Public Works Traffic Division provided comments throughout the review of this application.

This is an existing, active shopping center. The proposal is to convert part of the retail square footage into a Grade K-8 Private Educational Facility with a maximum of 585 student capacity. As compared to the already approved use on this site, this proposed modification in use of the development plan is expected to result in 131 fewer net daily trips, 517 additional net AM peak trips, and 38 fewer net PM peak hour trips. Overall, the new plan is expected to generate 14,564 net daily trips, 1,255 net AM peak hour trips, and 1,397 net PM peak hour trips. The build out of the project is assumed to be by 2026.

PBC Comprehensive Plan allows a 30% bonus on adopted Level of Service (LOS) for roadways and intersections for Schools. The addition of the proposed K-8 school in this shopping plaza will result in substantial increase in the AM peak hour traffic. By taking advantage of the bonus allowed for the adopted LOS for Schools, the project meets County Traffic Performance Standards. The change in use will result in fewer trips on a Daily basis and in the PM peak hour, when compared to the already approved use on the site.

Circulation plan for the School related traffic assumes all inbound traffic will use the existing westernmost driveway on Elmhurst Road and follow a queue along the western edge of the plaza behind the loading/unloading zone, traveling northbound and turning right at the northern end of the building to drop off/pick-up students. This queue space on the western edge of the shopping center will be converted to northbound one-way drive aisle and loading/unloading will be restricted to non-drop-off/pickup times only. Most of the School related traffic is assumed to leave the plaza using the existing second western-most driveway on Elmhurst Road.

A westbound right turn lane, covering the two westernmost driveways on Elmhurst Road, as well as an eastbound left turn lane at the westernmost in-only driveway on Elmhurst Road will be constructed to accommodate the extra traffic generated by the School.

In designing the School related traffic circulation plan, a very specific queuing pattern was used and it was assumed that all parents/students will follow this specific queuing plan for drop-off/pick-up. It should be noted that this School will in the midst of a big and busy Shopping Center. There are multiple access points to this plaza from Okeechobee Blvd, Military Trail, and Elmhurst Road. There are opportunities for parents/students to use any of the entry/exit locations of the plaza. If the specific School circulation plan is not adhered to, random parking, drop-off/pick-up and interaction of School and other Shopping Center related vehicular and pedestrian traffic may pose safety concerns.

**ADJACENT ROADWAY LEVEL OF SERVICE (AM PEAK)**

Traffic volumes are in vehicles per hour  
Segment: Elmhurst Rd from Haverhill Rd to Military Trail  
Existing count: Eastbound=446, Westbound=237  
Background growth: Eastbound=21, Westbound=11  
Project Trips: Eastbound=53, Westbound=109  
Total Traffic: Eastbound=520, Westbound=357  
Present laneage: 1 in each direction  
Assured laneage: 1 in each direction  
LOS "D" capacity: 880/1,144 (adopted/with Bonus for Schools)



Projected level of service: LOS D or better in both directions

LAND DEVELOPMENT:

The Department of Engineering and Public Works Land Development Division were provided this application for review. They provided comments throughout the review of this application. As this request is to modify an existing use in an established retail space, the existing drainage system will not be impacted and therefore no modifications shall be made to the system. The application was found to comply with the regulations and code requirements of the ULDC under the authority of the Land Development Divisions, subject to the amended condition of approval to plat the property prior to July 1, 2026.

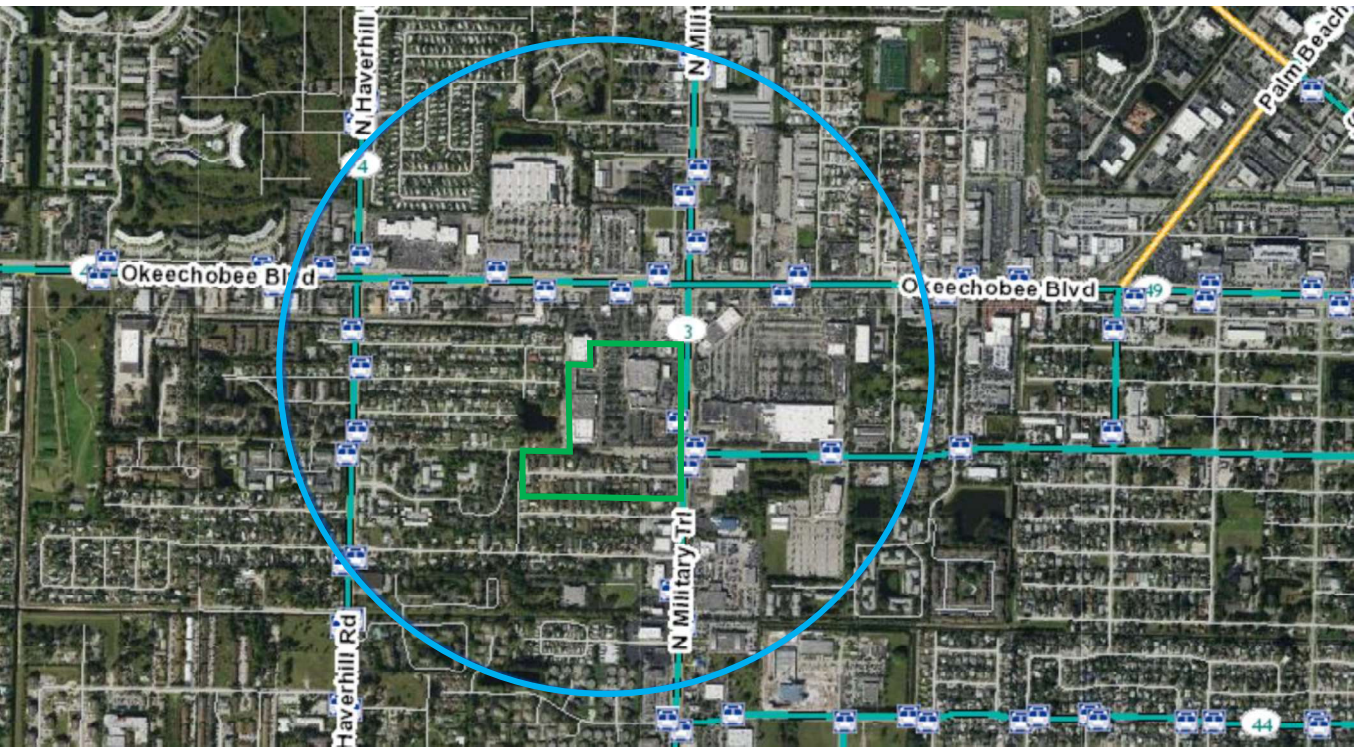
DRAINAGE DISTRICT:

Lake Worth Drainage District review Staff were provided this application for review. They provided comments on the location of the site to the existing L-1 canal. The subject site is located within the service boundaries of the Lake Worth Drainage District and South Florida Water Management District. The Applicant's Engineer state's, *"The Pine Trail Shopping Center was previously permitted in the late 1970's and currently has a stormwater drainage system. The existing stormwater system collects runoff of the 27.35 acre site via an interconnecting system of inlets and pipes to an onsite wet detention pond. Water quality and water quantity (flood attenuation) are both provided in this existing lake. The point of legal positive outfall is located near the southwest area of the site by existing 24" CMP outfall to LWDD 25' canal right-of-way per Knotty Pine Acres PB 27 PG 147 P.B.C records with a controlled discharge over an existing weir with crest elevation of 16.0 feet NGVD to the LWDD L-1 canal. The Site is located with the C-51 basin. The site currently meets the C-51 basin requirements.*

*The existing SFWMD Permit (#78-00240-S) will be modified to incorporate the proposed changes. In addition the site will modify the existing permits with Lake Worth Drainage District, FDOT, and Palm Beach County. Best Management Practices will also be implemented with regards to erosion control and pollution prevention during construction activities."*

MASS TRANSIT:

The Palm Tran Review Staff were provided this application for review. They provided no comments during the review or Staff Analysis for the Staff Report. There are several bus stops within a ½ mile of the subject development. Bus route 43 runs east-west along Okeechobee Boulevard; Bus routes 3 and 33 runs north south along Military Trail.



WATER AND WASTEWATER PROVIDER:

The Palm Beach County Water Utilities Review Staff were provided this application for review. They provided comments during the review in which the Applicant addressed. The subject site is within the service boundaries of PBCWUD and is currently connected to water and wastewater service with PBCWUD. The modification to the uses, to have a Charter School was reviewed and a Concurrency Reservation was approved by PBCWUD (Exhibit E.6).

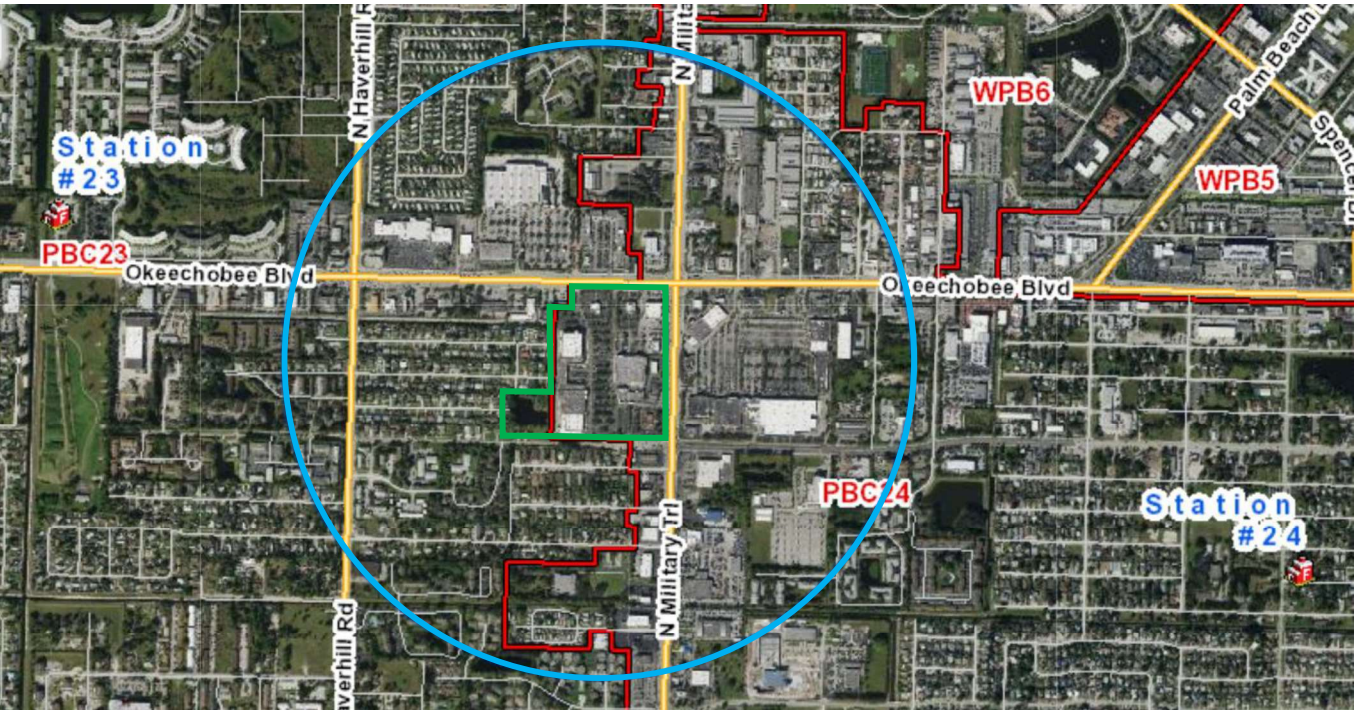
PALM BEACH COUNTY HEALTH DEPARTMENT:

The Health Department Review Staff were provided this application for review and have no comments.



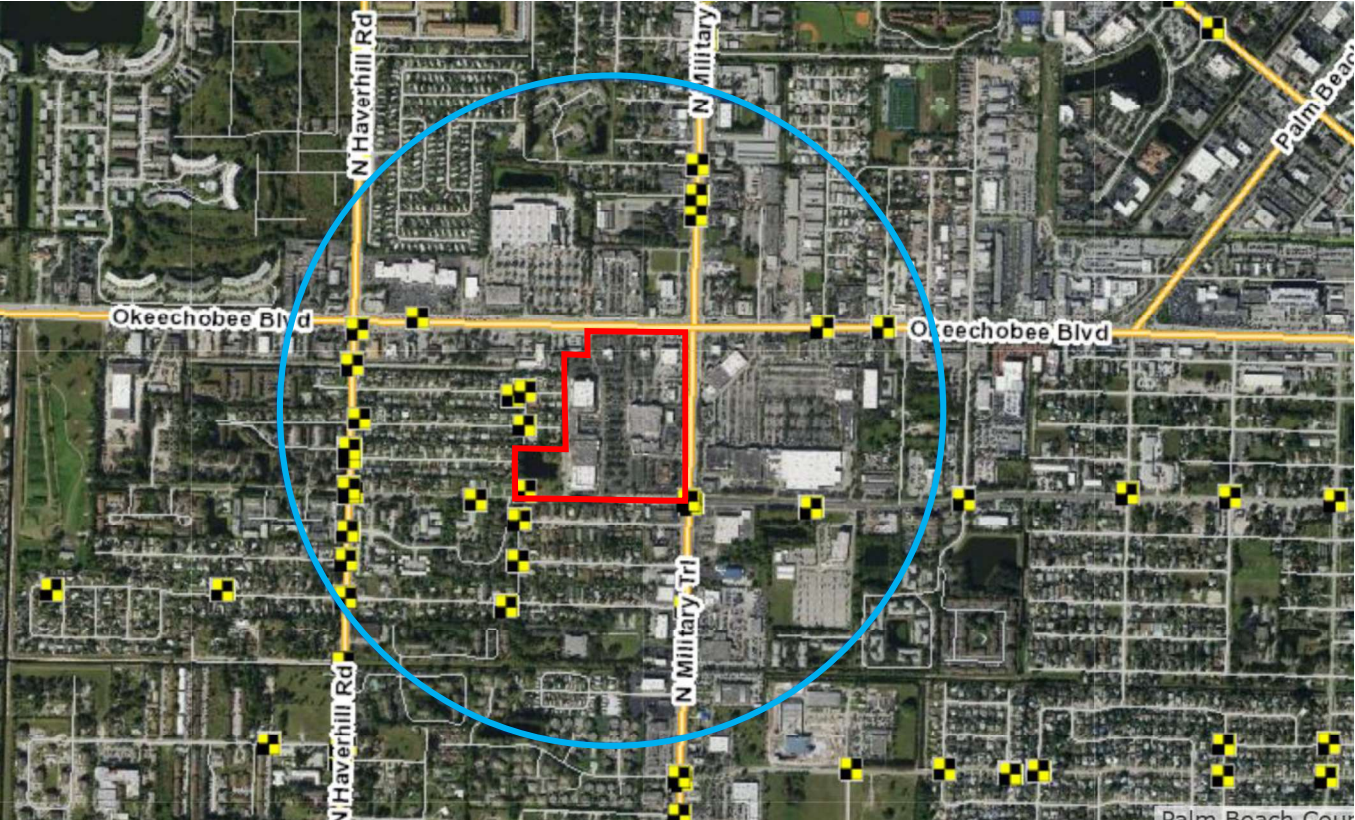
FIRE PROTECTION:

Fire Rescue Review Staff were provided this application for review. They provided comments during the review in which the Applicant addressed, and have no comments for the Staff Review and Analysis. The development is within the service boundary of Palm Beach County Fire Rescue Stations 23 and 24. In order to have a charter school at this location a change of use is required for the tenant bay proposed for the school. The development will be reviewed again at time of building permit for compliance with Fire Codes.



SCHOOL IMPACTS:

The PBC School District Review Staff were provided this application for review, and have no comments. The Bridge Prep Charter Acadmy of the Palm Beaches was previously located in Delray off of Happy Hollow Road, and was closed for FY2025, and. The school proposes to relocate to the subject Pine Trail Shopping Center. The Charter School had its Contract renewed by the School Board in September 2022 and the term of the charter runs from July 1, 2022 through June 30, 2027, and is pending an amendment to the Contract with the School Board at their June 2025 hearing for this proposed location. (Exhibit E.9) There are several public school bus stops within a half mile of the subject development. There are 4 stops directly adjacent to the site along Military Trail and Elmhurst Drive.



PARKS AND RECREATION:

The Parks and Recreation Department Review Staff were provided this application for review and have no comments. This is a non-residential application and therefore Park and Recreation Department ULDC standards do not apply.



- h. Changed Conditions or Circumstances** – *There are demonstrated changed site conditions or circumstances provided by the Applicant's Justification Statement that necessitate the amendment.*

The Applicant's Justification Statement indicates the following justification for their changed conditions of circumstances: *"There are changed conditions or circumstances that necessitate the Project. As the County's population has grown in the wake of the Coronavirus pandemic, there is a significant need for alternative educational opportunities to serve the growing number of students. The increased capacity at the Bridge Prep Charter School will help to meet this growing demand. As such, there are changed conditions or circumstances that necessitate the Project."*

## Exhibit C-1 - Conditions of Approval

---

### Development Order Amendment

#### ALL PETITIONS

1. Previous ALL PETITIONS Condition 1 of Resolution R-2016-413, Control No.1978-00273, which currently states:

All previous Conditions of Approval applicable to the subject property as contained in Resolution R-2006-0913 and Resolution R-2013-1758 (Control No. 1978-00273) have been consolidated as contained herein. The Property Owner/applicant shall comply with all previous conditions of approval and deadlines previously established by Article 2.E of the ULDC and the Board of County Commissioners unless expressly modified.

#### Is hereby amended to read:

All previous Conditions of Approval applicable to the subject property, as contained in Resolution R-2016-413 (Control 1978-00273), have been consolidated as contained herein. The Property Owner shall comply with all previous Conditions of Approval and deadlines previously established by Article 2.E of the Unified Land Development Code (ULDC) and the Board of County Commissioners, unless expressly modified. (ONGOING: MONITORING - Zoning)

2. Previous ALL PETITIONS Condition 2 of Resolution R-2016-413, Control No.1978-00273, which currently states:

The Approved Preliminary Site Plan is dated December 28, 2015. Modifications to the Development Order inconsistent with the Conditions of Approval, or changes to the uses or site design beyond the authority of the Development Review Officer as established in the Unified Land Development Code, must be approved by the Board of County Commissioners or the Zoning Commission.

#### Is hereby amended to read:

The approved Preliminary Site Plan is dated April 9, 2025. Modifications to the Development Order inconsistent with the Conditions of Approval, or changes to the uses or site design beyond the authority of the Development Review Officer as established in the Unified Land Development Code, must be approved by the Board of County Commissioners. (ONGOING: ZONING - Zoning)

#### ARCHITECTURAL REVIEW

1. At time of submittal for Final Approval by the Development Review Officer (DRO), the Architectural Elevations for the Type II Restaurant (Building 3) shall be submitted for review and approval by the Zoning Division. Architectural Elevations shall comply with the standards indicated in Article 5.C of the Unified Land Development Code (ULDC) and shall be generally consistent with the Architectural Elevations dated June 19, 2013. Development shall be consistent with the approved Architectural Elevations, the DRO approved Final Plan, all applicable Conditions of Approval, and all ULDC requirements. (DRO: ZONING - Zoning) [Note: COMPLETED] (Previous ARCHITECTURAL REVIEW Condition 1 of Resolution R-2016-413, Control No.1978-00273)

2. At time of submittal for Final Approval by the Development Review Officer (DRO), the Architectural Elevations for the General Retail use (Building 1) shall be submitted for review and approval by the Zoning Division. Architectural Elevations shall comply with the standards indicated in Article 5.C of the Unified Land Development Code (ULDC) and shall be generally consistent with the Architectural Elevations dated October 23, 2015. Development shall be consistent with the approved Architectural Elevations, the DRO approved Final Plan, all applicable Conditions of Approval, and all ULDC requirements. (ONGOING: ZONING - Zoning) [Note: COMPLETED] (Previous ARCHITECTURAL REVIEW Condition 2 of Resolution R-2016-413, Control No.1978-00273)

3. At time of submittal for Final Approval by the Development Review Officer (DRO), the Architectural Elevations for the Type II Restaurant (Building 2), shall be submitted for review and approval by the Zoning Division. Architectural Elevations shall comply with the standards indicated in Article 5.C of the Unified Land Development Code (ULDC) and shall be generally consistent with the Architectural Elevations dated October 23, 2015. Development shall be consistent with the approved Architectural Elevations, the DRO approved Final Plan, all applicable Conditions of Approval, and all ULDC requirements. (ONGOING: ZONING - Zoning) [Note: COMPLETED] (Previous ARCHITECTURAL REVIEW Condition 3 of Resolution R-2016-413, Control No.1978-00273)

4. At time of submittal for Final Approval by the Development Review Officer (DRO), the Architectural Elevations for the Type I Restaurant (Building 8) shall be submitted for review and approval by the Zoning Division. Architectural Elevations shall comply with the standards indicated in Article 5.C of the Unified



Land Development Code (ULDC) and shall be generally consistent with the Architectural Elevations dated October 23, 2015. Development shall be consistent with the approved Architectural Elevations, the DRO approved Final Plan, all applicable Conditions of Approval, and all ULDC requirements. (ONGOING: ZONING - Zoning) [Note: COMPLETED] (Previous ARCHITECTURAL REVIEW Condition 4 of Resolution R-2016-413, Control No.1978-00273)

**ENGINEERING**

1. Previous ENGINEERING Condition 1 of Resolution R-2016-413, Control No.1978-00273, which currently states:

Prior to October 31, 2017, the Property Owner shall combine the property into a single lot of record in accordance with provisions of Article 11 of the Unified Land Development Code.

**Is hereby amended to read:**

Prior to July 1, 2026 the Property Owner shall combine the property into a single lot of record in accordance with provisions of Article 11 of the Unified Land Development Code. (BLDG/PMT/DATE/ONGOING: MONITORING - Engineering)

2. The Property Owner shall provide a wheelchair ramp in the curb when constructing the curb and sidewalk at the south-east corner of Military Trail and Okeechobee Boulevard. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 2 of Resolution R-2016-413, Control No.1978-00273)

3. The Property Owner shall place Restrictive Covenant on the property to insure auto facility will post signs and stripe the sidewalk on their entrance by September 1, or prior to building permit of sales office, whichever is first. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 3 of Resolution R-2016-413, Control No.1978-00273)

4. The Property Owner shall construct sidewalks and curb gutters along Military Trail and Okeechobee Boulevard. (ONGOING/VEG/PMT: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 4 of Resolution R-2016-413, Control No.1978-00273)

5. The Property Owner shall convey the twenty-five (25) foot safe corner to the County at the intersection of Military Trail and Okeechobee Boulevard. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 5 of Resolution R-2016-413, Control No.1978-00273)

6. Property Owner shall construct sidewalk along Military Trail. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 6 of Resolution R-2016-413, Control No.1978-00273)

7. Within ninety (90) days off Special Exception approval, Property Owner shall convey to Palm Beach County forty (40) feet from existing centerline for Elmhurst Road right-of-way. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 7 of Resolution R-2016-413, Control No.1978-00273)

8. Within ninety (90) days off Special Exception approval, Property Owner shall convey to Palm Beach County an additional seven (7) feet of right-of-way, and further reserve a maximum of another nine (9) feet for the ultimate right-off-way for Military Trail, as approved by the County Engineer. The petitioner has agreed to waive compensation for the reserved right-of-way area and any improvements thereon. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 8 of Resolution R-2016-413, Control No.1978-00273)

9. Property Owner shall construct Elmhurst Road from Military Trail westerly to the west property line to County Standards. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 9 of Resolution R-2016-413, Control No.1978-00273)

10. Property Owner shall construct an additional travel lane for both eastbound and westbound traffic on Okeechobee Boulevard from Military Trail to west property line. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 10 of Resolution R-2016-413, Control No.1978-00273)

11. Property Owner shall extend right turn lane, east approach, at the intersection of Okeechobee Boulevard and Military Trail easterly to the intersection with Zip Code Place. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 11 of Resolution R-2016-413, Control No.1978-00273)

12. Property Owner shall reconstruct and lengthen left turn lane, south approach, at the intersection of Military Trail and Elmhurst Road. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 12 of Resolution R-2016-413, Control No.1978-00273)

13. Property Owner shall construct left turn lane, east approach, at intersection of Okeechobee Boulevard and west driveway entrance. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 13 of Resolution R-2016-413, Control No.1978-00273)

14. Unless prevented by factors beyond the control of the Property Owner, the construction of Elmhurst Road, as noted in Engineering Conditions 6 and 9, shall proceed simultaneously with the construction of the proposed shopping center and shall be completed prior to the issuance of any Certificate of Occupancy. (CO: MONITORING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 14 of Resolution R-2016-413, Control No.1978-00273)

15. Prior to issuance of a building permit, the Property Owner shall convey a temporary roadway construction easement along Elmhurst Road to Palm Beach County. Construction by the applicant within this easement shall conform to all Palm Beach County Standards and Codes. The location, legal sketches and the dedication documents shall be approved by the County Engineer prior to final acceptance. (BLDGPMT: MONITORING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 15 of Resolution R-2016-413, Control No.1978-00273)

16. In order to comply with the mandatory Traffic Performance Standards, the Property Owner shall be restricted to the following phasing schedule:

a. Building Permits for the proposed 4,222 sq. ft. bank shall not be issued after January 1, 2008. A time extension for this condition may be approved by the County Engineer based upon an approved Traffic Study, which complies with Mandatory Traffic Performance Standards in place at the time of the request. This extension request shall be made pursuant to the requirements of Article 2, Section E of the Unified Land Development Code. (BLDGPMT/DATE: MONITORING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 16 of Resolution R-2016-413, Control No.1978-00273)

17. Previous ENGINEERING Condition 17 of Resolution R-2016-413, Control No.1978-00273, which currently states:

In order to comply with the mandatory Traffic Performance Standards, the Property Owner shall be restricted to the following phasing schedule:

a. No Building Permits for the site may be issued after December 31, 2020. A time extension for this condition may be approved by the County Engineer based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request. This extension request shall be made pursuant to the requirements of Art. 2.E of the Unified Land Development Code. (BLDGPMT/DATE: MONITORING - Engineering)

**Is hereby deleted.** [REASON: Replaced by a revised formatted condition.]

18. Landscape Within the Median of Okeechobee Boulevard

a. The Property Owner shall design, install and perpetually maintain the median landscaping within the median of all abutting rights of way of both Okeechobee Boulevard and Military Trail. This landscaping and irrigation shall strictly conform to the specifications and standards for the County's Only Trees, Irrigation, and Sod (OTIS) program. Additional landscaping beyond OTIS requires Board of County Commissioners approval. Median landscaping installed by the Property Owner shall be perpetually maintained by the Property Owner, his successors and assigns, without recourse to Palm Beach County, unless the Property Owner provides payment for maintenance as set forth in Paragraph d below. (ONGOING: MONITORING - Engineering) [Note: COMPLETED]

b. The necessary permit(s) for this landscaping and irrigation shall be applied for prior to the issuance of the first building permit. (BLDGPMT: MONITORING - Engineering) [Note: COMPLETED]

c. All installation of the landscaping and irrigation shall be completed prior to the issuance of the first certificate of occupancy. (CO: MONITORING - Engineering) [Note: COMPLETED]

d. At the Property Owner's option, when and if the County is ready to install OTIS on the surrounding medians of this roadway adjacent to the Property Owner installed landscaping, payment for the maintenance may be provided to the County. The payment shall be in the amount and manner that complies with the schedule for such payments that exists on the date payment is made. Once payment has been provided, Palm Beach County shall assume the maintenance responsibility for the OTIS landscaping and irrigation that has been installed by the Property Owner. The Property Owner shall first be required to correct any deficiencies in the landscaping and irrigation. This option is not available to medians with additional landscaping beyond OTIS standards, unless those medians are first brought into conformance with OTIS standards by the Property Owner. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED]

e. Alternately, at the option of the Property Owner, and prior to the issuance of a Building Permit, the Property Owner may make a contribution to the County's Only Trees Irrigation and Sod, OTIS program, unincorporated thoroughfare beatification program. This payment, for the County's installation of landscaping and irrigation on qualifying thoroughfares shall be based on the project's front footage along both Okeechobee Boulevard and Military Trail. This payment shall be in the amount and manner that complies with the schedule for such payments as it currently exists or as it may from time to time be amended. (BLDGPM: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 18 of Resolution R-2016-413, Control No.1978-00273)

19. Prior to recordation of the plat, the Property Owner shall obtain a release for the right of way reservation for Military Trail. (PLAT: MONITORING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 19 of Resolution R-2016-413, Control No.1978-00273)

20. Prior to December 31, 2016, the Property Owner shall obtain a removal agreement for the sign in the southeast corner of the property in FDOT right of way. (DATE: MONITORING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 20 of Resolution R-2016-413, Control No.1978-00273)

21. Prior to December 31, 2016, the Property Owner shall obtain a removal agreement for the wall along the south project limits where the wall encroaches into the County's right of way. (DATE: MONITORING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 21 of Resolution R-2016-413, Control No.1978-00273)

22. The Property Owner shall provide to the Palm Beach County Right of Way Acquisition Section of Roadway Production Division a road right of way deed and all associated documents as required by the County Engineer for Elmhurst Road, additional right of way along the south property, as approved by the County Engineer and as shown on the Site Plan.

All right of way deed(s) and associated documents shall be provided and approved when requested by the County Engineer. Right of way conveyance shall be along the entire frontage and shall be free and clear of all encroachments and encumbrances. Property Owner shall provide Palm Beach County with sufficient documentation acceptable to the Right of Way Acquisition Section to ensure that the property is free of all encumbrances and encroachments, including a topographic survey. The Property Owner must warrant that the property being conveyed to Palm Beach County meets all appropriate and applicable environmental agency requirements. In the event of a determination of contamination which requires remediation or clean up on the property now owned by the Property Owner, the Property Owner agrees to hold the County harmless and shall be responsible for all costs of such clean up, including but not limited to, all applicable permit fees, engineering or other expert witness fees including attorney's fees as well as the actual cost of the clean up. Thoroughfare Plan Road right of way conveyances shall be consistent with Palm Beach County's Thoroughfare Right of Way Identification Map and shall include, where appropriate as determined by the County Engineer, additional right of way for Expanded Intersections and Corner Clips. The Property Owner shall not record these required deeds or related documents. Palm Beach County will prepare a tax pro-ration. A check, made payable to the Tax Collector's Office, shall be submitted by the Property Owner for the pro-rated taxes. After final acceptance, Palm Beach County shall record all appropriate deeds and documents. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 22 of Resolution R-2016-413, Control No.1978-00273)

23. The Property Owner shall provide to the Florida Department of Transportation (FDOT), a road right of way deed and all associated documents as required by FDOT for Okeechobee Boulevard and Military Trail, additional right of way along the north and east property lines, as approved by the County Engineer and as shown on the Site Plan on an alignment approved by the FDOT or County Engineer.

All right of way deed(s) and associated documents shall be provided and approved when requested by the County Engineer. Right of way conveyance shall be along the project's entire frontage and shall be free and clear of all encumbrances and encroachments. Property Owner shall provide FDOT with sufficient documentation, including, at a minimum, sketch and legal description of the area to be conveyed, copy of the site plan, a Phase I Environmental Site Assessment, status of property taxes, statement from Tax Collector of delinquent and pro-rata daily taxes, full owner name(s) of area to be conveyed, and one of the following: title report, attorney's opinion of title, title commitment or title insurance policy, or as otherwise required and acceptable to FDOT. The Property Owner must warrant that the property being conveyed to FDOT meets all appropriate and applicable environmental agency requirements. In the event of a determination of contamination which requires remediation or clean up on the property now owned by the Property Owner, the Property Owner agrees to hold the County and FDOT harmless and shall be responsible for all costs of such clean up, including but not limited to, all applicable permit fees, engineering or other expert witness fees including attorney's fees as well as the actual cost of the clean up. Thoroughfare Plan Road right of way conveyances shall be consistent with Palm Beach County's Thoroughfare Right of Way Identification Map and shall include where appropriate, as determined by the County Engineer, additional right of way for Expanded Intersections and Corner Clips. The Property Owner shall coordinate conveyance of right of way directly with FDOT and shall provide evidence to Palm

Beach County Land Development Division once conveyance has been completed. (ONGOING: ENGINEERING - Engineering) [Note: COMPLETED] (Previous ENGINEERING Condition 23 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - GENERAL-STANDARD**

1. Prior to issuance of the Certificate of Occupancy for the fitness center, (Building 9) all dead, missing or damaged plant materials in the entire shopping center shall be replaced. Landscape shall be installed pursuant to planting plans prepared by Winston Lee & Associates, Inc. dated April 16, 2002. (CO: ZONING - Zoning) [Note: COMPLETED] (Previous LANDSCAPE - GENERAL Condition 1 of Resolution R-2016-413, Control No.1978-00273)
2. All cabbage palms of desirable size and condition shall be relocated and used as landscape material for this project. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 2 of Resolution R-2016-413, Control No.1978-00273)
3. All oak trees and specimen trees located in areas where parking spaces can be eliminated shall be preserved in place. Those trees of too large a size to be moved and which are located in proposed driveways and building sites, however, may be removed upon approval of the Urban Forester. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 3 of Resolution R-2016-413, Control No.1978-00273)
4. Pine trees located within proposed median strips five (5) feet or wider, exclusive of required parking overhang areas, shall be preserved in place. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 4 of Resolution R-2016-413, Control No.1978-00273)
5. All palms required to be planted on the subject site shall meet the following minimum standards at installation:
  - a. palm heights: twelve (12) feet clear trunk;
  - b. clusters: staggered heights twelve (12) to eighteen (18) feet; and,
  - c. credit may be given for existing or relocated trees provided they meet Unified Land Development Code (ULDC) requirements. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 5 of Resolution R-2016-413, Control No.1978-00273)
6. All shrub or hedge materials required to be planted on the subject site shall be planted in continuous masses and in a meandering and naturalistic pattern, consisting of a minimum of two (2) to three (3) varying heights. Shrub materials shall be continuously maintained to achieve the following heights and hierarchical effect:
  - a. eighteen (18) to twenty-four (24) inches groundcover and small shrub;
  - b. twenty-four (24) to thirty-six (36) inches medium shrub; and
  - c. forty-eight (48) to seventy-two (72) inches large shrub. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 6 of Resolution R-2016-413, Control No.1978-00273)
7. Field adjustment of plant materials may be permitted to provide pedestrian sidewalks/bike paths and to accommodate transverse utility or drainage easements crossings. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 7 of Resolution R-2016-413, Control No.1978-00273)
8. All canopy trees to be planted within overhead utilities easement shall be consistent with FP&L's tree list suggested in the Plant the Right Tree in the Right Place" guidelines and pursuant to Section 7.3.E.12.a of the ULDC. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 8 of Resolution R-2016-413, Control No.1978-00273)
9. Fifty (50) percent of canopy trees to be planted in the perimeter landscape buffers shall meet the following minimum standards at installation:
  - a. Tree height: Fourteen (14) feet;
  - b. Credit may be given for existing or relocated trees provided they meet Unified Land Development Code (ULDC) requirements. (BLDGPM/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - GENERAL Condition 9 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - INTERIOR-GENERAL**

10. Landscaping along the interior driveway (western access point off Elmhurst Road) shall be upgraded to provide the following:
  - a. within the existing landscape medians (approximately the south 130 linear feet of the median), one (1) flowering tree or canopy tree for each twenty (20) linear feet of the median;
  - b. a continuous hedge between all trees within the islands where applicable. Shrub or hedge materials or groundcover shall be maintained at a maximum height of thirty (30) inches. (BLDG PMT/ONGOING:



ZONING - Zoning) (Previous LANDSCAPE - INTERIOR Condition 10 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - INTERIOR**

11. A divider median (for the Financial Institution Building 4 shall be provided between each adjacent drive-thru lane as follows:

- a. a minimum width of three (3) feet excluding curb. This median shall extend a minimum distance of five (5) feet beyond the east and west boundaries of the overhead canopy;
  - b. the east and west extensions of this median beyond the overhead canopy shall be planted with a palm having a minimum grey wood height of ten (10) feet and appropriate ground cover; and,
  - c. the remaining portions of this median lying beneath the overhead canopy shall be surfaced with brick, precast paving block, or other decorative paving surface.
- (BLDGPMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - INTERIOR Condition 11 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - INTERIOR-BUILDING 1**

12. In addition to the Code requirements, landscaping for the terminal island located at the intersection of Okeechobee Boulevard and Military Trail shall include:

- a. a minimum of two hundred thirty (230) ground cover plants; and
- b. a minimum of five (5) large shrubs. Large shrubs shall be used for accent plantings.

BLDG PMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - INTERIOR Condition 12 of Resolution R-2016-413, Control No.1978-00273)

13. In addition to the Code requirements, landscaping for the terminal islands located east and west of the east access point of Okeechobee Boulevard shall include the following planting for each island:

- a. a minimum of fifty-five (55) ground cover plants.

(BLDGPMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - INTERIOR Condition 13 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - INTERIOR-BUILDING 2**

14. In addition to the Code requirements, landscaping for the terminal island located at the northeast corner of parking lot of the Building 2 shall include:

- a. a minimum of one hundred forty-five (145) ground cover plants; and
- b. a minimum of three (3) large shrubs. Large shrubs shall be used for accent planting.

(BLDGPMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - INTERIOR Condition 14 of Resolution R-2016-413, Control No.1978-00273)

15. In addition to Code requirements, Landscaping for the terminal island located at the southeast corner of the parking lot for Building 2 shall include:

- a. a minimum of seventy-six (76) ground cover plants. (BLDGPMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - INTERIOR Condition 15 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - INTERIOR-BUILDING 8**

16. In addition to the Code requirements, Landscaping for the terminal island located at the intersection of Military Trail and Elmhurst Road (south parking area) shall include:

- a. a minimum of ninety (90) ground cover plants; and
- b. a minimum of three (3) large shrubs. Large shrubs shall be used for accent planting.

(BLDGPMT: ZONING - Zoning) (Previous LANDSCAPE - INTERIOR Condition 16 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - PERIMETER-STANDARD**

17. The Applicant shall provide a six (6) foot high privacy wall along the project's entire west property line prior to the issuance of any building permits. (BLDG PMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - PERIMETER Condition 17 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - PERIMETER-ALONG THE SOUTH PROPERTY LINE (FRONTAGE OF ELMHURST ROAD) AFFECTED AREA ONLY**

18. Landscaping and buffering along the south property line (affected portion only) shall be upgraded to include:

- a. a minimum of seven (7) foot wide landscape buffer strip pursuant to the Board of Adjustment approval (BA2003-00223);
- b. one (1) native canopy tree for each thirty (30) linear feet of the property line;
- c. one (1) palm or pine tree for each thirty (30) linear feet of the property line with a maximum spacing of sixty (60) feet between clusters; and,
- d. one (1) small shrub for each two (2) linear feet of the property line, and shall be planted on both sides of the existing wall. Shrub shall be a minimum height of eighteen (18) inches at installation.

(BLDGPMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - PERIMETER Condition 18 of Resolution R-2016-413, Control No.1978-00273)

**LANDSCAPE - PERIMETER-LANDSCAPING IN THE RIGHT-OF-WAY**

19. Landscaping for the planting areas in the right-of-way shall include:
- a. a total of one hundred twenty-five (125) ground cover plants for the intersection of Military Trail and Okeechobee Boulevard;
  - b. a total of two hundred and forty (240) ground cover plants for the intersection of Military Trail and Elmhurst Road;
  - c. a total of two hundred and sixty (260) ground cover plants for the area east of the ingress point of Elmhurst Road; and
  - d. A total of five hundred forty (540) ground cover plants for the area along Military Trail east of Building 8.
  - e. prior to issuance of building permits, the Property Owner shall obtain a written agreement from applicable Authority indicating shrub planting may occur in the right-of-way of Military Trail and Elmhurst. The Property Owner shall be exempt from this condition without additional public hearing approval if the Property Owner is not able to obtain consent from the applicable Authority of the right-of-ways. (BLDGPMT/ONGOING: ZONING - Zoning) (Previous LANDSCAPE - PERIMETER Condition 19 of Resolution R-2016-413, Control No.1978-00273)

**PALM TRAN**

1. Prior to Final Approval by the Development Review Officer, the existing bus shelter, along Military Trail shall be reviewed to determine if modifications can be made to address the Americans with Disabilities Act (ADA) requirements and any safety issues. (ONGOING: PALM-TRAN - Palm-Tran) (Previous PALM TRAN Condition 1 of Resolution R-2016-413, Control No.1978-00273)

**PLANNING**

1. Prior to final Development Review Officer (DRO) site plan approval, the site plan shall be revised to include notations indicating the existing or proposed/future location of sidewalks along Military Trail, Okeechobee Boulevard, and Elmhurst Road. In addition, the site plan shall include a pedestrian access connection from the fast food parcel in the southwest corner of the site to the existing or proposed/future sidewalk along Elmhurst Road. (DRO: PLANNING - Planning) [Note: COMPLETED] (Previous PLANNING Condition 1 of Resolution R-2016-413, Control No.1978-00273)

**SIGNS**

1. Prior to final DRO certification of the site plan, the four (4) freestanding multi-tenant (non-conforming) signs located on Okeechobee Boulevard and Military Trail shall be identified on the site plan as Signs A through D. (DRO: ZONING - Zoning) [Note: COMPLETED] (Previous SIGNS Condition 1 of Resolution R-2016-413, Control No.1978-00273)
2. Non-conforming signs A through D shall be allowed to be altered as indicated on the drawings prepared by SignCraft Schematics dated April 5, 2002. The existing bases and structural supports of the non-conforming signs shall be utilized. (ONGOING: BUILDING DIVISION - Zoning) (Previous SIGNS Condition 2 of Resolution R-2016-413, Control No.1978-00273)
3. Non-conforming signs A through D shall be limited to the advertising of a maximum number of twelve (12) tenants per sign. (BLDGPMT/ONGOING: BUILDING DIVISION - Zoning) (Previous SIGNS Condition 3 of Resolution R-2016-413, Control No.1978-00273)
4. Prior to final DRC certification of the site plan, the existing overall dimensions, sign face area, and heights of the four (4) freestanding non-conforming signs A through D shall be provided on the Master Sign Program (DRO: ZONING - Zoning) [Note: COMPLETED] (Previous SIGNS Condition 4 of Resolution R-2016-413, Control No.1978-00273)
5. Replacement, relocation or renovation of all other signs shall be in accordance with the ULDC. (BLDGPMT/ONGOING: BUILDING DIVISION - Zoning) (Previous SIGNS Condition 5 of Resolution R-2016-413, Control No.1978-00273)

**UTILITIES**

1. Previous UTILITIES Condition 1 of Resolution R-2006-913, Control No.1978-00273, which currently states:

If any relocations/modifications to the County's existing facilities are required that are a direct or indirect result of the development, the developer shall pay for the complete design and construction costs associated with these relocations/modifications. (ONGOING: PBC WATER UTILITIES - PBC Water Utilities)

**Is hereby deleted.** [REASON: Relocations of existing facilities addressed in WUD Plan Review process]

**COMPLIANCE**

1. In Granting this Approval, the Board of County Commissioners relied upon the oral and written representations of the Property Owner/Applicant both on the record and as part of the application process. Deviations from or violation of these representations shall cause the Approval to be presented to the Board of County Commissioners for review under the Compliance Condition of this Approval. (ONGOING: MONITORING - Zoning)

2. Failure to comply with any of the Conditions of Approval for the subject property at any time may result in:

- a. The Issuance of a Stop Work Order; the Issuance of a Cease and Desist Order; the Denial or Revocation of a Building Permit; the Denial or Revocation of a Certificate of Occupancy; the Denial of any other Permit, License or Approval to any developer, owner, lessee, or user of the subject property; the Revocation of any other permit, license or approval from any developer, owner, lessee, or user of the subject property; the Revocation of any concurrency; and/or
- b. The Revocation of the Official Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or any other zoning approval; and/or
- c. A requirement of the development to conform with the standards of the Unified Land Development Code at the time of the finding of non-compliance, or the addition or modification of conditions reasonably related to the failure to comply with existing Conditions of Approval; and/or
- d. Referral to Code Enforcement; and/or
- e. Imposition of entitlement density or intensity.

Staff may be directed by the Executive Director of PZ&B or the Code Enforcement Special Master to schedule a Status Report before the body which approved the Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or other zoning approval, in accordance with the provisions of Section 2.E of the ULDC, in response to any flagrant violation and/or continued violation of any Condition of Approval. (ONGOING: MONITORING - Zoning)

**DISCLOSURE**

1. All applicable state or federal permits shall be obtained before commencement of the development authorized by this Development Permit.

## Exhibit C-2 Conditions of Approval

---

### Class A Conditional Use – Charter School

#### ALL PETITIONS

1. The approved Preliminary Site Plan is dated April 9, 2025. Modifications to the Development Order inconsistent with the Conditions of Approval, or changes to the uses or site design beyond the authority of the Development Review Officer as established in the Unified Land Development Code, must be approved by the Board of County Commissioners. (ONGOING: ZONING - Zoning)

#### ENGINEERING

1. No Building Permits for the site may be issued after December 31, 2026. A time extension for this condition may be approved by the County Engineer based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request. This extension request shall be made pursuant to the requirements of Art. 2.E of the Unified Land Development Code. (DATE: MONITORING - Engineering)

2. The Property Owner shall construct i) left turn lane west approach on Elmhurst Road at the western-most project entrance ii) right turn lane east approach on Elmhurst Road at the western-most project entrance. The right turn lane shall also extend up to second western-most entrance on Elmhurst Road to the maximum extent feasible. This construction shall be concurrent with the paving and drainage improvements for the site. Any and all costs associated with the construction shall be paid by the Property Owner. These costs shall include, but are not limited to, utility relocations and acquisition of any additional required right-of-way.

a. Permits required from Palm Beach County for this construction shall be obtained prior to the issuance of the first building permit. (BLDGPMT: MONITORING - Engineering)

b. Construction shall be completed prior to the issuance of the Certificate of Occupancy for more than 188 students. (BLDGPMT/CO: MONITORING - Engineering)

3. The school dismissal shall be staggered with a minimum time interval of 30 minutes between grade level groups. (ONGOING: ENGINEERING - Engineering)

4. Loading and Unloading operations at the western drive aisle loading area, next to the school traffic queuing lane, shall be prohibited during school drop-off and pick-up periods. (ONGOING: ENGINEERING - Engineering)

5. Adequate school staff/other personnel shall be stationed at strategic points at drop-off/pick-up periods to implement the school circulation plan and ensure smooth and safe drop-off and pick-up. (ONGOING: ENGINEERING - Engineering)

#### LANDSCAPING

1. Prior to the issuance of a Certificate of Occupancy for more than 188 students, all dead and missing landscaping for the areas of the development used for the Charter School shall be installed/planted. This includes the perimeter landscape buffer along the west property line adjacent to the drop off queuing lane, foundation planting areas of Building 9A, and interior landscape islands and divider medians for the designated school parking and drop off spaces. (CO: ZONING – Zoning)

#### SIGNS

1. One traffic sign shall be located at the southwest corner of Building 9D adjacent to the entrance from Elmhurst Road to indicate loading hours. The sign shall clearly indicate that loading is prohibited between the hours of 45 minutes prior to the morning start time and 30 minutes after the afternoon dismissal of the school in Building 9A. (ONGOING: ZONING - Zoning)

2. Two traffic signs shall be located at the north end of the driveway west of Building 9 adjacent to the lift station to indicate "One-Way" subject to this condition. The sign shall clearly state "Do Not Enter except for Emergency and Authorized Vehicles Only". For the purposes of this condition, the term "Authorized Vehicles" means semi-trucks utilizing the loading bays 2 and 3 except between the hours of 45 minutes prior to the school morning start time and 30 minutes after the afternoon school dismissal of the school in Building 9A. (ONGOING: ZONING - Zoning)

#### SITE DESIGN

1. The queuing lane to the west of Building 9 shall not include bollards or any other similar divider element. Queuing lane may be identified by painting the pavement. (ONGOING: ZONING - Zoning)

2. Prior to the issuance of the Certificate of Occupancy of the Charter School, the parking area between the north of the lift station and the landscape island to the northwest of Building 9A, shall be marked with stripes and shall not be utilized for parking. (BLDGPMT/CO: ZONING - Zoning)



3. Dumpsters and trash compactors shall be located on those areas indicated on the approved Site Plan. (ONGOING: ZONING - Code Enforcement)
4. Prior to final approval by the Development Review Officer, a detail of the spaces that are designated and required to meet the minimum school parking calculation shall be provided on the Regulating Plan. (DRO: ZONING – Zoning)

**USE LIMITATIONS**

1. The Charter School in Building 9A shall be limited to a maximum of 585 students. (ONGOING: ZONING - Zoning)

**COMPLIANCE**

1. In Granting this Approval, the Board of County Commissioners relied upon the oral and written representations of the Property Owner/Applicant both on the record and as part of the application process. Deviations from or violation of these representations shall cause the Approval to be presented to the Board of County Commissioners for review under the Compliance Condition of this Approval. (ONGOING: MONITORING - Zoning)
2. Failure to comply with any of the Conditions of Approval for the subject property at any time may result in:
- a. The Issuance of a Stop Work Order; the Issuance of a Cease and Desist Order; the Denial or Revocation of a Building Permit; the Denial or Revocation of a Certificate of Occupancy; the Denial of any other Permit, License or Approval to any developer, owner, lessee, or user of the subject property; the Revocation of any other permit, license or approval from any developer, owner, lessee, or user of the subject property; the Revocation of any concurrency; and/or
  - b. The Revocation of the Official Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or any other zoning approval; and/or
  - c. A requirement of the development to conform with the standards of the Unified Land Development Code at the time of the finding of non-compliance, or the addition or modification of conditions reasonably related to the failure to comply with existing Conditions of Approval; and/or
  - d. Referral to Code Enforcement; and/or
  - e. Imposition of entitlement density or intensity.

Staff may be directed by the Executive Director of PZ&B or the Code Enforcement Special Master to schedule a Status Report before the body which approved the Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or other zoning approval, in accordance with the provisions of Section 2.E of the ULDC, in response to any flagrant violation and/or continued violation of any Condition of Approval. (ONGOING: MONITORING - Zoning)

**DISCLOSURE**

1. All applicable state or federal permits shall be obtained before commencement of the development authorized by this Development Permit.

Exhibit D - Project History

Application No.	Title & Request	Resolution	Decision	Approval Date
SE-1976-048	<b>Title:</b> Special Exception <b>Request:</b> to allow a Planned Commercial Development (PCD) including a Gasoline Service Station and an Automobile Sales Lot Facility	R-1976-0494	Adopted with Conditions	05/27/1976
SE-1976-155	<b>Title:</b> Special Exception <b>Request:</b> to allow an automobile Mechanical Repair Facility	R-1976-1029	Adopted with Conditions	10/26/1976
SE-1978-124	<b>Title:</b> Special Exception <b>Request:</b> to allow a Financial Institution with drive-up teller windows	R-1978-977	Adopted with Conditions	07/27/1978
Z/SE-1978-00273	<b>Title:</b> Official Zoning Map Amendment <b>Request:</b> to allow a rezoning from the Residential Multi-family (RM) Zoning District to the General Commercial (CG) Zoning District with a Special Exception (SE) for a large scale commercial shopping center, including an existing auto service station, a financial institution with drive-up teller windows and an auto service facility	R-1979-00087	Adopted With Conditions	12/28/1978
SE-1979-090	<b>Title:</b> Special Exception <b>Request:</b> to allow a drive-in Restaurant	R-1979-0605	Adopted with Conditions	04/26/1979
Z/SE1979-265	<b>Title:</b> Official Zoning Map Amendment <b>Request:</b> to allow a rezoning from the RH-Residential Multiple Family District (High Density) to the CG-General Commercial District	R-1979-1764	Adopted	11/29/1979
	<b>Title:</b> Special Exception <b>Request:</b> to allow a Private Utility Services and Structures as an accessory use to the Previously approved Zoning Petition 78-273 (Pine Trail Center)	R-1979-1765	Adopted with Conditions	11/29/1979
DOA-1976-48(B)	<b>Title:</b> Special Exception <b>Request:</b> to amend the site plan for a Planned Commercial Development, including a Gasoline Service Station and an Automobile Sales Lot, Previously approved under Zoning Petition No. 76-48 on May 27, 1976 (Resolution No R-79-494, adopted 6/8/1976) to 1) increase the total building square footage, 2) relocate the gasoline pump island facilities; and 3) permit a car wash	R-1989-608	Adopted with Conditions	01/04/1988
SR-1976-048(B)	<b>Title:</b> Status Report <b>Request:</b> to revoke the Special Exception to amend the site plan for a Planned Commercial Development, including a Gasoline Service Station and an Automobile Sales Lot, Previously approved under Zoning Petition No. 76-48 on May 27, 1976 (Resolution No R-79-494, adopted 6/8/1976) to 1) increase the total building square footage, 2) relocate the gasoline pump island facilities; and 3) permit a car wash	R-1991-1222	Adopted	09/10/1991
DOA-1976-48C	<b>Title:</b> Development Order Amendment <b>Request:</b> to amend a convenience store and gas station to increase square footage	R-1993-1024	Adopted with Conditions	08/30/1993
DOA-1976-048C	<b>Title:</b> Corrective Resolution <b>Request:</b> to correct the legal description in R-1993-1024	R-1994-1677	Adopted	12/05/1994
DOA-1978-00273	<b>Title:</b> Development Order Amendment <b>Request:</b> to allow a fitness center in excess of 15,000 ft (NOTE: this request consolidated Conditions from Petitions 1976-048; 1976-155; 1978-124; 1979-90 and 1979-265)	R-2002-00836	Adopted With Conditions	05/23/2002
DOA-1978-00273	<b>Title:</b> Development Order Amendment <b>Request:</b> to reconfigure site plan, add square footage and to allow a fast food restaurant	R-2004-00148	Adopted With Conditions	03/15/2004
DOA/R-2005-01727	<b>Title:</b> a Development Order Amendment <b>Request:</b> to re-designate land uses.	R-2006-00913	Adopted With Conditions	05/25/2006
	<b>Title:</b> a Requested Use <b>Request:</b> to allow a financial institution	R-2006-00914	Adopted With Conditions	05/25/2006
ZV-2011-00932	<b>Title:</b> a Type II Zoning Variance <b>Request:</b> to allow an increase in square footage for wall signage along the north facade.	ZR-2011-00027	Adopted With Conditions	11/03/2011

Application No.	Title & Request	Resolution	Decision	Approval Date
DOA-2013-01606	<b>Title:</b> a Development Order Amendment <b>Request:</b> to reconfigure the Site Plan and to add square footage.	R-2013-01758	Adopted with Conditions	12/05/2013
ZV/ABN/DOA-2015-01225	<b>Title:</b> a Type II Variance Request <b>Request:</b> to allow a reduction in width and hedge material for Right of Way landscape buffers.	ZR-2016-00016	Adopted With Conditions	03/04/2016
	<b>Title:</b> a Development Order Abandonment <b>Request:</b> to abandon the Gasoline Service and Auto Sales granted under Resolution Number R-1976-0494.	R-2016-00412	Adopted	03/24/2016
	<b>Title:</b> Development Order Amendment <b>Request:</b> to reconfigure the site plan; add an access point (Elmhurst Road) and delete access points (Military Trail and Okeechobee Boulevard); add and delete square footage; and, modify Conditions of Approval (Engineering).	R-2016-00413	Adopted With Conditions	03/24/2016
W-2022-01656	<b>Title:</b> a Type 2 Waiver <b>Request:</b> to extend the hours of operation for an Indoor Entertainment use in Building 9C within 250 feet of a parcel of land with a residential use on 28.06 acres	R-2024-00120	Adopted With Conditions	01/25/2024

**Exhibit E-1 - Preliminary Site Plan**

---





**Exhibit E-2 - Preliminary Regulating Plan**

---

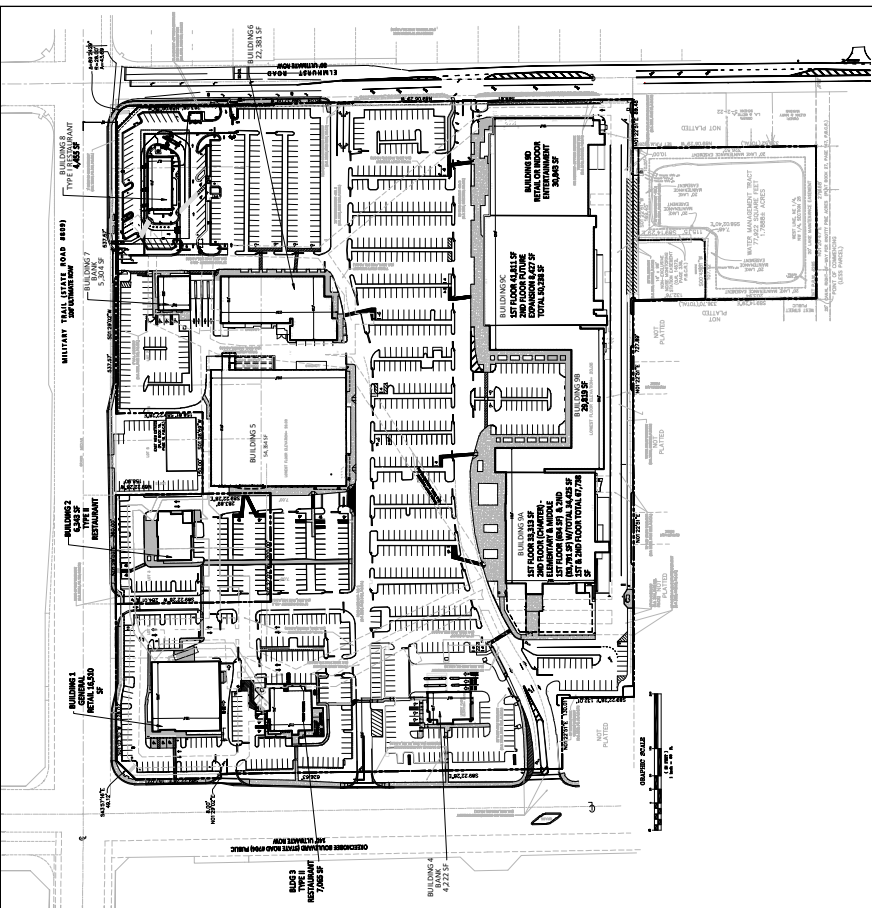






**Exhibit E-3 - Preliminary Master Sign Plan**

---



NAME OF APPLICATION	PINE TRAIL SHOPPING CENTER
CONTROL # (PETITION NO.)	1978-00273
APPLICATION NUMBER	DOA/CA2024-01972

## ZONING STAMPS

## AMENDMENTS



# NORTH

# KEY SITE MAP

Master Site Plan for Fire Station within Universal Precinct (UP) South County, West Palm Beach												
Bldg #	Site Name	Type	Footprint (sq ft)	Area (sq ft)	Volume (cu ft)	Height (ft)	Volume (cu ft)	Volume (cu ft)	Volume (cu ft)	Volume (cu ft)	Volume (cu ft)	Volume (cu ft)
1	UP-1	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
2	UP-2	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
3	UP-3	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
4	UP-4	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
5	UP-5	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
6	UP-6	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
7	UP-7	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
8	UP-8	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
9	UP-9	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
10	UP-10	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
11	UP-11	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
12	UP-12	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
13	UP-13	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
14	UP-14	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
15	UP-15	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
16	UP-16	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
17	UP-17	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
18	UP-18	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
19	UP-19	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
20	UP-20	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
21	UP-21	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
22	UP-22	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
23	UP-23	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
24	UP-24	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
25	UP-25	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
26	UP-26	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
27	UP-27	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
28	UP-28	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
29	UP-29	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
30	UP-30	South	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
31	UP-31	East	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
32	UP-32	West	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
33	UP-33	North	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
34	UP-34	South	1500	1500								

Road	Frontage Length	Maximum Number of Allowable Freestanding Signs	Number of Existing Freestanding Signs	Number of Removable Allowable Freestanding Signs	Unused Remaining Freestanding Signs (200 SF / Freestanding Sign)
Oberholser Boulevard	4'-786"	3	2	1	200
Military Trail	4'-1,240"	3	2	1	200
Elmhurst Road	4'-940"	3	0	3	600
<b>TOTAL</b>		<b>9</b>	<b>4</b>	<b>5</b>	<b>1000</b>

### Unused Remaining Freestanding Signs SF Transferred to Building Signs Through Alternative Sign Plan

Freestanding Signs SF Not Transferred to Building Signs Through the Alternative Sign Plan and Unused and Remaining

### Table 8.G.2.A - Freestanding Sign Standards

	URB Tier		AGR Tier		Exurban, Rural, and Glades
Maximum Number Per Project	3 (1)	2 (2)			
Minimum Sign Area (per linear ft of frontage)	1.0 sq. ft.	0.75 sq. ft.			1 (with minimum 150 ft. frontage)
Minimum Sign Area (per individual lot)	200 sq. ft.	150 sq. ft.			0.5 sq. ft.
Minimum Signage (3)	25	10			100 sq. ft.
Minimum Signage (4)	15	10			15 ft.

*Source: [Ord. 2006-002] [Ord. 2006-002] [Ord. 2014-013]*

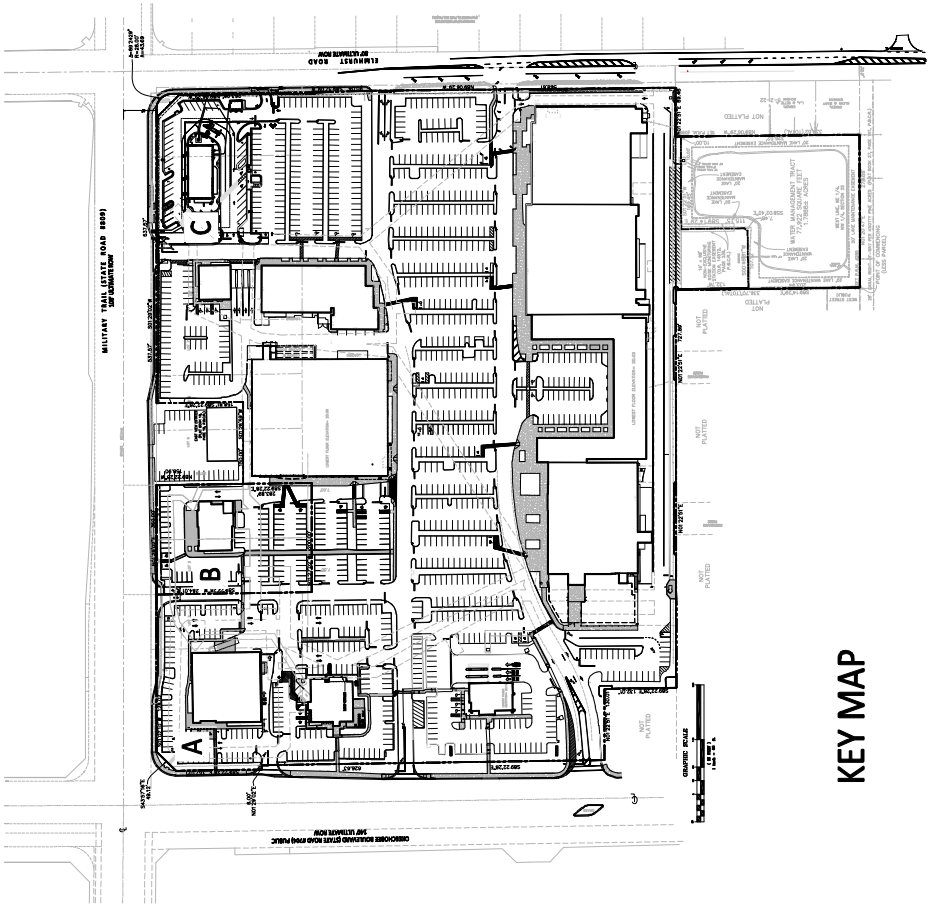
1. Number per frontage based on the frontage of the entire project or development. (1 sign per 200' or, at less, 2 signs per 100' of frontage.)

2. Number per frontage based on the frontage of the entire project or development. (1 sign per 200' or, at less, 2 signs per 100' of frontage.)

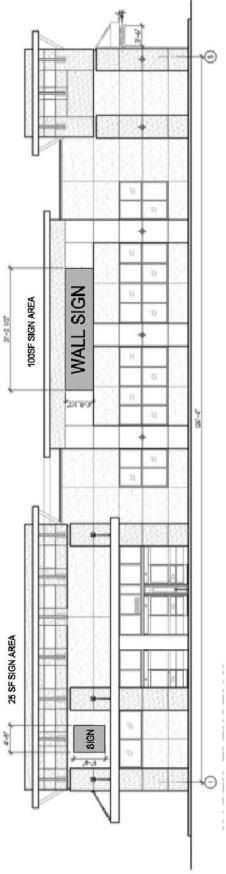
3. Front-facing signs shall have a minimum setback of 75 feet from a residential zoning district.

4. Front-facing signs shall have a minimum setback of 75 feet from a residential zoning district.

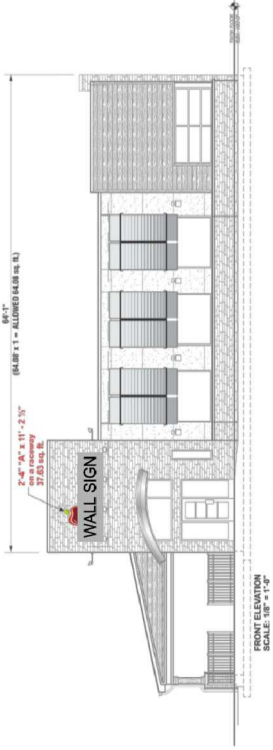
Revisions	
11/20/24 SUBMITTAL	
01/27/25 RESUBMITTAL	
02/24/25 RESUBMITTAL	
03/09/25 RESUBMITTAL	
04/09/25 RESUBMITTAL	
Scale:	Date
1"=60'-0"	02/09/25
Drawn by	Check by
85-0083.18	03/09/25
Sheet No.	
DOCA-2024-01972	
Proj. Mgr.	DES
Approved	1 of 1
Author	JMF



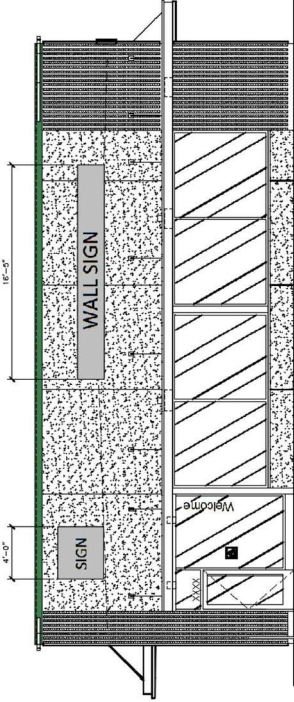
KEY MAP



Ⓐ BUILDING 1 RETAIL - FRONT ELEVATION



Ⓑ BUILDING 2 TYPE II RESTAURANT  
FRONT ELEVATION



Ⓒ BUILDING 8 TYPE I RESTAURANT  
FRONT ELEVATION

NAME OF APPLICATION  
CONTROL # (PETITION NO.)  
APPLICATION NUMBER

PINE TRAIL SHOPPING CENTER  
1978-00273  
DOACA-2024-01972

AMENDMENTS

ZONING STAMPS



NORTH

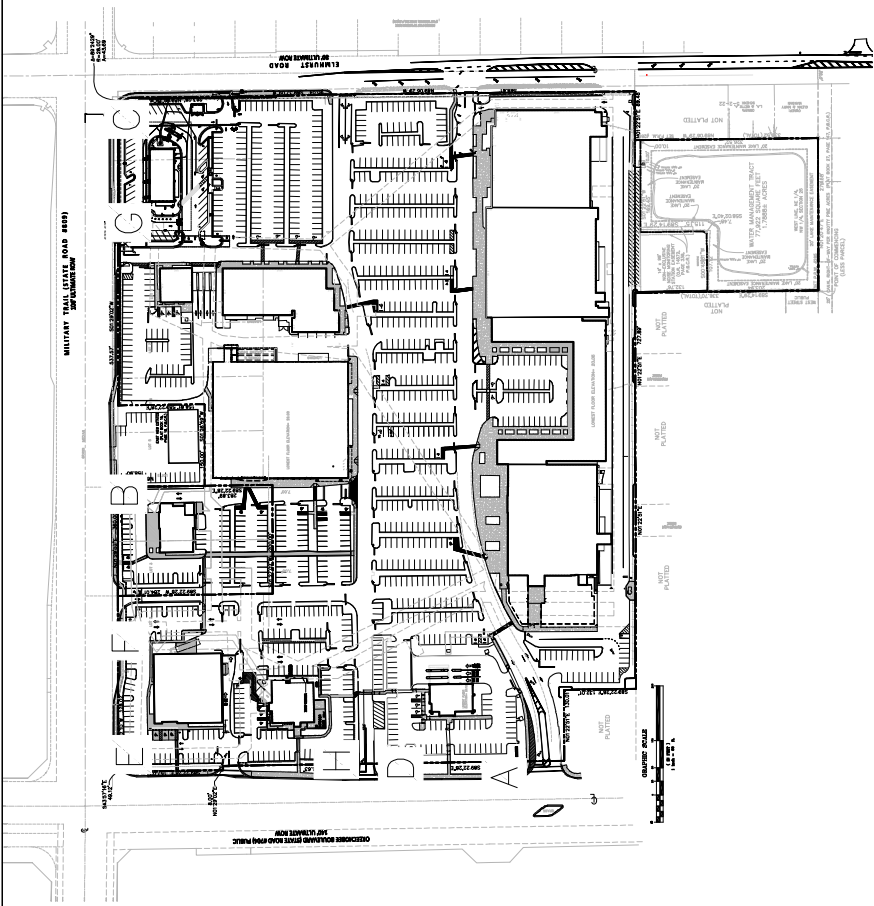
EXISTING MONUMENT SIGNS TO REMAIN

PINE TRAIL SHOPPING CENTER

Phase:  
PRELIMINARY  
SIGNAGE PLAN

Revisions	11/17/24 SUBMITTAL
12/29/24 SUBMITTAL	
01/27/25 RESUBMITTAL	
03/24/25 RESUBMITTAL	
04/09/25 RESUBMITTAL	

SCALE:	Date
1"=60'-0"	02/02/25
Drawn by	Check by
33-0083-18	02/02/25
Drawn by	Sheet No.
AND	
Proj. Mgr.	PMS-3
Appr. by	URS
JMF	1 of 1



NORTH

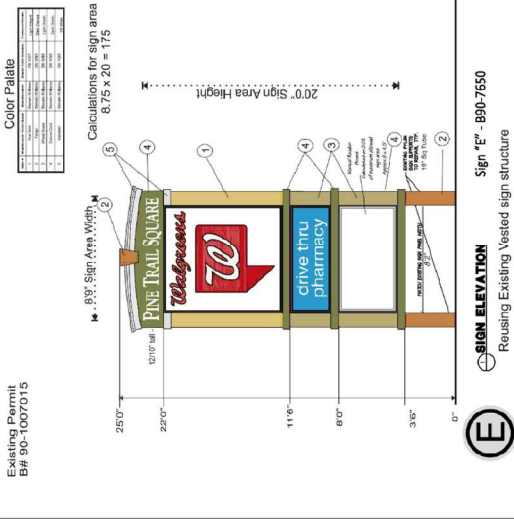
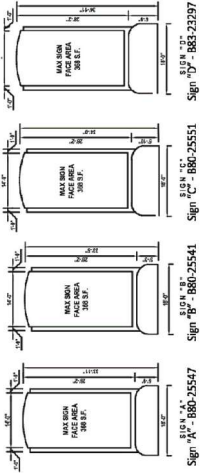
NAME OF APPLICATION  
PINE TRAIL SHOPPING CENTER  
PROJECT NO. 33-0083-18  
APPLICATION NUMBER  
DOA/CA-2024-01872

AMENDMENTS

ZONING STAMPS

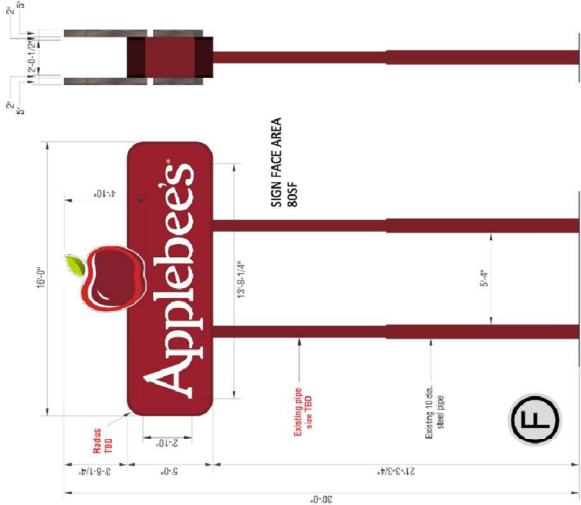


Sign "H" - B97-030299



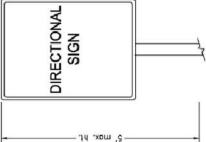
Sign "G" - B80-23327

Sign "F" - B80-34409



Sign "F" - B80-34409

\*SIGN EXEMPT FROM PERMITTING  
PERSUASION TO LOC SECTION 8.8.2.A  
MAXIMUM MOUNTING HEIGHT 5'  
CANNOT EXCEED 8' 0" IN AREA



ON-SITE DIRECTIONAL SIGN

- EXISTING PERMITS
- o Sign "A" - B80-25547
  - o Sign "B" - B80-25541
  - o Sign "C" - B80-25551
  - o Sign "D" - B83-23297
  - o Sign "E" - B90-7650
  - o Sign "F" - B80-34409
  - o Sign "G" - B80-23327
  - o Sign "H" - B97-030299



**Exhibit E-4 - Previously Approved Site Plan**

---



**Exhibit E-4 - Disclosure**

---



DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY

[TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) FOR EACH APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDER]

TO: PALM BEACH COUNTY PLANNING, ZONING AND BUILDING EXECUTIVE DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Joe Carosella, hereinafter referred to as “Affiant,” who being by me first duly sworn, under oath, deposes and states as follows:

- 1. Affiant is the [ ] individual or [x] President of RPG Holdings, Inc. [position - e.g., president, partner, trustee] of RPG Holdings, Inc. [name and type of entity - e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit “A” (the “Property”). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with Palm Beach County. \* As Managing Member of Pine Trail Investors, LLC, as Managing Member of Pine Trail Square, LLC
- 2. Affiant’s address is: 101 Plaza Real South, Suite 200  
Boca Raton, FL 33432
- 3. Attached hereto as Exhibit “B” is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
- 4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County in its review of application for Comprehensive Plan amendment or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.
- 5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.
- 6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.



7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Joe Carosella  
Joe Carosella, Affiant  
(Print Affiant Name)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of November, 2024 by Joe Carosella (name of person acknowledging). He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did did not take an oath (circle correct response).

Michele Burns  
(Name - type, stamp or print clearly)

Michele Burns  
(Signature)

My Commission Expires on: 10/30/27



**EXHIBIT "A"****PROPERTY**

RECORD LEGAL DESCRIPTION PER (FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 10825355, DATED OCTOBER 15, 2022 AT 8:00 AM):

**PARCEL 1 (FEE SIMPLE)**

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PALM BEACH COUNTY CONCRETE MONUMENT MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 25; THENCE RUN SOUTH 00 DEGREES 43 MINUTES 36 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25 AND THE CENTERLINE OF MILITARY TRAIL (A 120 FOOT ROAD RIGHT OF WAY), A DISTANCE OF 70.01 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 253.04 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00 DEGREES 43 MINUTES 36 SECONDS WEST, A DISTANCE OF 155.02 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF LOT 1 OF EASTVIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 18, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 52 MINUTES 06 SECONDS EAST, ALONG SAID SOUTH LINE OF THE NORTH 40 FEET OF LOT 1, 193.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MILITARY TRAIL; THENCE SOUTH 00 DEGREES 43 MINUTES 36 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 160.00 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF SAID EASTVIEW ESTATES PLAT; THENCE SOUTH 89 DEGREES 52 MINUTES 7 SECONDS WEST ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 284.03 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 200 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 125.01 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 33 SECONDS WEST ALONG A LINE 118 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF LOTS 5 AND 6, A DISTANCE OF 150.00 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF LOT 6 OF SAID EASTVIEW ESTATES; THENCE SOUTH 89 DEGREES 52 MINUTES 06 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 7.00 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE SOUTH LINE OF LOT 7, OF SAID EASTVIEW ESTATES; THENCE NORTH 89 DEGREES 52 MINUTES 07 SECONDS EAST, ALONG SAID SOUTH LINE OF LOT 7, A DISTANCE OF 7.00 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 33 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF LOT 9 OF SAID EASTVIEW ESTATES; THENCE SOUTH 89 DEGREES 52 MINUTES 06 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 118.01 FEET TO THE WEST LINE OF SAID PLAT OF EASTVIEW ESTATES; THENCE SOUTH 00 DEGREES 41 MINUTES 36 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 315.99 FEET TO A POINT ON THE NORTHERLY ULTIMATE RIGHT OF WAY LINE OF ELMHURST ROAD; SAID ULTIMATE RIGHT OF WAY LINE LYING 40.00 FEET NORTHERLY OF THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 51 MINUTES 55 SECONDS WEST, ALONG SAID ULTIMATE RIGHT OF WAY LINE OF ELMHURST ROAD, A DISTANCE OF 672.93 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 37 MINUTES 25 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 89.48 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 129.48 FEET OF THE SOUTH 258.96 FEET OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 51 MINUTES 55 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 336.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25; THENCE NORTH 00 DEGREES 35 MINUTES 21 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 279.68 FEET; THENCE SOUTH 89

EXHIBIT “B”

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
Pine Trail Square, LLC; 101 Plaza Real S, Suite 200; Boca Raton, FL 33432; 100% Owned By:	
Pine Trail Investors, LLC; 101 Plaza Real S, Suite 200; Boca Raton, FL 33432; 100% Owned By:	
Joe Carosella; 101 Plaza Real S, Suite 200; Boca Raton, FL 33432	100%

**Exhibit E-6 - Drainage Statement**

---





241 Commercial Blvd.  
Lauderdale-By-The-Sea, FL 33308

954.522.1004  
www.flynnengineering.com

DRAINAGE STATEMENT  
Pine Trail Square  
(Pine Trail Shopping Center)  
BridgePrep Academy Phase II  
DOA/CA-2024-01792

The subject property is currently developed as a shopping center. An existing vacant office space is planned to be redeveloped with BridgePrep Academy (K-8) Charter School. A new outdoor playground area is planned to be constructed within an area of existing surface parking lot adjacent to the vacant office space building and Skechers. The parking lot in front of the vacant office building and adjacent to the existing Skechers is planned for renovation to upgrade the existing lot. No existing retention areas or wetlands will be disturbed as a result of this project.

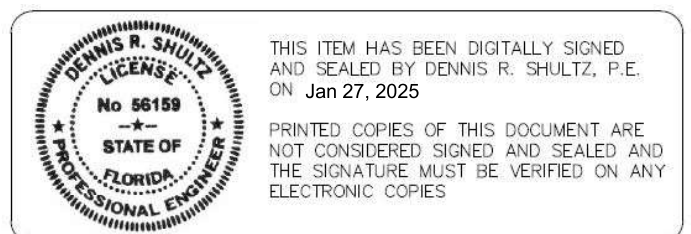
The Pine Trail Shopping Center was previously permitted in the late 1970's and currently has a stormwater drainage system. The existing stormwater system collects runoff of the 27.35 acre site via an interconnecting system of inlets and pipes to an onsite wet detention pond. Water quality and water quantity (flood attenuation) are both provided in this existing lake. The point of legal positive outfall is located near the southwest area of the site by existing 24" CMP outfall to LWDD 25' canal right-of-way per Knotty Pine Acres PB 27 PG 147 P.B.C records with a controlled discharge over an existing weir with crest elevation of 16.0 feet NGVD to the LWDD L-1 canal. The Site is located with the C-51 basin. The site currently meets the C-51 basin requirements.

The existing SFWMD Permit (#78-00240-S) will be modified to incorporate the proposed changes. In addition the site will modify the existing permits with Lake Worth Drainage District, FDOT, and Palm Beach County. Best Management Practices will also be implemented with regards to erosion control and pollution prevention during construction activities.

As detailed above, the BridgePrep Academy redevelopment will not impact the existing drainage capacity of the site and no adverse impacts will occur to off-site properties.

---

Dennis Shultz, P.E.  
PE#56159  
EB#6578



**Exhibit E-7 - Utility Letter**

---



Letter for  
Concurrency Reservation

To: Zoning Division  
PBC Planning, Zoning, & Building Department

From: Ebony M. Foreman, Director  
Finance and Administration  
PBC Water Utilities Department

Date: December 18, 2024 Control # 00248

Re: PZ&B Application #: W-2022-01656  
Project Name – Pine Trail Square

The Palm Beach County Water Utilities Department is willing and able to provide the following utility service(s) to the property identified below, and will reserve the indicated utility capacity, in Equivalent Residential Connections (ERCs), for a period not to exceed five (5) years from the date of this letter:

Service Type	Capacity (in ERCs)
Potable Water	10.40
Wastewater	10.40
Reclaimed Water	N/A

An Equivalent Residential Connection represents a system capacity equivalency unit that corresponds to the peak design demand of the 5/8 x 3/4 inch meter sub-category of customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees and designing the capacity of capital facilities.

The above capacity is reserved for the following property:

00-42-43-25-02-000-0061, 00-42-43-25-02-000-0090, 00-42-43-25-02-000-0081,  
00-42-43-25-02-000-0052, 00-42-43-25-00-000-3110, 00-42-43-25-02-000-0010

Before the five (5) year period expires, the Developer must pay all Service Initiation Fees and connect to the Department’s facilities, or for projects greater than 18.3 ERCs, enter into a Standard or Non-Standard Development Agreement to maintain this capacity reservation. This memorandum does not represent a contract for service, and the Developer remains obligated to meet all of the requirements of the Water Utilities Department prior to obtaining utility service.

Approved By: Ebony Foreman  
Director of Finance & Administration

Date: 18-Dec-24

|

## Exhibit E-8 - Traffic Operations Plan

---



# Bowman

---

## BridgePrep Academy Traffic Operations Plan

---

**Palm Beach County, Florida**

Bowman Project No. 312465-01-001

*Prepared for:*

**Pine Trail Square, LLC  
101 Plaza Real South, Suite 200  
Boca Raton, FL 33432**

*January 24, 2025*

[bowman.com](https://bowman.com)

# BridgePrep Academy

## Traffic Operations Plan

Palm Beach County, FL

Prepared for:

**Pine Trail Square, LLC**

101 Plaza Real South, Suite 200  
Boca Raton, FL 33432

Prepared by:

**Bowman Consulting Group, Ltd.**

2090 Palm Beach Lakes Blvd, Suite 400  
West Palm Beach, FL 33409  
561.840.8650

---

**Natalia T. Lercari, P.E.**  
**Professional Engineer**  
**License No. 68205**

**State of Florida, Board of Professional Engineers**

**January 24, 2025**

TABLE OF CONTENTS

Introduction..... 1

School Schedule..... 1

Driveway Access Connections..... 2

School Faculty and Staff Parking Area ..... 2

Vehicular Pick-up and Drop-off Circulation and Operations..... 2

Pedestrian and Bicycle Operations..... 3

School Dismissal Operations..... 3

Parental Responsibilities..... 4

LIST OF FIGURES

Figure 1 Inbound Traffic Circulation Plan..... 5

Figure 2 Outbound Traffic Circulation Plan..... 5

LIST OF TABLES

Table 1 Projected Student Population ..... 1

Table 2 Maximum Required Queue Length ..... 3

APPENDICES

APPENDIX A Site Plan

# Traffic Operations Plan

## Introduction

Bowman Consulting Group, Ltd. (Bowman) has prepared a Traffic Operations Plan (TOP) for the BridgePrep Academy, to be located within the Pine Trail Square shopping center at the southwest corner of Okeechobee Boulevard and Military Trail, in Palm Beach County, Florida. The entire second floor of Building 9A (northwest corner of shopping center) currently includes 34,425 square feet of office space that will be modified to accommodate the BridgePrep Academy. The school is projecting a maximum enrollment of 585 students in Grades K through 8, in August 2026. This TOP has been prepared to address the proposed school arrival and dismissal schedule, driveway access connections, vehicular pick-up/drop-off circulation, pedestrian and bicycle operations, and parental responsibilities.

## School Schedule

The proposed arrival and dismissal times, which will occur Monday through Friday when school is in session (no weekend activities are provided at the school), will be based on the following schedule:

### Arrival

Grades K through 8: 8:00 AM bell time

### Dismissal

- Grades K through 3: 3:00 PM bell time
- Grades 4 through 8: 3:30 PM bell time

Before care will be provided starting at 6:30 AM and after care will be provided until 6:00 PM. Enrichments, clubs, and athletic dismissals are separate from school dismissal. Students not enrolled in these programs may not wait for their sibling, who would be enrolled in these programs, to be dismissed and must be picked up at their regular dismissal time. The school provides a “holding room” for students in Kindergarten through Grade 3 who have a sibling in Grades 4 through 8 so that pick-up of these students can occur together.

Table 1 Projected Student Population

As the school’s educational program develops during the growth of the student population, the school reserves the right to alter the school times to best serve the academic and curricular needs of its students. The hours are not expected to vary significantly, but instructional hours may be increased to support the academic needs of the school community, while maintaining staggered arrival/dismissal times. The school is projecting a maximum enrollment of 585 students in Grades K through 8 in August 2026, as summarized in **Table 1**.

Grade	Buildout - Number of Students
K	80
1	80
2	80
3	80
4	88
5	48
6	48
7	48
8	33
Total	585

### **Driveway Access Connections**

The school will be located within the Pine Trail Square shopping center, which connects to Okeechobee Boulevard, Military Trail, and Elmhurst Road through several driveway connections. Access to and from the school for faculty and staff, and parents/guests during non drop-off and pick-up periods, could be through any of the driveway connections to the shopping center. Specifically for student drop-off and pick-up periods, inbound traffic to the school is proposed via the westernmost driveway connection to the shopping center along Elmhurst Road. Outbound traffic from the school during drop-off and pick-up periods could occur from any of the driveway connections to the shopping center. An exclusive eastbound left turn lane and an exclusive westbound right turn lane are proposed at the westernmost driveway connection to the shopping center from Elmhurst Road.

### **School Faculty and Staff Parking Area**

A school faculty and staff parking lot will be provided on the north side of the school. Faculty and staff will arrive at the school before the student drop-off period and will leave the school after the student pick-up periods, thus will not affect the circulation of the school during those periods.

### **Vehicular Pick-up and Drop-off Circulation and Operations**

There will be no school bus operations. During the pick-up/drop-off periods, traffic will enter through the westernmost driveway along Elmhurst Road and travel northbound along the west side of the drive isle until they reach the northwest corner of the school building. The west side of the drive isle will allow for school northbound traffic only and will be separated from the two-way drive isle that currently exists for loading/unloading by using pavement markings. Once vehicles reach the northwest corner of the school building, vehicles will turn right and travel east until they reach the northeast corner of the school building, which is where student drop-off and pick-up will occur. To exit the school, the vehicles will maneuver through the shopping center and proceed to any driveway within the shopping center to exit the center.

During drop-off and pick-up periods, an assisted loading and unloading approach will be utilized. School staff will be positioned at key locations within the designated drop-off and pick-up areas. Staff will be directly involved in the process of directing students and vehicles to ensure safe and effective operation of on-site traffic flow. Staff members will be available to monitor the student drop-off and pick-up operations.

### **Available Vehicular Queue Stacking Area**

The east/west queuing area along the north side of the school building will be reconfigured to include two rows for queue stacking. These two rows would converge into a single lane and exit the school area through any driveway within the shopping center. The total available stacking for vehicles during drop-off and pick-up will be 1,100 feet. Assuming a distance of 22 feet per vehicle per coordination with Palm Beach County, this can accommodate 50 vehicles.



Expected Vehicular Queues

Grades K through 3 with 320 students will dismiss at 3:00 PM and Grades 4 through 8 with 265 students will dismiss at 3:30 PM. A queue rate of 0.166 vehicles per student was applied based on information provided by Palm Beach County Traffic Engineering for surrogate school sites.

Based on US Census data for Palm Beach County, Table S0201, approximately six (6) percent of occupied housing units do not have a vehicle. Therefore, the number of students was reduced by six (6) percent to account for only students being driven to school. Further, based on information provided by BridgePrep, approximately 20 percent of students stay in aftercare, and another 10 percent of students participate in after school activities/sports. Therefore, the number of students at dismissal was reduced by 36 percent to account for students walking/biking, students staying for aftercare, or students participating in after school activities. A maximum required queue of 34 vehicles was calculated for Grades K through 3, and a maximum required queue of 28 vehicles was calculated for Grades 4 through 8, as summarized in **Table 2**. This is lower than the available queue stacking of 50 vehicles. Therefore, sufficient stacking area is proposed to accommodate the anticipated school vehicular queues.

**Table 2 Maximum Required Queue Length**

Grades	Dismissal Time	Total Number of Students	Number of Students for Pick-Up <sup>(1)</sup>	Queue Rate (veh/student)	Max Required Queue (veh)	Queue Length Required (ft)
Buildout - August 2026						
Grades K-3	3:00 PM	320	205	0.166	34	748
Grades 4-8	3:30 PM	265	170	0.166	28	616

(1) The number of students for pick-up does not include student walkers/bikers or students staying in aftercare/after school activities.

**Pedestrian and Bicycle Operations**

Students who walk or ride their bicycle from school will be required to sign out with the teacher on duty and leave the campus within five minutes of the dismissal bell. All students walking or riding bicycles must have an authorization form signed by a parent/guardian on file in the school office and a current “Walker Pass”. Bicycle racks will be provided along the side of the school building.

**School Dismissal Operations**

At dismissal, students in Kindergarten through Grade 3 will dismiss at 3:00 PM and students in Grades 4 through 8 will dismiss at 3:30 PM. The school provides a “holding room” for students in Kindergarten through Grade 3 who have a sibling in Grades 4 through 8 so that pick-up of these students can occur together. During orientation, parents will be provided with a tag that will be displayed on their vehicle with the student’s name, grade, and homeroom teacher name to help facilitate pick-up and expedite the process. The tags will be color coded for the different dismissal times. Parents will only be allowed to enter the queue for pick-up at their designated dismissal time to minimize any overlap of vehicles between the dismissal periods. School faculty and staff will use walkie talkies to identify the students ready for pick up to expedite dismissal.

**Parental Responsibilities**

Parents of students will be provided with information regarding the rules and regulations of the school, which includes instructions on compliance with the school’s traffic operations plan as it relates to patterns and timeframes and procedures of arrival and dismissal of students. This information will also be posted on the school’s website. The following items will be included:

- Parents will be provided with a tag that will be displayed on their vehicle with the student’s name, grade, and homeroom teacher name. The tags will be color coded for the different dismissal times.
- Only individuals listed on the Emergency Contact Card will be allowed to pick-up students from school. Valid photo identification will be required of all individuals picking up students.
- All parents must remain inside their vehicles at dismissal time. Parents will not be allowed to walk up to the car line. The safety of every student, not speed, is the goal of dismissal.
- Parents will be requested not to play loud music, text, or talk on a cellular phone while in the pick-up line as it endangers students and staff.
- Parents will be required to adhere to all traffic regulations and laws in and around the school area; to watch for, and yield to, children/pedestrians and bicycles at driveway entrances and exits and throughout the area.

**Figure 1** and **Figure 2** graphically depict the inbound and outbound school traffic circulation plans, respectively.

Figure 1 Inbound Traffic Circulation Plan

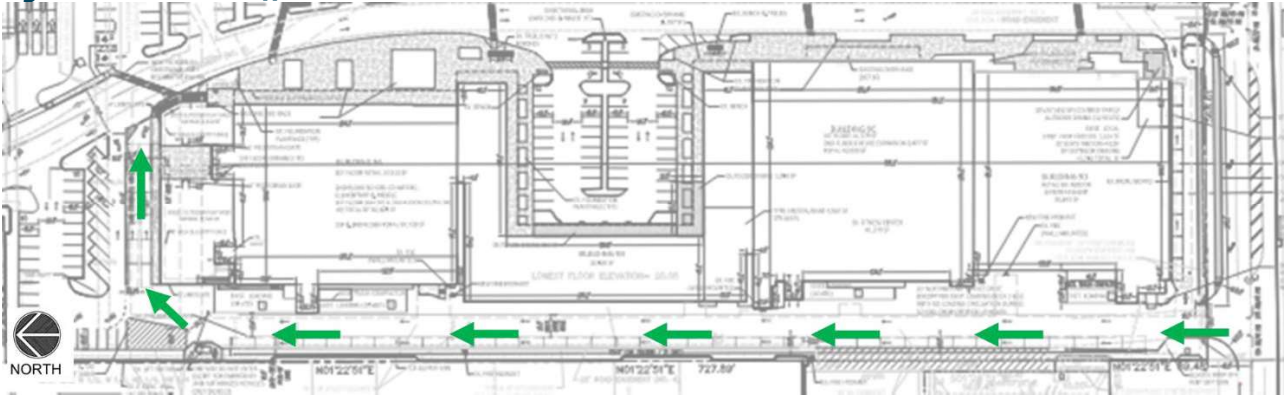
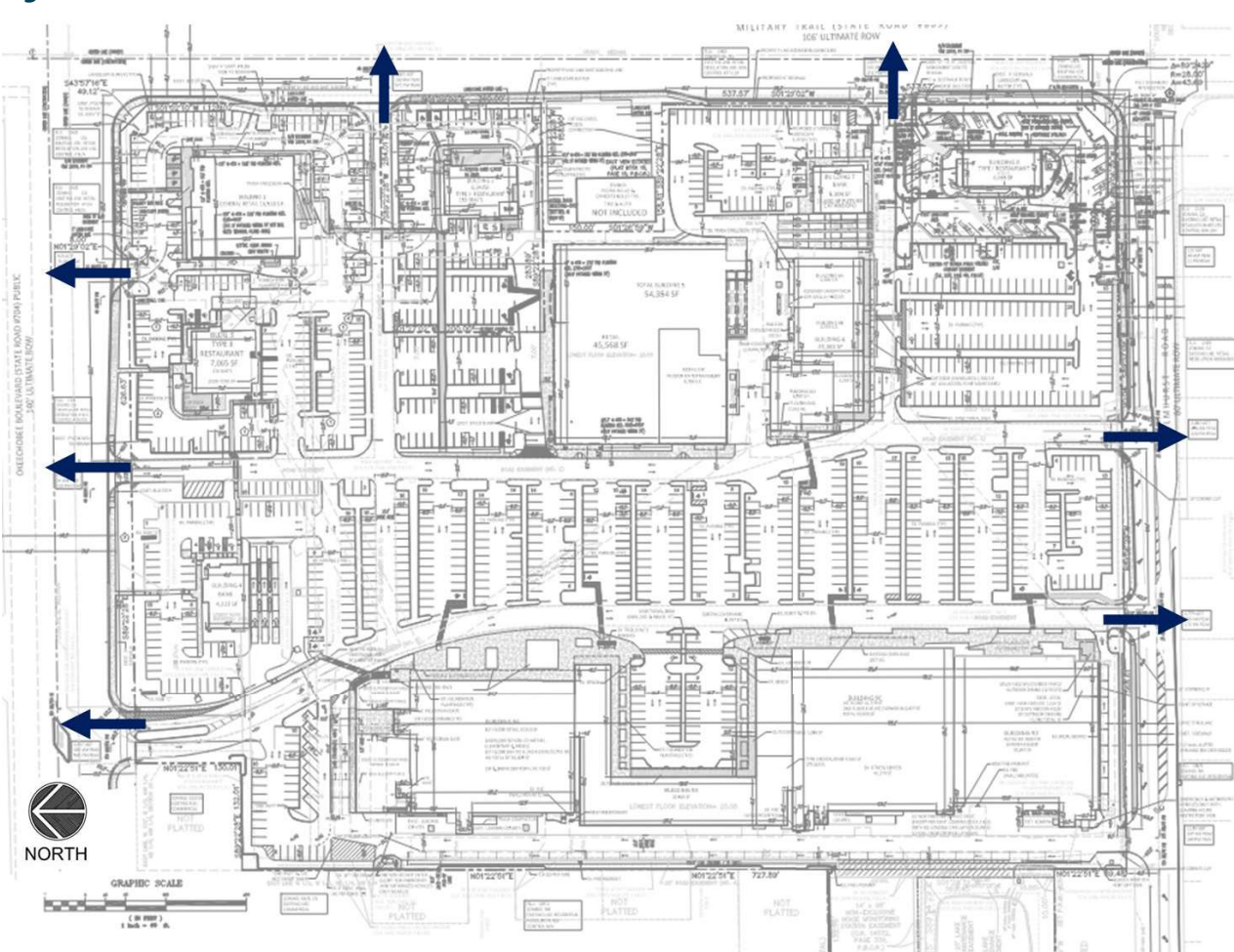


Figure 2 Outbound Traffic Circulation Plan



# Appendix A

## Site Plan







**Exhibit E-9 – School Board Charter Agreement**

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

**THIS CHARTER** entered into as of the 8<sup>th</sup> day of September, 2022 by and between

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a body corporate operating  
and existing under the Laws of the State of Florida

and

**BRIDGE PREP CHARTER ACADEMY OF PALM BEACH, INC.**  
**(on behalf of BRIDGEPREP ACADEMY OF PALM BEACH (MSID 4102))**

9085 Happy Hollow Rd., Delray Beach, Florida 33446

a non-profit organization

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
BRIDGE PREP CHARTER ACADEMY OF PALM BEACH, INC. on behalf of BRIDGEPREP  
ACADEMY OF PALM BEACH  
RENEWAL CHARTER SCHOOL CONTRACT

Table of Contents

Definitions

Section 1 . . .

[Table of Contents to be completed after negotiations, before final document is submitted for execution]

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
BRIDGE PREP CHARTER ACADEMY OF PALM BEACH INC. d/b/a  
RENEWAL CHARTER SCHOOL CONTRACT

**THIS RENEWAL CHARTER SCHOOL CONTRACT** is executed by and between the Palm Beach County School Board ["School Board" or "Sponsor"] and **BRIDGE PREP CHARTER ACADEMY OF PALM BEACH, INC.**, a Florida not-for-profit organization under Chapter 617, Florida Statutes, on behalf of BRIDGEPREP ACADEMY OF PALM BEACH, a public charter school ["School"], pursuant to Section 1002.33, Florida Statutes, as now or hereafter amended.

**WHEREAS**, the Sponsor has the authority pursuant to section 1002.33, Florida Statutes, to grant to a non-for-profit organization a charter to operate a charter elementary/middle/high school within the School District; and

**WHEREAS**, the School is a Florida not-for-profit organization and desires to operate a charter school within the Palm Beach County, Florida School District ("District") for the purposes set forth in section 1002.33, Florida Statutes, and in the School's Charter School Application, which is attached hereto as **Appendix 1** and incorporated herein by reference; and

**WHEREAS**, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school agreement; and

**WHEREAS**, the School has established the mission of the charter school as: to foster a nurturing and rigorous academic environment that embraces the Spanish culture and language, incorporates innovative technology, and promotes civic responsibility that will prepare students to become lifelong learners and productive citizens in our society.

**WHEREAS**, it is the intent of the parties that this Charter School Contract shall serve as the Charter for the operation of the School.

**NOW, THEREFORE**, in consideration of the mutual covenants and terms set forth herein, which the parties agree are true and correct recitals, the parties agree as follows:

**Definitions**

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

*Application* shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board.

*Governing Board* shall mean the governing board or body of the School.

*Charter* shall mean this charter entered into between the School and the Sponsor.

*County* shall mean Palm Beach County, Florida.

*District* shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

*FDOE* shall mean the Florida Department of Education.

*High-Stakes Review* shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

*School* shall mean Bridge Prep Charter Academy of Palm Beach, Inc. d/b/a BridgePrep Academy of Palm Beach (contracting party/legal entity and dba).

*Sponsor* shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

*State* shall mean the State of Florida.

*Superintendent* shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

### **Section 1 – General Provisions**

This Charter is hereby authorized and granted to the School as of the            day of September, 2022, in accordance with and subject to the provisions of section 1002.33, Florida Statutes, applicable State Board of Education rules relating to charter schools, the School Board's Charter Schools Policy (currently Policy 2.57), and the terms and conditions of this Charter.

The above recitations of facts set forth in the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Charter.

- A. Application is approved. The Application (including any supplementation through additional materials submitted and accepted by the Sponsor and/or statements made by the applicant during the interview) was approved by the Sponsor on June 1, 2016. A copy of the Application is attached hereto as **Appendix 1** and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control. All attached appendices are incorporated herein and made a part of this Contract.
- B. Term of Charter.



1. **Effective Date.** This Charter shall become effective on the date it is approved by the both parties.
2. **Term.** The term of this Charter shall be five (5) years commencing on July 1, 2022 and ending on June 30, 2027 unless amended by the parties or terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.
3. **Charter Modification.**
  - a. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is executed and in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.
  - b. In addition, this Charter shall be automatically modified to reflect any and all new mandates to any and all applicable Federal, State, and local regulations, rules, statutes, ordinances, and laws. Unilateral modification of this Charter in any way is a breach of said Charter and the Charter may be terminated. Whenever the Charter is amended, it shall be updated to comply with current State and Federal law and regulations, School Board policies relating to charter schools and to consider the School Board's current standard Charter. In the event the Sponsor subsequently amends its policies relating to charter schools, the version of the policy in effect at the time of execution of the Charter shall be in effect, unless the Parties mutually agree to the revised policy.
4. **Charter Renewal.**
  - a. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15 in the final academic year of this charter, Sponsor shall provide notice to the School

regarding the process and timeline for completing the programmatic review required under section 1002.33(7)(c)1., Florida Statutes. This includes a demonstration of the success of the School's current academic program, achievement of the goals and objectives required by State accountability standards, successful accomplishment of the criteria under section 1002.33(7) (a) and (b), Florida Statutes, the viability of the organization, compliance with the terms of the Charter, and that none of the statutory grounds for nonrenewal exist. The School must provide documentation relating to these items. If the program review reveals significant deficiencies in any of these areas, that would constitute good cause for non-renewal of the Charter.

- b. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.
  - c. The School shall be required to follow the Sponsor's renewal process when seeking renewal as required by state statute.
  - d. At least 90 days prior to the end of the term of this Charter, the Sponsor shall notify the Governing Board of the School in writing of its proposed action to renew, unless there are grounds for non-renewal as stated in Section 1.D. of this Charter.
5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.

C. Education Program and Curriculum.

- 1. Any change to the education program and/or curriculum as described in the approved Application or Charter must be submitted in writing to the Sponsor and requires Sponsor approval.
- 2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter. This includes the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance,

which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, as it may from time-to-time be amended, or an alternate plan that is compliant with federal and State law, the META (Multicultural Education, Training, and Advocacy, Inc.) consent decree, and has been approved by both the Sponsor and the Florida Department of Education. If applicable, the School's plan for English Language Learners is attached hereto as **Appendix 3**. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter. The School will employ appropriate instruments, with documented validity and reliability that will be used to measure and monitor growth of students, and collaborate as appropriate with outside professionals to develop and select the appropriate evaluative instruments.
6. School shall use methods to identify the educational strengths and needs of students and how well educational goals and performance standards are met by students attending the charter school. The methods shall provide a means for the School to ensure accountability to its constituents by analyzing student performance data and by evaluating the effectiveness and efficiency of its major educational programs. The School is subject to the same accountability requirements as other public schools, unless exempt as provided for in Section 1002.33(16), Florida Statutes including reports of student achievement information that link baseline student data to the School's performance projections identified in the charter. The School shall identify reasons for any difference between projected and actual student performance.
7. The School agrees to ensure that its learning methods, programs and operations are innovative and consistent with the State education goals established by section 1000.03(5), Florida Statutes.

D. Non-Renewal/Termination.

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.
  - a. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
  - b. Failure to meet generally accepted standards of fiscal management.
  - c. Material Violation of law.
  - d. Other good cause shown, which may include, but is not limited to, any of the following:
    - i. Failure to cure a material breach of any term or condition of this charter after written notice of noncompliance including the ESE Corrective Action Plan that is Exhibit \_\_\_\_\_ to this Charter which is expected to be completed during the 2022/2023 school year ("ESE CAP");
    - ii. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
    - iii. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
    - iv. Failure by the School to provide the District with access to records as required by law or this Charter;
    - v. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
    - vi. Violation by the School of any court order pertaining to the operation of the School;

- vii. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- viii. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- ix. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- x. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- xi. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;
- xii. Failure to comply with background screening and other requirements set forth in section 1002.33(12)(g), Florida Statutes;
- xiii. Failure by the School to comply with all applicable laws, rules, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA), Internal Revenue Service rules, the Family Educational Rights and Privacy Act (FERPA), and applicable laws relating to English Language Learners (ELL).
- xiv. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;
- xv. Willfully or recklessly failing to manage public funds in accordance with the law;



- xvi. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- xvii. Failure to maintain the minimum number of Governing Board members for more than 30 days;
- xviii. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter;
- xix. Failure to cooperate with the Sponsor's Inspector General during an audit, review, or investigation;
- xx. Failure to cooperate with the Sponsor during any of its legally required monitoring or review activities.
- xxi. Failure to comply with the ~~cooperate with the Sponsor during any of its monitoring or review activities, including the monitoring and review activities related to the ESE Corrective Action Plan that is attached hereto as Appendix 7.~~

2. Process for Non-Renewal and Terminations of this Charter, Other than Immediate or Automatic Terminations.

Except for an immediate termination, the Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing or terminating this Charter following the procedures set forth in Section 1002.33(8), Florida Statutes.

- a. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
- b. A request for a hearing must be authorized by a vote in compliance with the Sunshine Laws of the Governing Board and be submitted by filing a petition with the School Board's Clerk pursuant to School Board's Charter Schools Policy (currently 2.57) for the

filing procedures in said policy. The petition must be legally sufficient and timely under the terms and provisions of sections 120.569(2) (c) and 120.54(5) (b) 4, F.S., and Rules 28-106.201 and 28-106.104, F.A.C. pursuant to the Notice provisions of this Charter.

3. Grounds and Process for Immediate Termination of this Charter.

- a. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.
- b. A request for a hearing must be authorized by a vote in compliance with the Sunshine Laws of the Governing Board and be submitted by filing a petition with the School Board's Clerk pursuant to School Board's Charter Schools Policy (currently 2.57) for the filing procedures in said policy relating to immediate terminations. The petition must be legally sufficient and timely under the terms and provisions of sections 120.569(2) (c) and 120.54(5) (b) 4, F.S., and Rules 28-106.201 and 28-106.104, F.A.C.
- c. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. , as well as access to the School's bank accounts and public funds, storage facilities, all records, information, receipts, and documentation for all expenditures of public funds, including but not limited to, Federal grants such as Title I and charter school grants, and all public property. Any material violation of this provision shall relieve the Sponsor of its duty to operate the School as otherwise provided in section 1002.33(8) (d), F.S. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. The feasibility of continuing the School's operations on whether it materially threatens the health, safety or welfare of the students is a matter within the sole judgment of the

Sponsor, subject to challenge in any appeal by the School. However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's funds any debts incurred by the School in order to avert a foreclosure or eviction. Failure by the Sponsor to assume and continue operation of the School to the extent required by this Charter shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

- d. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. School Election to Terminate or Non-renew by Voluntary Closure.

If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

The School may terminate or non-renew the Charter through voluntary closure. The decision to cease operations must be determined at a public meeting. The Governing Board shall notify the parents of enrolled students and the Sponsor of the public meeting in writing within a reasonable time before the public meeting.

The Governing Board must notify the Sponsor, parents of enrolled students, and the Florida Department of Education in writing within 24 hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the Governing Board agrees to follow the procedures for dissolution and reversion of public funds set forth in section 1002.33(8)(e)-(g) and (9)(o), F.S., and all other post-termination provisions in this Charter.

If the School's determination is that it will voluntarily close, the notice shall also indicate the final date of operation of the School. A board resolution signed by the School's Governing Board chair and secretary, or minutes, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination or non-renewal by the Governing Board and a waiver of its right to a hearing or appeal.

5. Automatic Termination for Consecutive Grades of "F".

This Charter is automatically terminated if the School earns two consecutive grades of "F" after all school grade appeals are final unless:

- a. The School is established to turn around the performance of a district public school pursuant to s. 1008.33(4)(b) 3;
- b. The School serves a student population the majority of which resides in a school zone served by a district public school that earned a grade of "F" in the year before the School opened and the School earns at least a grade of "D" in its third year of operation. This does not apply once the School is in its fourth year of operation and thereafter; or
- c. The School obtains a waiver of termination from the State Board of Education pursuant to s. 1002.33(9)(n)4.c., F.S.

The Sponsor shall notify the School's Governing Board, principal, and the Department of Education when the Charter is automatically terminated for consecutive grades of "F," by a letter of termination.

If the Charter is automatically terminated for consecutive grades of "F," the School must follow the procedures for dissolution and reversion of public funds set forth in section 1002.33(8)(e)-(g) and (9)(o), F.S., and all other post-termination provisions in this Charter.

6. Removal of Property and Funds. Upon notice of termination or non-renewal, the

School shall not remove any public property from the premises or any funds in any bank accounts without prior written Sponsor approval.

E. Post Termination Provisions.

1. School Debts. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The Sponsor shall not assume the debt from any contract for services including lease or rental agreements, made between the School, its Governing Board, or its management company, and/or a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board.
2. Leases. In the event of termination or non-renewal of this charter, any and all leases existing between the Sponsor and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. Students and Student Records. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the Sponsor's/District's student transfer procedures including transfer of all student records to the receiving school on or before the date the termination/non-renewal takes effect.
4. Property and Assets – School Furniture, Fixtures, Equipment, Vehicles, and Funds.

In the event of termination or non-renewal, all assets of the School purchased with public funds, including supplies, furniture, vehicles, and equipment, will automatically revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law.

Any unencumbered public funds from the School property and improvements, furnishings, vehicles, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

Property and assets purchased with public funds shall be defined as those goods purchased, in whole or in part, with grants and funds provided by a governmental entity. Such funds provided by the School and used by an Education Service



Provider/management company to purchase property and assets for the School are considered public funds.

The School agrees that in the event any public funds received by the School from or through the Sponsor are used for the purchase or improvement of real property, personal property, equipment and vehicles, that all such real property and improvements, personal property, equipment and vehicles, subject only to any lawful purchase money liens and encumbrances, as well as any unencumbered public funds shall revert to the ownership of the Sponsor, upon termination or non-renewal of this Charter. The reversion of such real property and improvements, personal property, equipment and vehicles, shall focus on recoverable assets, but not on intangible or irrecoverable cost such as rental or leasing fees, normal maintenance, and limited renovations.

If particular assets are attached to or incorporated in real or personal property of the Sponsor, however funded or whether approved by the Sponsor, which cannot be removed from the Sponsor's property without damage to the Sponsor's property, they shall become the property of the Sponsor. In such event, the Sponsor shall not have any obligation to reimburse or pay the School, its Governing Board, the vendor or donor of the property or anyone else, for such improvement, attachment or incorporated item and the School shall ensure that all contracts entered into by the School must contain written notice of such.

5. Procedures.

The School shall cooperate with the Sponsor's representative to schedule an *initial* transition meeting with the School's Governing Board, Administrator(s) and/or Operator(s) of the Charter School upon issuance of the Sponsor's notice of termination/non-renewal or if the School notifies the Sponsor of an intent to voluntarily close. This transition meeting should clearly outline the objectives of a Closure Plan and the timeline associated with the closure of the School.

Furthermore, the School shall also cooperate with the Sponsor's representative to schedule a *final closure meeting* with the School to ensure that all of the components of the Closure Plan have been timely addressed and completed.

The School shall provide the Sponsor sufficient notice of the final Governing Board meeting so that the Sponsor's representative may attend to ensure appropriate dissolution of the legal entity, proper closure of business records, and proper authorization and timeline on all post-closure matters.

The above provisions shall not apply during the pendency of an appeal of the Sponsor's notice of termination/non-renewal of this Charter.

6. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant who is a member of the American Institute of CPAs (AICPA) Governmental Audit Quality Center (GAQC) and is well versed with charter schools.

F. General Statutory Requirements

1. Non-Discrimination. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and/or court order.
2. Compliance with Law and Charter. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

**Section 2: Academic Accountability**

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15th of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data of the School's enrolled students.
2. By September 15th of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:

- a. Students scoring a level 1 on prior year assessment
  - b. Students scoring a level 2 on prior year assessment
  - c. Students scoring a level 3 or higher on prior year assessments
  - d. Students with disabilities
  - e. English Language Learners
3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District. By October 15 of the first year of this Charter, the School shall provide the Sponsor its students' data when it uses assessments other than the Sponsor's to measure student achievement.

By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

- i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.
4. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.
5. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

6. **Methods of Measurement:** The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
7. **School Improvement Plans:** The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a School Improvement Plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a School Improvement Plan approved by the Governing Board.

B. Assessments.

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with State reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform. The School shall provide evidence to the Sponsor of the frequency and types of assessments taken and by what classes and/or grades.
3. Accommodations: If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

Compliance: All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School, and the School's testing coordinator shall attend. The Sponsor shall provide to the applicable School staff the following services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities:

procedures for test administration, staff training, dissemination, and collection of materials, scoring on Sponsor assessments, analysis, and summary reporting. The School shall designate a testing coordinator whose duties include training school staff such as proctors and school administrators relating to testing protocols and activities. The School shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

4. Sponsor/District Reports. The Sponsor shall provide the School with reports on Sponsor and State assessments in the same manner and at the same time as for all public schools in the District.
5. Technology. The School shall, at its expense, provide adequate and secure technological infrastructure to support all required online test administration.

B. Student Promotion/Graduation.

The School's student promotion policy shall be consistent with the provisions of the Application. The School will adopt the Sponsor's student progression plan.

The School may not implement any exemptions that are not approved by the Sponsor, unless permitted by State law.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

1. The School agrees to allow the Sponsor reasonable access to review data sources, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

### **Section 3: Students**

A. Enrollment

The School will serve students in grades K through 8, and at the projected enrollment as described in the Application.



Minimum Enrollment Requirements: The School's minimum enrollment of operation is \_\_\_\_\_. The parties agree that this is the minimum enrollment that will support the School's operations for each year. A budget to support this minimum enrollment is provided in [Appendix 6](#).

The School may provide enrollment preferences as allowed for in section 1002.33(10)(d), Florida Statutes, and as described in the approved Application. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes and as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate relating to student admissions, benefits, or participation, in any programs, services, or activities, on the basis of race, gender, gender identity or expression, sexual orientation, ethnicity, religion, national or ethnic origin or disability. The school may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School agrees to meet its obligations under federal law, including in its registration and enrollment of students, to the extent the policies are consistent with the Agreement between the United States of America and the School District of Palm Beach County dated February 26, 2013 (the "Resolution Agreement") ([Appendix 4](#) hereto). To the extent the School fails to meet its legal obligations under the Resolution Agreement, the Sponsor shall make efforts to work collaboratively with the School to remedy such deficiencies.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

B. Legal Compliance.

The School shall make reasonable efforts, in accordance with federal law, to achieve a

racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the Sponsor is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools.

C. Recruitment.

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using English, Spanish, Portuguese, and Haitian Creole, and other languages where appropriate. The School shall comply with the requirements in the Resolution Agreement as to providing certain information in all major languages as defined in the Agreement.

D. Eligible Students.

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 11 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. The revised budget must be acceptable to the Sponsor. Failure to provide an acceptable revised budget may constitute good cause for termination.
2. The enrollment capacity is contingent on the student capacity as stated on the valid Certificate of Occupancy (CO), Certificate of Use (CU), and/or Fire Permit for the School facility issued by the local governmental agency in whose jurisdiction the facility is located or the annual projected enrollment for the School year as stated above, whichever is less. Monthly FTE payments shall be withheld, without penalty of interest, to the extent the maximum number of students as defined above is exceeded.
3. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted

through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize. The School shall implement the enrollment policies and procedures and any lottery process, as described in Section 13 of the Application: Student Recruitment and Enrollment, which shall clearly indicate in its Policies and Procedures the lottery procedures.

4. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
5. Enrollment Consent. To enroll a student, the School must obtain proof of consent from the student's parent or guardian, or from the student if the student is eighteen (18) years of age or older. The School may not transfer an enrolled student to another charter school having a separate Master School Identification Number without first obtaining the written approval of the student's parents/guardians or the student who is 18 or older. The School must maintain appropriate enrollment and student application documentation.
6. Student Information. Unless the School is specifically for students with disabilities the School may not request prior to enrollment or notice of acceptance sent to the student, through the application or otherwise, information regarding the student's academic history, record of standardized testing performance, juvenile or disciplinary history or status, a student's Individual Education Plan (IEP) or other information regarding a student's special needs, except as stated below in Section 3, H, 3.c.
8. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
9. A student may withdraw from the School at any time and enroll in another public school, as determined by the Sponsor's policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
10. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size.

The School shall be in compliance with Florida Constitutional Class Size Requirements,

as applicable to charter schools. The School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance subject to any and all legal remedies enumerated in Section 1003.33. Failure to pay the Sponsor the penalties incurred within 30 days of notice from the Sponsor will result in the Sponsor automatically reducing this amount from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

F. Annual Enrollment.

1. Preliminary Projection: No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

G. Maintenance of Student Records as Required by Statute,

1. The School shall maintain confidentiality of student records as required by federal and State law. The Sponsor shall at all times have access to the School's student records for legitimate educational purposes, including for FTE audits.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the Sponsor's Records Management Office.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when officially requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. In accordance with the provisions within FERPA, its implementing regulations and sections 1002.22 and 1002.221, Florida Statutes and SBER 6A-1.0955, copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's records for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the Sponsor's Records Management Office.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's Records Management Office for processing and maintenance.
7. The Sponsor will ensure that all student records in the cumulative folders will be provided immediately to the School upon an official request and upon enrollment of students in the School from a District school.
8. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted, as well as any student wait lists that are generated and make them available to the Sponsor upon request. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional Education Students.

Exceptional students shall be provided by the School with programs implemented in accordance with applicable Federal, State and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05, 1003.57, 1002.33, and 1001.42(4) (l) of the



Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code, relating to ESE students and students with disabilities. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE) and providing all ESE services and accommodations as documented on the student's IEP.
3. Individual Educational Plans (IEP's), to include at a minimum an annual IEP meeting with the student's family parent(s) pursuant to 34 CFR §§ 300.340-300.350 for each eligible ESE student enrolled in the School. The School shall ensure that appropriate personnel are in attendance at the IEP meeting.
  - a. Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
  - b. Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 school days of the request. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine the student's educational needs and whether the School is an appropriate placement for the student. Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team with the Sponsor's representative present, will be referred to an appropriate placement within the District. As defined in federal law, an IEP Team must consist of an evaluation specialist, a general education teacher of the child, and an ESE teacher of the child.
  - c. The IEP Team must review the IEP and determine the student's educational needs. The IEP Team must clearly determine whether the student's IEP can be implemented at the School. Under no circumstances may the School discriminate against a student based on disability. If a referral for a change of placement is considered, the School's staff will work together with the Sponsor to ensure that the needs of these children are met.
  - d. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those

safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

- e. A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. In all meetings, the School shall appoint a Local Education Agency Representative (LEA Representative).
4. The School shall comply with the Sponsor's then current State-approved Exceptional Student Education Policies and Procedures (SP&P) although it may exceed the requirements within the SP&P. The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation, and re-evaluation for ESE and Section 504 eligibility, IEP and 504 plan development, and placement. Any modifications or amendments to Sponsor's current SP&P will only apply to the School if accepted by the School.
5. The School shall, at its own cost and expense and not that of the Sponsor, ensure that all requirements are met, shall ensure that there are legally compliant educational assessments of the needs of the students and shall remain liable for full and complete adherence to all such requirements. The School must fund all educational and related services provided to students pursuant to the IEP. Psychological and other appropriate re-evaluations are the responsibility of the School. Re-evaluation are the responsibility of the School. Costs associated with conducting initial evaluations are the Sponsor's obligation.
6. The School shall deliver all educational, related services and equipment indicated on the student's IEP, EP, or 504 Plan. The School shall also be responsible for providing related services and equipment, e.g., speech/language therapy, occupational therapy, physical therapy, counseling, assessment instruments, assistive technology devices, and therapeutic equipment.
7. The School shall be responsible for all costs associated with re-evaluations recommended and required under Federal and State mandates. In meeting this obligation, the School may utilize any duly Florida-licensed school psychologist.
8. The School shall conduct the evaluations of the School's students referred for all related services. After the student is determined eligible for these services and the IEP or 504 Plan is written, the School shall be responsible for providing required PT, OT, counseling, SL services, and assistive devices to the student and be provided by the School's staff or paid for by the School through a separate

contract. The School shall ensure that PT, OT and SL therapists who perform the evaluations attend an IEP meeting to review the evaluations when eligibility for services is determined. The evaluation must include a review of the student's IEP, identification and development of PT, OT and SL goals and/or a treatment plan for the student. The School shall ensure that all therapists review and implement the student's IEP. The School shall ensure that all therapists providing services to the student participate in the student's annual and interim IEP meetings either in writing, by telephone, or in person. The School shall require all therapists providing services to the student to attend orientation and in-service training on delivery of school-based services and how to develop goals and benchmarks based upon educational theory. The Sponsor shall provide that orientation and in-service training. The Sponsor may conduct periodic reviews of the paperwork prepared by the OT, PT and SL therapists providing services to such students. The student's IEP goals and benchmarks related to these areas are to be updated by the student's treating therapist.

9. The School's ESE contact or, if unavailable due to scheduling or illness, a representative of the School, and ESE employees must attend District- required ESE trainings.
10. The Sponsor may conduct periodic reviews relating to the provision of services, implementation of, and paperwork related to all plans for students with disabilities.
11. Due Process Hearing.
  - a. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
  - b. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the Sponsor's General Counsel within one (1) school day of receipt.
  - c. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
  - d. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

- e. The Sponsor shall ensure that:
  - (a) The due process hearing is conducted pursuant to applicable State laws and rules;
  - (b) A final decision is reached; and
  - (c) A copy of the decision is mailed to the parties.
- f. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

12. OCR Complaints.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any. The same liability provisions stated above in 3, H, 11 as to due process hearings apply to the School as to any findings, decision, resolution or settlement agreement with the governmental agency.

I. ESE Administrative Services.

ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; and initial evaluation for ESE placement, although the IDEA grant may also cover some of these items.

J. English for Speakers of Other Languages.

- 1. Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the Sponsor's Plan for English Language Learners (ELLs), as it may from time-to-

time be amended, or an alternate plan that is compliant with federal and State law, the META consent decree and has been approved by both the Sponsor and the Florida Department of Education. The Sponsor's ELL Plan can be found on the Sponsor's website, currently at: <http://www.palmbeachschools.org/multicultural/ELLPlan.asp>.

2. The School shall be invited to attend the Sponsor's ESOL Procedures Training(s) and the School's ELL contact or, if unavailable due to scheduling or illness, a representative of the School, is required to attend the Sponsor's ELL trainings.
3. The School shall comply with applicable rules and regulations relating to ELLs. Development of a student's ELL plan shall be a joint effort between the Sponsor and the School. The process shall be in compliance with the Sponsor, Federal and State requirements. All educational services provided to a student pursuant to an ELL Plan must be funded by the School.

K. Dismissal Policies and Procedures.

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies from those stated within the Application, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit the revised policy.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District.

Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District prior to the opening of school each year in accordance with the Opening School Checklist. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for a material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.



The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion.

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. If the School decides to revise its Code of Conduct, it shall be submitted to the Sponsor in accordance with the Opening School/Annual Checklist for review and approval, by amendment to the Charter. The School agrees to meet its obligations under Federal law, including in its administration of student discipline.

[If the School adopts the Sponsor's policies for Student Code of Conduct, including those for ESE students, the Charter must so state.] [If the School adopts other rules of conduct: The School adopts its policies for student code of conduct, including those for ESE students, and these policies are consistent with the Resolution Agreement, Appendix 4 hereto, and are compliant with State, local and federal law. Any deviations from the Sponsor's Code and any alternative Code must be approved by the Sponsor prior to implementation.] To the extent the School fails to meet its legal obligations under the Resolution Agreement, Appendix 4 hereto, the Sponsor shall make efforts to work collaboratively with the School to remedy such deficiencies. The School agrees to comply with the Federal Gun Free Schools Act of 1994 and, for purposes of student discipline, any other applicable State and/or Federal law pertaining to the health, safety and welfare of students.

The School will report each month to the District the number of violations of the Code, by offense, to be included in the Sponsor's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.

Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. The School will follow the Sponsor's practices and procedures for processing a recommendation for expulsion of students. In the event that a student has been recommended to the Sponsor for expulsion by the Governing Board of the School, the School is responsible for providing academic and

behavioral interventions for the student while awaiting the Sponsor's decision on the student's expulsion or may refer the student to a District alternative education site with the participation and approval of the Sponsor's designee. If the student's actions lead to a recommendation for assignment to an alternative school or expulsion from the Sponsor's District, the School will cooperate in providing information and testimony needed in any legal proceeding.

The School shall defend and pay all costs of any legal action and any damages awarded related to dismissal, suspension or expulsion of any student for disciplinary or any other reason. Costs and fees incurred and any damages awarded against the Sponsor will be automatically reduced by the Sponsor from the payment of FTE funds, without penalty of interest, passed through the Sponsor to the School, although the School may request and the parties agree to a payment plan.

M. School/Parent Contract.

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The School shall not use the Parent Contract to discriminate, involuntarily withdraw, or create a financial burden or any other barrier to enrollment. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. Implementation of the Contract is subject to District approval. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours. At a minimum, all communication to parents, including Parent Contracts, shall be provided in English, Spanish, Haitian-Creole, and other languages, as appropriate.

N. School Stakeholder Conflicts.

All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its Governing Board. Evidence of the School's Parent Conflict Resolution Process shall be provided to the Sponsor. Evidence of each parent's /guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.

#### **Section 4: Financial Accountability**

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

- a. School will report the daily attendance of each student to the District to meet Sponsor attendance reporting requirements, as required by law.
- b. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District. The School shall provide and maintain hardware and related infrastructure.
- c. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the Sponsor for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) or financial review so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- d. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross State and local funds, discretionary lottery funds and funds from the Sponsor's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted

full-time equivalent students for the School.

- e. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature. Upon request, the School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Legislature and/or pursuant to any referendum
- f. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the State and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.
- g. Summer School Provision. The School may choose to provide a summer school program using State Supplemental Academic Instruction (SAI) funds. If a student enrolled in the School attends any of the Sponsor's summer school programs, the School shall reimburse the Sponsor for the cost, as determined by the Sponsor, of each student's summer school program. If the School fails to comply with this provision, the Sponsor may deduct the appropriate amount from the School's subsequent FTE payments, without penalty of interest.

2. Millage Levy, if applicable.

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law. In accordance with the provisions of section 1002.33(9) (1), Florida Statutes, the School agrees that it shall not levy taxes or issue bonds secured by tax revenues.

3. Fees to be Charged to the School By the Sponsor.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests or receives services from the Sponsor beyond those provided by statute, the Sponsor and the School will enter

into a separate written agreement approved by both parties and the Sponsor may only charge the School additional reasonable fees to cover the costs of the services as expressly allowed by law. The Sponsor may develop a schedule for charges. The Sponsor is not obligated to provide any services that it is not required by law to provide to the School.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

1. Distribution of Funds Schedule.

- a. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15. For the years of the Contract, monthly payments will be calculated as follows, less the administrative fee:
  - i. July through until the month after the publication of the results of the third FTE calculation payment shall be based on the School's final prior year enrollment up to the annual enrollment capacity/final projected enrollment, as stated in the provisions of Section 3.F. of this Charter, entered into the Sponsor's Student Information System by the twenty-fifty day of the previous month. Otherwise, if the School verifies enrollment in excess of ten (10) percent from the prior year's enrollment, and is written the annual enrollment capacity/final projected enrollment, the Sponsor may fund the School based on the number of students actually registered as of the first day of the month. Furthermore, if a situation comes to the attention of the Sponsor that would negative impact enrollment, distribution would be adjusted appropriately.
  - ii. Thereafter, the results of full-time equivalent student membership surveys for that school year shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
  - iii. Payments will be adjusted retroactively for prior period adjustments.
- b. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in



excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

- c. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

- i. In the event of a State holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law. The Sponsor will not be responsible for any liabilities incurred by the School in the event of a State holdback caused solely by the School
  - ii. Total funding shall be recalculated during the school year to reflect actual WFTF (Weighted FTE) students reported by the School during the FTE student survey periods. In the event that the District exceeds the State cap for WFTF for Group 2 programs established by the Legislature resulting in unfunded WFTF for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTF.
- d. The Sponsor shall make timely and efficient reimbursement of funds to the School. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of State or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a State approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, without penalty of interest, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) days overdue:

- i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 working days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding.

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with State and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the charter school's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. In order to be reimbursed, any expenditures made by the School must comply with all applicable State rules and federal regulations, including, but not limited to, the applicable federal Office of Management and Budget Circulars; the federal Education Department General Administrative Regulations; and program-specific statutes, rules, and regulations.
2. The School shall provide to the Sponsor the approved poverty metric for the

purposes of determining eligibility for funding on Date Certain, e.g., Direct Certified data, Census data, Income Verification documentation, each year to project the annual allocation for federal funds that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's enrollment of qualifying students and per pupil allocation.

3. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure. The Sponsor will deny reimbursement until the School corrects the deficiencies. The School shall make all legally required related records available to the Sponsor as requested to ensure compliance.
4. All expenditures must comply with applicable local, State, and Federal rules and regulations. The School shall submit invoices by the 15<sup>th</sup> of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
5. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. The School shall make available legally required records and supporting documentation to justify the reimbursement requests and its conformity to the School-wide Plan for Title I. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and State Title I regulations by the District for that purpose. The allocation of Title I Funds shall be determined based on all corresponding guidance and regulations and applicable Florida law.
7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. Property within its useful life threshold must be returned to the District if 1) the School closes or 2) the School is no longer eligible for Title I funding and is not participating in a federal program with a similar purpose (i.e. Title IV). The property must be returned to the District if the School is no longer eligible for Title I funding.
8. Should the School receive Title I funds it will employ staff in compliance with

Title I requirements.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law.
10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants.

The School agrees to comply with the Sponsor's rules, policies and procedures for federal and State Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all Federal and State grant applications developed by the School for which the District will serve as fiscal agent
2. Submitting a complete grant application proposal to include budget narrative and detailed executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Annual Performance Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the Sponsor for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds.

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 working days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition.

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1, prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the Sponsor believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget.

1. Annual Budget

The School shall annually prepare an operating budget for the School. Each budget shall include projected sources of revenue, both public and private, and planned expenditures covering the entire school year. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than July 31<sup>st</sup> for the fiscal year.

2. Amended Budget.

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 working days of the meeting at which the budget was amended. Each amended budget shall include projected sources of revenue, both public and private, and planned expenditures covering the entire school year. If the Sponsor



determines that the amended budget is inadequate pursuant to law, the Sponsor will provide the School an opportunity to timely complete and submit an acceptable budget.

G. Financial Records, Reports and Monitoring.

1. Maintenance of Financial Records

The School shall use the most recent standard State format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools

The School shall conduct an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

a. Monthly Financial Reports

The School will submit a monthly financial statement, or quarterly financial statement for a charter school designated as "High Performing" by the Florida Department of Education, , pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide promptly.

b. Annual Property Inventory and Additional Inventories

The School will submit at least annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions

to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment, which must also conform to Chapter 69I-73 and 69I-73.006, F.A.C. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the Sponsor annually at the same time School's Annual Audit is submitted and reconciled to the annual audit.

The School shall submit a revised property inventory to the Sponsor *as soon as the School is reasonably aware of any substantive revisions therein*. What constitutes a substantive revision is based on the school's best judgment as it relates their capital assets and how such a revision would affect the school's financials. Such revisions include but are not limited to property that has been removed from the School due to "surplus" as well as property that has been recently acquired, to ensure that the property inventory is as accurate as possible. Failure to provide the Sponsor with the required property inventory shall be a basis for the Sponsor to require the School to take corrective action.

c. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

d. Unaudited Financial Statements

The School will submit unaudited annual financial statements, in a format prescribed by the sponsor, no later than August 1st.

e. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and

sound financial management.

f. Form 990, if applicable

A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

g. Timely Submissions

The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's Fiscal year shall be July 1 – June 30
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law. The Sponsor may withhold payments to the School, without penalty of interest, until an agreed corrective action plan is submitted and accepted by FDOE, if the timeframe set forth in section 1002.345, Florida Statutes, has passed.

H. Financial Management of School.

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted as stated in the Application. The School shall obtain the services of a qualified accountant to assist in compiling and maintaining financial records,

reconciling bank statements, preparing financial reports, and obtaining an annual audit. On or before July 1 of each fiscal year, the School shall provide to the Sponsor a copy of the contract for such services. The School shall include all Accounting Policies, Procedures, and for maintaining complete records of all receipts and expenditures in its required submission pursuant to the Opening/Annual Checklist. A copy of these policies must be available to the Sponsor.

2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
  - a. Guarantee payment for any purchases made by the School;
  - b. Guarantee payment for any debts incurred by the School;
  - c. Guarantee payment for any loans taken out by the School.
  - d. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures.

The School shall develop and implement sufficient internal financial operating procedures as described in the approved Application to ensure sound financial management.

If the School or an entity on the School's behalf issues bonds to receive funds for the School, the School or entity shall hire a registered municipal advisor and/or law firm with experience in the issuance of bonds prior to the issuance of the bonds and follow up

procedures.

K. Limitations on Terms of Contracts.

The School may not enter into employment contracts/agreements which extend beyond the term of the Charter.

**Section 5: Facilities**

- A. The School shall be located at 9085 Happy Hollow Rd., Delray Beach, Florida 33446. The School must provide a copy of the lease agreement, use agreement, or ownership documents no later than the dates set forth in the Opening School/Annual Checklist and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable governmental codes approvals and inspection reports, no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location or an additional location which does not result in a new MSID number must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent, or Superintendent's designee, through a Charter amendment.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

- B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes, as well as all applicable Federal, State, and local governance requirements, including the Florida Building Code, the Florida Fire Prevention Code, IDEA, the ADA, and Section 504 of the Rehabilitation Act.

The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff. Inspection reports of governmental entities shall be provided by the School to the Sponsor within fourteen (14) calendar days of the date of the receipt of report if legally required.

If the School fails to maintain valid licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract, the Sponsor may withhold all subsequent payments, without penalty of interest, to the School until required permits, use approval, or facility certifications are obtained and/or may terminate this Contract.

Maintenance: The School shall ensure that its facilities are maintained in such a condition to protect the health and safety of the occupants.

- C. In the event the School is dissolved or is otherwise terminated, all Sponsor property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.
- D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities if as required by section 1002.33(18), Florida Statutes.
- E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

#### **Section 6: Transportation**

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with ~~the Sponsor~~, a private provider, and/or parents.

The School acknowledges that the McKinney Vento Homeless Assistance Act (42 U.S.C. Section 11431, et seq.) requires that each child of a homeless individual and each unaccompanied youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student if transportation



is required by the Act. The School shall provide transportation for students with disabilities enrolled in the School if required by the student's IEP or 504 plan.

- B. Reasonable Distance [for purposes of this contract]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance. If the School undertakes transportation of students, the School shall be responsible for transporting all students in a non-discriminatory manner in accordance with Florida law. The term "reasonable distance" shall be defined as set forth in Florida law, as amended from time to time, or this Charter and the standards and guidelines provided by the Florida Department of Education. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- C. The School shall comply, and if it hires a transportation vendor, the School shall ensure that the vendor complies, with all applicable transportation safety requirements, which include, but are not limited to:
- Inspection of buses shall be scheduled and performed at a minimum interval of thirty (30) school days per 6A-3.0171(8), F.A.C.,
  - A maintenance file must be maintained for each bus for the life of the vehicle,
  - Buses must be inspected by a DOE certified bus inspector,
  - Buses must meet inspection pass/fail criteria per Florida School Bus Safety Inspection Manual current edition,
  - Repair receipts must be maintained for all bus repairs,
  - Drivers must obtain and retain appropriate licenses and certifications,
  - Drivers must undergo and pass the required physical examinations by a medical examiner as per 6A-3.0171(1)(i), F.A.C.,
  - Drivers must be entered into a School random drug testing program for random testing, and
  - Drivers must complete eight (8) hours of in-service training annually.

- D. The School shall submit a transportation plan to the District for review and approval prior to the approval of this Charter. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than ten (10) business days prior to the use of the service. If using a private vendor, the School must submit to the Sponsor the firm's name and a copy of the final transportation plan and contract and the proper documentation that the private provider has and will comply with all applicable Federal, State and all bus driver certification requirements. This information must be submitted by the School to the Sponsor at least ten (10) working days prior to the opening day of classes. The School will provide the Sponsor, via the Transportation Services Department, an updated list, by the 10th day of each month that the School is using these services, of all School and/or vendor bus drivers. The list shall provide commercial driver's license numbers, current license status, license expiration dates, and DOT physical exam expiration date.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

#### **Section 7: Food Services**

The provision of student food service at the School is the responsibility of the School. The School shall provide food services to its students consistent with applicable Florida Statutes and Federal rules and regulations and stated in its Approved Application, Section 16. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations. The School shall be responsible for complying with State and Federal reporting requirements. The School has the option of applying for meal service through the Sponsor's School Food Service Department.

#### **Section 8: Insurance & Indemnification**

- A. The School agrees to provide the following proof of insurance:

1. Insurance Carrier Requirements.

Insurance carriers for the School must meet all of these requirements, although the School may decide to exceed these requirements:

- a. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be an eligible surplus lines insurer under section 626.918, Florida Statutes.
  - b. Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.
2. The School Board of Palm Beach County, Florida must be named as an additional insured on the commercial and business auto liability policies.
  3. Any deviation to the insurance contract terms, conditions or limits listed below needs to be approved by the Sponsor.

B. School Leader's Errors and Omissions Liability Insurance.

1. Form of Coverage.

1. The School shall provide Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants, independent contractors, and those sources of liability typically insured by School Leader's Errors and Omissions Liability Insurance arising out of the rendering or failure to render professional services in the performance of this Charter, including all provisions of indemnification, which are part of this Charter, and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. Coverage Limits.

The minimum limits to be maintained by the School inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million per claim/\$2 million annual aggregate.

3. Occurrence/Claims.

The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;

C. General liability coverage written on an occurrence form with minimum policy limits of

\$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.

- D. Business automobile coverage with the same limits as general liability. Coverage shall include liability for Owned, Non-Owned and Hired Automobiles. In the event the School does not own automobiles, the School agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- E. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School. Deductibles for this program can be no greater than \$25,000 for all other peril losses, five percent or \$100,000 minimum named storm per occurrence. \$100,000 deductible Wind/Hail per occurrence.

- F. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the Sponsor's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- G. The School agrees to provide Workers' Compensation insurance coverage in accordance and compliance with Chapter 440, Florida Statutes. Employers' Liability coverage with the following limits shall also be the minimum required by State statute or higher: \$1,000,000 bodily injury by accident for each accident; \$1,000,000 bodily injury by disease, policy limit; and \$1,000,000 bodily injury by disease, each employee.
- H. Fidelity Bond/Crime Coverage: The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss and two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- I. The School shall purchase Cyber Risk/Privacy insurance with limits of at least \$2,000,000 for each claim. The Cyber Risk/Privacy policy shall provide coverage for (i) liability incurred from alleged or actual theft, dissemination, and/or use of personal or

confidential information and any related forensic costs, crisis management costs, investigation costs; (ii) network security liability arising from the authorized access to use of, or tampering with computer systems, including denial of service, unless caused by a mechanical or electrical failure; (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software and programs thereon; (iv) any government investigations resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; and (v) non-physical business interruption.

- J. No later than 30 days prior to the opening of school and each year no later than the dates appearing on the Opening School/Annual Checklist, the School shall furnish the Sponsor with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (B-H) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.
- K. Failure to secure and continuously maintain all insurance listed in items B-H without cure after written notice above may constitute grounds for termination of this charter.
- L. Applicable to All Coverages the School Procures.
1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
  2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
  3. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
  4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.

5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
  6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- M. Indemnification of Sponsor by School: The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.
- N. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.
- O. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections above, the School and Sponsor shall notify one



another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

**Indemnity for Certain Specified Claims:** Each party shall also indemnify, defend and protect and hold the other harmless against all claims and actions brought against the other by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the Sponsor or School, any failure of Sponsor or School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education (FAPE) to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the State's public records or open meetings laws.

**Survival:** The School's and Sponsor's indemnity obligations under this provision and elsewhere in the Contract shall survive the expiration or termination of this Contract

P. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.

2. Notice of Cancellation

The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal/Replacement

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

**Section 9: Governance**

A. Governing Board Meetings

1. Governance of the School will be in accordance with the Bylaws, articles of incorporation, or other organizational documents of the School and as described in the Application that are legally compliant for charter schools. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under section 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.
2. The School's Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative shall serve as an ombudsman to investigate, report on, and help settle parental/adult student complaints. The representative must reside in this District and may be a Governing Board member, School employee, or individual contracted to represent the Governing Board. If the governing board oversees multiple charter schools this District, the Governing Board must appoint a separate individual representative for each charter school in the District. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.
3. All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.
4. The Governing Board shall have at least two public meetings per school year within the District. To comply with Florida's Sunshine Law, Governing Board meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and School principal or director, or his or her equivalent, must be physically present at each meeting.
5. If required per section 1002.33 (9) (n), Florida Statutes, the director and a representative of the Governing Board of a graded charter school that has submitted a school improvement plan shall appear before School Board at a public meeting at least once a year to present information regarding the corrective strategies that are being implemented by the School pursuant to the school

improvement plan. The School Board shall communicate at the meeting, and in writing to the director, the services provided to the School to help the School address its deficiencies.

6. All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.
7. The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.
8. The parties to this Contract agree that the School shall select its own employees. The employees shall be **PRIVATE** The School will be a **private employer** and **will not** participate in the Florida Retirement System.
9. This School shall implement the organizational plan as described in the approved application.

B. Non-Profit Organization. The School shall be organized as a Florida nonprofit organization. The School shall organize and be operated by a stand-alone Florida non-membership nonprofit corporation, pursuant to Florida Statutes Chapter 617 at all times throughout the term of this Contract. A limited liability corporation does not qualify as a non-profit organization for purposes of this Contract.

C. Governing Board Members and Duties. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

The School's Governing Board shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators. The policies

must require all instructional personnel and school administrators, as defined in section 1012.01, Florida Statutes, to complete training on the standards; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under sections 39.203 and 768.095, Florida Statutes.

The Governing Board of the School shall adopt policies for the reporting of child abuse that must be reported as required under Florida Statutes Chapter 39 and shall notify its employees of their obligations to report. The teachers must participate in DCF training on reporting child abuse as required by section 1012.98 (12), Florida Statutes.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the Governing Board.
4. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, and who is a member of the American Institute of CPAs (AICPA), Governmental Audit Quality Center (GAQC) and is well versed with charter schools. This CPA or auditor shall submit the report to the Governing Board.
5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, within the Florida Ethics Code by a member of the Board, shall constitute a material breach of this Charter.

Any change in Governing Board membership must be reported to Sponsor in writing within 5

business days of the change.

D. Access to Records by Sponsor.

1. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law. To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.
2. The Sponsor's Office of Inspector General shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the Sponsor, the School, a Foundation for the benefit of the School, or its ESP/management company, which includes information regarding the School, as deemed necessary in performing investigative, review, and/or audit activities and other requested information, including automated or electronic data, pertaining to the business of the School Board and/or School within the School's, a Foundation for the benefit of the School, or its ESP's custody or control.
3. At all times the Sponsor's Office of Inspector General shall have access to any building or facility that is owned, operated or leased by or from the School Board and reasonable access with notice to any building or facility that is owned, operated or leased by the School and/or its ESP.
4. The School and all School employees and vendors as well as a Foundation for the benefit of the School and ESP shall furnish the Sponsor's Inspector General with requested information and records within their custody or control for the purposes of conducting an investigation, review, or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for an investigation, review, or audit. The School shall be required to obtain from its vendors, a Foundation for the benefit of the School, and its ESP information and documents relevant to the audit, review, or investigation if requested by the Inspector General's office.
5. The Sponsor's Inspector General may also obtain information from the School, a Foundation for the benefit of the School, and its ESP when such information is needed while conducting an audit, review, or investigation. Furthermore, the School understands, acknowledges and agrees to abide by School Board Policy 1.092 and that the Sponsor's Inspector General will have access to all financial and performance-related records, services, property and equipment purchased in whole or in part with public funds.

6. When investigating, reviewing, or auditing the School, and/or in the event information and response is needed from the School, this step may include meeting with the School, a Foundation for the benefit of the School, and/or its ESP when the investigation, review, or audit is near completion, and the School and its ESP must agree to maintain the confidentiality of any preliminary/draft report and the information contained therein pursuant to section 119.0713(2), Florida Statutes, and shall enter into a written confidentiality agreement for the period until the investigation or audit is completed. The School's, a Foundation's, or its ESP's failure to enter such written confidentiality agreement shall be deemed to constitute the School's and ESP's waiver of the opportunity to respond to the investigation, review, or audit preliminary report, and the investigation, review, or audit shall be completed without their response.
  7. The School Board's Inspector General or auditor has the right during an audit, review, or investigation to interview the School's employees, Foundation's, vendors and consultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an audit or investigation will extend for three years after the completion date of the Agreement.
- E. Public Records. The School will comply with all public record retention requirements for records in a manner consistent with applicable Florida law. The School shall comply with Florida Statutes, Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records. The School must comply with the State's records retention schedules and must have a means of archiving electronic mail.
- F. School's Website. Per section 1002.33 (9) (p), Florida Statutes, the "[S]chool shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings."
- G. Management Organizations. [If the School indicated it would use an Education Service Provider (ESP) in its application state: The School shall use the services of the ESP as stated in its application.] If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an Appendix to this Charter.

Any contract between the management organization and the School must ensure that:



1. Members of the Governing Board or their relatives as defined in section 1002.33, F.S., will not be employees of the management organization, nor should they be compensated for their service on the Governing Board or selected to serve on the Governing Board by the management organization. The School Leader shall be employed by the School and evaluated by the School's Governing Board. The School Leader shall not own, operate, or serve as an officer of the management company that serves the School. The contract between the School and the management company shall require that the management company disclose to the School and the Sponsor, any affiliations with individuals or entities (e.g., lessors, vendors, consultants, etc.) doing business with the School.
2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

The contract between the School and the ESP/management company shall require that the ESP operate the School in accordance with the terms stipulated in this Contract and all applicable laws, ordinances, rules, and regulations. The contract between the School and the ESP shall allow the School the ability to terminate the contract with the ESP.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a

description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter. The contract will include a clause that if the Sponsor's Inspector General's office is, pursuant to a lawful investigation, investigating, reviewing, or auditing the School, and/or in the event information and response is needed from the School, the ESP will agree to maintain the confidentiality of any preliminary/draft report and the information contained therein pursuant to section 119.0713(2), Florida Statutes, and shall enter into a written confidentiality agreement for the period until the investigation or audit is completed.

7. The management organization will perform its duties in compliance with this Charter.

H. Management Contract. A proposed contract between the (ESP) management company and the School shall be submitted to the Sponsor for Sponsor approval prior to the School's entry into an agreement with an ESP. All proposed amendments to the contract between the management company and the School shall be submitted in advance to the Sponsor for review. A copy of the amended management agreement shall be provided to the Sponsor within five (5) days of execution. If the School and ESP amend their contract in a manner that results in a material change to the Charter or a material changes to the contract between the management organization and the Governing Board, this Charter may require modification through the Charter amendment process. If the School changes ESP companies, Charter modification is required

- I. Default. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

## **Section 10: Human Resources**

- A. The School shall select its own personnel.

The School shall comply with School's policy for selecting and employing personnel. Such policy shall be submitted as provided in the Charter School Opening and Annual Checklist. If the ESP hires the employees, the provisions within Section 10 of this Charter also apply to the ESP and the employees. The School's or ESP's employees are not employees of the School District. Per section 1002.33(9) (o) 4, Florida Statutes, the "[S]chool may not enter into a contract with an employee that exceeds the term of the school's charter contract with its sponsor."

The School shall employ only individuals legally authorized to work in the United States pursuant to Federal immigration laws and United States Citizenship and Immigration Services regulations.

- B. The School shall provide the Sponsor copies of monthly payroll rosters as directed. The payroll rosters shall indicate the payroll period, hire date of employee, the number of days that each individual was paid for, and the daily rate of each salary or the total amount paid to each individual during that period.

The parties agree that the School will use the Sponsor's specifically-designed charter school employee management system and procedures for processing staff information. The only School employees with access to the District's human capital management system (currently PeopleSoft) are the designated employee(s) at each location that key in the personal Information, job data information, DOE Survey 2, 3, & 5 information for the employees at their location. Those are the only uses for this system currently available to the School, although the Sponsor, at its discretion, could add other uses in the future.

The Sponsor shall provide appropriate training to School personnel on the use of the electronic reporting facility.

- C. The School's employment practices shall be nonsectarian.
- D. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012. Certified teachers must be hired by the start of the school year. Substitute teachers shall not be employed on a permanent basis in lieu of certified teachers. Substitute teachers and paraprofessionals must also be licensed/certified and meet the qualifications in conformance with the law.
- E. 1. Per section 1002.33(9) (o), F.S., the School may not enter into employment agreements which extend beyond the term of the Charter.
2. If the School pays severance pay to an employee, agent, officer, or contractor, pursuant to a contract, the amount of the severance pay may not exceed an amount greater than 20 weeks of compensation, if the severance pay is paid using FTE funds provided by the School District/State. See section 215.425, Florida Statutes (Extra compensation claims prohibited; bonuses; severance pay).
3. If the School pays severance pay to an employee, agent, officer, or contract that is not provided for in a contract or employment agreement, the severance pay must represent the settlement of an employment dispute. Furthermore, such severance pay may not exceed an amount greater than 6 weeks of compensation, if the funds used to pay such severance are FTE funds. See section 215.425, Florida Statutes.
4. Payment of severance pay is prohibited when the officer, agent, employee, or contractor has been fired for misconduct, as defined in section 443.036(29), Florida Statutes, by the Governing Board of the School, if the funds used to pay such severance pay are FTE funds.
5. For purposes of this Charter, severance pay is defined in section 215.425 (d), Florida Statutes.
- F. The School shall provide continuing professional development programs for its teachers.

Employees of the School may participate in certain professional development activities offered by the Sponsor at the discretion of the Sponsor unless required by law. Any costs associated with professional development and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee. When the School is notified that the training is mandatory pursuant to law, the School is required to send a representative to attend and if the training is online, a School representative must view the training timely.

- G. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- H. This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board of directors, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

NONE

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.

- I. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- J. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, and/or terminating teachers.
- K. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

Additionally, the School shall require all employees and members of the Governing Board to be fingerprinted agrees that each of its employees, representatives, agents,

subcontractors, or suppliers who are permitted access on School grounds when students are present, who have direct contact with students or who have access to or control of School funds must meet Level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

L. Instructional and non-instructional personnel who are hired or contracted (including by any management company or ESP) to fill positions in the School and members of the Governing Board of the School must, upon employment, engagement of services, or appointment, undergo background screening as required under section 1012.465, Florida Statutes, or section 1012.56, Florida Statutes, whichever is applicable, by filing with the School Board a complete set of fingerprints taken by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. Potential School and ESP employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall not hire applicants whose fingerprint check and Level 2 screening results reveal non-compliance with standards of good moral character. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 435.04, 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the Sponsor's Human Resource Department when a staff member is no longer employed at the School.

M. The School shall require all employees and Governing Board members to self-report within 48 hours to the School and Sponsor any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

N. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, the Florida Education Equity Act, and federal law. The School agrees to develop and implement personnel practices and procedures that are consistent with State statutes and rules.

O. Evaluations:

Pursuant to section 1002.33(16) (b) (7), Florida Statutes, the School shall comply with section 1012.34, Florida Statutes, relating to the substantive requirements for performance evaluations for instructional personnel.

Pursuant to section 1002.33(16) (b) (7), Florida Statutes, the School shall comply with section 1012.34, Florida Statutes, relating to the substantive requirements for performance evaluations for school administrators.

An automatic renewal of an employment contract is prohibited without an annual evaluation as required by law.

- P. Per section 1002.33 (12) (g) 3, Florida Statutes, the School or any of its employees are prohibited from entering into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators (including those who resign in lieu of termination), based in whole or in part on misconduct that affects the health, safety, or welfare of a student. The recommendation of this terminated individual to another educational setting without disclosing the misconduct is strictly prohibited. Any part of an agreement or contract that has the purpose or effect of concealing misconduct is deemed contrary to public policy and is strictly prohibited.
- Q. The School shall be responsible for the investigation and discipline of any School employee who may be in violation of the terms, regulations, policies stated or referenced within this Charter and/or statutes.
- R. If the School's employees and agents accessing District technology must sign the District's Third Party Internet/Intranet Acknowledgement and Consent form PBSB 2359 at: <http://www.palmbeachschools.org/Forms/Documents/2359.pdf>. By signing this form, the School's employees and agents agree to follow School Board Policy 2.50—Third Party Use of District Technology. Additionally, the School must provide these employees and agents with technology security awareness training and provide the Sponsor proof of said training on request.

#### **Section 11: Required Reports/Documents**

The Sponsor and School shall agree upon submission deadlines for the following required documents:

- A. Pre-Opening
  - 1. Policies and Procedures Manual
  - 2. List of members of the Governing Board and Principal, including current contact information.
  - 3. Facility [zoning, certificate of occupancy, fire inspection, etc.]



4. Other

- a. Current lease or ownership documents
- b. Copy of current insurance certificates or policies for all types of insurance required by the charter
- c. List of current staff members including certifications and teaching assignments for teachers
- d. Documentation of fingerprinting of all staff and Governing Board members
- e. Student Code of Conduct
- f. Updated list of currently registered students
- g. Contract for transportation rates and services or transportation plan, if applicable.
- h. Letter specifying that the School will adopt/not adopt the ~~district~~ Sponsor reading plan
- i. Tentative dates and times of the meetings of the Governing Board for the first year
- j. Crisis Response and Disaster Preparedness Plan
- k. Dismissal policies and procedures
- l. School's parental contract, if applicable
- m. Student Progression Plan (if different from Sponsor's District's)
- n. Food Services Contract, if applicable.
- o. Comprehensive Incident and Safety Management Plan
- p. School safety requirements under the Marjorie Stoneman Douglas High School Public Safety Act and any and all applicable laws, rules, regulations including but not limited to a) Fortify FL; b) SESIR; C) Threat Assessment Teams; d) FSSAT; e) Active Assailant Response Plan; and f) Mental Health Allocation Plan.

B. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
2. Governing Board meeting agenda and minutes

C. Annual

1. Annual Student Achievement Report
2. Annual Financial Audit
3. Annual Unaudited Financial Statements and reporting package;\_\_Annual Governing Board Adopted Budget;
4. Program Cost Report;
6. Annual Inventory Report [capital purchases with public funds]
7. Policies and Procedures of the School [if materially revised]
8. School based Student Code of Conduct [if materially revised]
9. Dismissal Policies and Procedures [if materially revised]
10. Crisis Response and Disaster Preparedness Plan [if materially revised]
11. Employee Handbook [if materially revised]
12. Current List of members of the Governing Board and Principal
13. School's Parental Contract [if materially revised]
14. Projected Enrollment [for subsequent school year]
15. Capacity [for subsequent school year]
16. School Calendar [for subsequent school year] if different than the District
17. Evidence of Insurance
18. Management Organization Agreement [if materially revised]

19. Student Progression Plan [if materially revised]
  20. Food Services Contract [if materially revised]
  21. List of members of the Governing Board and Principal, including current contact information [if any variations from previous information provided]
  22. Comprehensive Incident and Safety Management Plan; and
  23. School safety requirements under the Marjorie Stoneman Douglas High School Public Safety Act and any and all applicable laws, rules, regulations including but not limited to a) Fortify FL; b) SESIR; c) Threat Assessment Teams; d) FSSAT; e) Active Assailant Response Plan; and f) Mental Health Allocation Plan.
- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any corrective action plan and the School's compliance with the requirements thereof.

## **Section 12: Miscellaneous Provisions**

### **A. Excused Performance**

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

### **B. Drug Free Workplace.**

The School shall be a drug-free workplace.

### **C. Entire Agreement**

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral

are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter.

All representations and warranties made herein and the provisions relating to post-termination of the Charter shall survive termination of this Charter.

H. Severability

If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary.

This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the

parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to Section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Except as stated below, every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

BRIDGE PREP CHARTER ACADEMY OF PALM BEACH, INC.  
ATTN: Governing Board Chairperson  
9875 SW 72 Street  
Miami, FL 33173

BRIDGEPREP ACADEMY OF PALM BEACH  
ATTN: Principal  
9085 Happy Hollow Rd,  
Delray Beach, FL 33446

With a copy to:  
S.M.A.R.T. Management, LLC  
Attn: Juan Carlos Quintana  
9875 SW 72 Street  
Miami, FL 33173  
Email: [jcquintana2@gmail.com](mailto:jcquintana2@gmail.com)

Tripp Scott, P.A.  
Attn: Jeffrey S. Wood, Esq.  
110 SE 6<sup>th</sup> Street  
Suite 1500  
Fort Lauderdale, Florida 33301

2. Notices to the School Board:

The School Board of Palm Beach County, Florida  
Attn: Superintendent  
3300 Forest Hill Blvd., Suite C-316  
West Palm Beach, FL 33406

Office of General Counsel  
The School Board of Palm Beach County, Florida  
3300 Forest Hill Blvd., Suite C-323  
West Palm Beach, FL 33406

Clerk of the School Board, Board Minutes  
The School Board of Palm Beach County, Florida  
3300 Forest Hill Blvd., Suite C-316  
West Palm Beach, FL 33406

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

L. Authority to Sign

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

M. Conflict Between Charter and Florida and Federal Law

In any case where this charter conflicts with then current federal or Florida law, the terms of the applicable Florida Statute, State Board Rule, federal law, or applicable case law will control over the Charter.

N. Conflict/Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate, terminate in 90 days, or non-renew this Charter in accordance with section 1002.33(8), Florida Statutes, subject to any and all appeals by the School. It is anticipated that a continuing policy of open communication between the Sponsor and

the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to or email the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing or email within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting or other verbal communication of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida Statutes.

#### O. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing or as stated below.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the Charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is



mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

P. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.


### **Appendices**

1. The Application and Amended Application.
2. Governance Documents.
3. English Language Learners ("ELL") Plan, if different than Sponsors.
4. United States of America and the School District of Palm Beach County dated February 26, 2013 (the "Resolution Agreement").
5. Sponsor's Opening School Checklist-PBSD 2414 Charter School Opening of School Checklist.
6. Minimum Enrollment Budget.
7. ESE Corrective Action Plan to be completed during the 2022/2023 school year.



**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal Charter Contract as of the day and year first above written:

ATTEST: BRIDGE PREP CHARTER ACADEMY OF PALM BEACH, INC. d/b/a BRIDGEPREP ACADEMEY OF PALM BEACH.

By:  Lou Lo Franco 8/26/2022  
Signature of Governing Board Secretary PRINT NAME DATE

By:  Luis Neave 8/26/2022  
Signature of Governing Board Chair PRINT NAME DATE

ATTEST: THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By:  By:   
Frank A. Barbieri, Jr., Esq. . Michael J. Burke  
Board Chairman Superintendent  
Date: 9/7/22 Date: 9/8/22

“REVIEWED & APPROVED AS TO LEGAL FORM AND SUFFICIENCY”:

By:  Date: 9-2-22  
A. Patricia Morales Esq.

## **CORRECTIVE ACTION FOR EXCEPTIONAL STUDENT EDUCATION AND SCHOOL-BASED TEAM PROCESSES AND PROCEDURES FOR BRIDGEPREP ACADEMY OF PALM BEACH**

During the 2021-2022 school year, the following concerns were noted at BridgePrep Academy of Palm Beach for Exceptional Student Education ("ESE") and School-Based Team:

### **ESE**

A systemic approach to ESE service delivery and compliance is necessary. In order to ensure consistent adherence to ESE policies/procedures, the following items are needed on a monthly basis for review:

- Evidence of follow-up on items noted in District Resource Teacher's visitation/support logs
- Support Facilitation logs showing service delivery as prescribed on the IEP and documenting progress toward IEP goals
- Consultation logs showing service delivery as prescribed on the IEP and documenting face-to-face discussions related to IEP goals
- Evidence of ESE Contact's attendance at all ESE trainings/meetings
- Evidence of compliant procedures for reevaluations (e.g., at least two observations, reevaluation listed as a purpose on the PPF, process ending in eligibility determination)
- Evidence of compliant procedures for 504s (e.g., compliant team, including someone w/knowledge of the physical/mental impairment)
- Annual goal progress reports from all service providers uploaded to EdPlan (i.e., each quarter/trimester, not monthly)

The following one-time task was completed in May 2022:

- Review of ESE files of all students, to make sure documents are present in their entirety (e.g., all pages of PPF, all pages of eligibility determination document)

Additionally, the following is/was required, in order to address the need for compensatory services:

- In May 2022, IEP review meetings for all students with academic services were completed (e.g., support facilitation, consultation) on their IEPs. These meetings required a compliant team, with parents invited via a PPF, and included a District representative. Data being used to determine the need for/quantity of compensatory services for each student.
- By September 1, 2022, completion of all compensatory services, as determined by the individual IEP meetings referenced above, with quarterly progress reports submitted to the Charter School Office until all compensatory time has been completed.

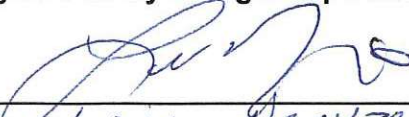
## SBT / RTI CORRECTIVE ACTION PLAN STEPS

The following steps need to be in place to develop a system to support Response to Intervention on BridgePrep's school campus by March 2023.

- Evidence of Planning and Scheduling
  - a. Intervention allotted in masterboard for supplemental and intensive support
  - b. Evidence of fluid grouping
- Data Based Decision Making
  - c. Evidence of ongoing evaluation of data
  - d. Evidence of multiple sources of data
  - e. Evidence of next steps of intervention for individual students
- Fidelity of Implementation
  - a. Supplemental ratio is aligned with district recommendations (1:7)
  - b. Intensive ratio is aligned with district recommendations (1:3)
  - c. Evidence of ongoing progress monitoring
- Progress monitoring
  - a. Evidence of progress monitoring - using PBS 2318
  - b. Evidence of progress monitoring tool matched to the intervention on students instructional level and focused on individual student needs with measurable goals set.
- Function of SBT
  - a. Evidence of regularly scheduled SBT Meetings (weekly, bi-weekly)
  - b. Evidence of at least 4 team members at scheduled SBT meetings with shared responsibility
- Assessment and Data
  - a. Multiple sources of data used at the Problem Solving table
  - b. School, class, small group, and Individual data used at Problem Solving Table
  - c. Evidence that data is graphed to inform data decision rules (positive, poor, questionable)
- Leadership
  - a. Evidence that leaders are a stakeholder at the Problem Solving meeting
  - b. Evidence of consistent attendance at the Problem Solving/SBT meeting

The School understands that the failure to cooperate with the Sponsor during its monitoring or review activities relating to this ESE Corrective Action Plan or its failure to comply with this ESE Corrective Action Plan, after written notice of noncompliance, may be considered a material breach of its Charter.

**Agreed to by BridgePrep Academy of Palm Beach:**

By:   
Title: BOARD chair.

**THIS PAGE LEFT BLANK INTENTIONALLY**