



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### Special Order Request

☐ Yes ☒ No

Time

### Open Agenda

☐ Yes ☒ No

ITEM No.:

L-5.

MEETING DATE

Jul 28 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT

Charter Schools/Management Support

TITLE:

First Amendment to Charter School Agreement with Atlantic Montessori Charter School, Inc. (Atlantic Montessori West Campus K-5 – 5164)

### REQUESTED ACTION:

Approve the First Amendment to Atlantic Montessori Charter School, Inc., on behalf of Atlantic Montessori West Campus K-5 – 5164.

### SUMMARY EXPLANATION AND BACKGROUND:

Atlantic Montessori Charter School, Inc., a Florida non-profit corporation, on behalf of Atlantic Montessori West Campus K-5 - 5164, desires to amend its Charter School Agreement to change its location and to decrease the contract enrollment capacity of the charter school for the 2015-2016 school year and subsequent years. A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center. A copy of all supporting documents is available online via the Broward County Public Schools eAgenda

at: <https://webappe.browardschools.com/eagenda>.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been approved as to form and legal content by the Office of the General Counsel.

### SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☒ Goal 3: Effective Communication

### FINANCIAL IMPACT:

There is no financial impact to the District.

### EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Atlantic Montessori West Campus ES (3) First Amendment Atlantic Montessori West Campus K-5 Agreement

### BOARD ACTION:

**APPROVED**

(For Official School Board Records Office Only)

### SOURCE OF ADDITIONAL INFORMATION:

Name: Jody Perry

Phone: 754-321-2135

Name:

Phone:

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

#### Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown

Thursday, July 02, 2015 2:11:50 PM

Approved In Open  
Board Meeting On:

**JUL 28 2015**

By:

School Board Chair

Electronic Signature

Form #4189 Revised 12/12

RWR/LMB/JP/RS:ac

Continuation of Summary Explanation and Background:

Atlantic Montessori Charter School, Inc., a Florida non-profit corporation, on behalf of Atlantic Montessori West Campus K-5 - 5164, desires to amend its Charter School Agreement to change its location and to decrease the contract enrollment capacity of the charter school for the 2015-2016 school year and subsequent years.

Pursuant to Section 1002.33, Florida Statutes, the terms and conditions for the operation of a charter school shall be set forth by the charter school and The School Board of Broward County, Florida, in a written contractual agreement. This agreement shall constitute a school's charter.

The Charter School will be located at 9063 Taft Street, Pembroke Pines, Florida 33024, which is located in District 2.

The governing board members of Atlantic Montessori Charter School, Inc., reside in Broward, Miami-Dade and Orlando, Florida.

A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12<sup>th</sup> floor of the K.C.W. Administration Center.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: <https://webappe.browardschools.com/eagenda>.

## **Executive Summary**

### **Atlantic Montessori Charter School, Inc. Atlantic Montessori Charter School West Campus K-5 - 5164**

#### **Amendment to the Charter Agreement**

The terms and conditions for the operation of a charter school are set forth by the governing board of the charter school and by The School Board of Broward County, Florida, in a written contractual agreement that constitutes a school's charter.

On March 3, 2015, The School Board of Broward County, Florida, approved a Charter School Agreement authorizing Atlantic Montessori Charter School, Inc., (Atlantic Montessori Charter School West Campus K-5 - 5164), to enter into a Charter School Agreement with The School Board of Broward County, Florida, that will become effective July 1, 2015, and covers a term of five years commencing July 1, 2015 and ending June 30, 2020.

Atlantic Montessori Charter School, Inc., on behalf of Atlantic Montessori Charter School West Campus K-5 - 5164, desires to amend its Charter School Agreement to change the location which required a decrease in the enrollment contract capacity of the charter school.

Starting with the 2015 – 2016 school year, the charter school will be located at 9063 Taft Street, Pembroke Pines, Florida 33024.

The term of the Charter shall remain the same, covering five years commencing on July 1, 2015, and ending on June 30, 2020.

Atlantic Montessori Charter School West Campus K-5 – 5164, will be located in District 2.

The governing board members of Atlantic Montessori Charter School, Inc., reside in Broward, Miami-Dade and Orlando, Florida.

**Atlantic Montessori Charter School West Campus, 5164  
First Amendment to Charter School Agreement**

**FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT**

This First Amendment to the CHARTER AGREEMENT is made and entered into as of this 28<sup>th</sup> day of July 2015, by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,**  
a body corporate operating and existing under the laws of the State of Florida  
[hereinafter referred to as "Sponsor"],  
and having its principal place of business located at  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**Atlantic Montessori Charter School, inc,**  
a Florida not-for-profit organization [hereinafter referred to as "School"],  
and having its principal place of business located at  
9893 Pines Blvd, Pembroke Pines, FL 33024

**WHEREAS**, the parties entered into a Charter School Agreement ("Agreement") on or about March 3, 2015, which incorporates by reference the SCHOOL's Charter School Application wherein the School was authorized to operate a charter elementary K-5 school, known as "Atlantic Montessori Charter School West Campus" in Broward County, Florida; and

**WHEREAS**, Section 2.B.4 of the Agreement permits the amendment of the Agreement during its term through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and

**WHEREAS**, the School desires to amend its Agreement to relocate the school to a new location which will require a decrease in the contract enrollment capacity of the school.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and terms herein set forth, the parties agree as follows:

**1.01 Recitals:** The foregoing recitals are true and correct and are incorporated within this Charter by reference.

**1.02 Amendments:** The following portion of the Charter School Agreement shall be amended to provide as follows:

Section 4.A: **Eligible Students:** The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes, up to the maximum school enrollment capacity of 120. The School shall not be eligible for or receive funds for enrollment beyond the

**Atlantic Montessori Charter School West Campus, 5164  
First Amendment to Charter School Agreement**

maximum enrollment capacity provided herein. If the enrollment of the school should exceed the building capacity established by the applicable certificate of occupancy, Sponsor may terminate the charter school agreement. Such circumstances shall constitute good cause for the termination of the charter school agreement. The parties agree that the approved school enrollment capacity is the minimum enrollment that will support the School's operations at an adequate level under its approved budget. If the School fails to achieve the minimum school enrollment capacity as provided herein by the October FTE reporting period, such shall be considered good cause for termination or non-renewal for failure to meet generally accepted standards of the school management as provided in Section 1002.33(8)(a)(2), Florida Statutes, unless the School provides the Sponsor a revised and balanced budget within sixty (60) days of the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the prior written consent of the student's parent/guardian or of the student (if an adult). The School agrees that any transfer or withdrawal of students shall be conducted in accordance with the Sponsor's student transfer and withdrawal policies and procedures. Parents may withdraw a student from the School at any time. In such event, the student shall either return to the student's regularly assigned district school or to another school with an appropriate program.

Section 6.A.1: **Facility Location:**  
9063 Taft Street, Pembroke Pines, Florida 33024.

The School will be located at:

Section 6.C.1: **School's Street Address:**  
located at: 9063 Taft Street, Pembroke Pines, Florida 33024

The Charter School is

**1.03 Order of Precedence Among Agreement Documents:** In the event of a conflict between the provisions of the agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This First Amendment to the Charter School Agreement; then
- (c) The Charter School Agreement; then
- (d) The Charter Application

**1.04 Other Provisions, as Amended, Remain in Force:** Except as expressly provided herein, all other portions of the agreement remain in full force and effect.

**1.05 Authority** Each person signing the First Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to the Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this First Amendment to Charter School Agreement as of the day and year first above written.

Atlantic Montessori Charter School West Campus, 5164  
First Amendment to Charter School Agreement

FOR THE SCHOOL

(Corporate Seal)

Atlantic Montessori Charter School Inc

Attest: \_\_\_\_\_

Secretary

- or -

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

by: J. Garcia, Director  
Name and Title

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June 2015 by

Juana L Garcia

Name of Person on behalf of

of Atlantic Montessori Charter School  
Atlantic Montessori Charter School Inc, West Campus

the Governing Entity

Corporation

He/She took an oath and is personally known to me or has produced \_\_\_\_\_ as  
identification.

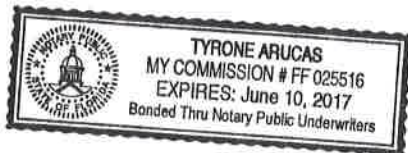
My commission expires:

(SEAL)

Tyrone Arucas  
Signature – Notary Public

My commission expires:

Tyrone Arucas  
Printed Name of Notary Public



Atlantic Montessori Charter School West Campus, 5164  
First Amendment to Charter School Agreement


FOR THE SPONSOR

(Corporate Seal)

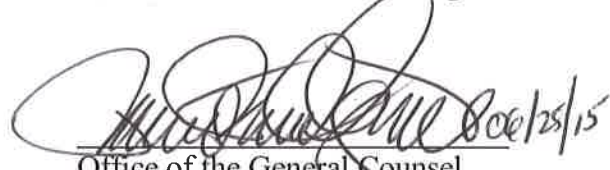
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By   
Donna P. Korn, Chair

  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel