

**Imagine Charter School at Weston - 5111
Second Amendment to Charter School Agreement**

SECOND AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

This Second Amendment to the CHARTER AGREEMENT is made and entered into as of this _____ day of _____ 2016, 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

The Learning Excellence Foundation of West Broward County, Inc.
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
2500 Glades Circle, Weston, Florida 33327.

and

Imagine West Broward, Inc.
a Florida not-for-profit organization [hereinafter referred to as "Grades 6-8 School"],
and having its place of business located at
2500 Glades Circle, Weston, Florida 33327.

WHEREAS, the Sponsor and School entered into a charter school agreement ("Grades K-5 Agreement") on or about May 15, 2001, which incorporates by reference the School's Charter School Application wherein the School was authorized to operate a charter, serving Grades K-5 known as "Imagine Charter School at Weston" in Broward County, Florida; and

WHEREAS, on August 7, 2012, the School entered into an Amendment modifying the term of its contract to fifteen (15) years; and

WHEREAS, the Sponsor and Grades 6-8 School entered into a charter school agreement ("Grades 6-8 Agreement") on or about May 15, 2012, which incorporates by reference the Grades 6-8 School's Charter School Application wherein the Grades 6-8 School was authorized to operate a charter, serving Grades 6-8 known as "Imagine Middle School West" in Broward County, Florida; and

WHEREAS, Section 2.B.4 of the Grades K-5 School's Agreement and the Grades 6-8 School's Agreement permit those amendments of those agreements during the terms through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and

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WHEREAS, the parties desire to expand the grades served by the School to include those previously served by Grades 6-8 School and to conclude the Grades 6-8 Agreement between the Sponsor and the Grades 6-8 School; and

WHEREAS, the parties desire to increase the contact capacity of the School to acknowledge the enrollment of the 6-8 grade levels; and

WHEREAS, the parties desire to change the grades served by the School to consolidate grades K-8 into one charter as authorized by Section 1002.33(7)(c), Florida Statutes.

NOW, THEREFORE, and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties hereby amend the Amended Agreement as follows:

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

1.02 Effective Date: This Second Amendment to Charter School Agreement pertaining to the School's Amended Agreement shall be effective as of July 1, 2016 and the Grades 6-8 Agreement shall conclude on June 30, 2016.

1.03 Amendments: The following portions of the School's Amended Agreement shall be amended to provide as follows:

(a) As of the effective date, the School shall be known as "Imagine Charter School at Weston." All references to the previous name of the School are deleted and replaced with "Imagine Charter School at Weston."

(b) Paragraph 2.1 of the School's Amended Agreement is deleted and replaced with the following:

"2.1 The School's approved Application (Appendix IA) to operate a grades K-5 charter school and IMAGINE WEST BROWARD, INC., approved application (Appendix IB) to operate a Grades 6-8 charter school are appended hereto and are incorporated herein by reference. If any provision of this Charter School Agreement is inconsistent with Appendix IA or Appendix IB, the provisions of this Charter School Agreement shall prevail."

(c) Section 4.A of the School's charter school agreement is deleted and replaced with the following:

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 approved by the Sponsor through its approval of this Agreement. Furthermore, the School's enrollment capacity is increased to

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a maximum for the charter of 1075 students. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. 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".

1.04 School Number: The School will continue to be identified by Master School Identification Number: 5111.

1.05 Order of Precedence Among Agreement Documents: In the event of a conflict between the provisions of the School's Amended Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This Second Amendment to the Agreement;
- (b) The First Amendment to the Agreement;
- (c) The Agreement;
- (d) The Charter Application, Appendix 1A; and
- (e) The Charter Application, Appendix 1B.

1.06 Other Provisions, as Amended, Remain in Force: Except as expressly provided herein, all other portions of the School's Amended Agreement remain in full force and effect.

1.07 Authority: Each person signing this Second Amendment to the Agreement on behalf of a party individually warrants that he or she has full legal power to execute this Second Amendment to the Agreement.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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FOR THE SCHOOL

(Corporate Seal)

The Learning Excellence Foundation of
West Broward County, Inc.

Attest: _____
Secretary

by: Patrick Sandoe
Name and Title Governing Board President

- or -
Judy Perry
Witness
Nadine M. Sakam
Witness

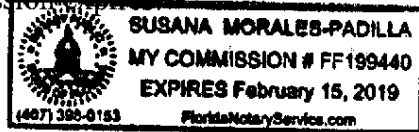
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11th day of April, 2016 by
Patrick Sandoe
Name of Person on behalf of
the Governing Entity
of _____
The Learning Excellence Foundation of
West Broward County, Inc.

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

My commission expires:

(SEAL)



My commission expires:

Susana Morales-Padilla
Signature - Notary Public
Susana Morales-Padilla
Printed Name of Notary Public

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FOR THE SCHOOL
GRADES 6-8

(Corporate Seal)

Imagine West Broward, Inc.

Attest: _____
Secretary

by: [Signature] Governing Board
Name and Title President

[Signature]
or
Witness
Madeline M. Laham
Witness

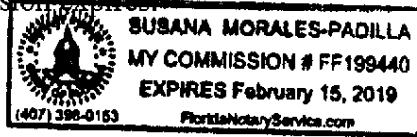
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17th day of April, 2016 by
Patrick Sandoe of _____
Name of Person on behalf of Imagine West Broward, Inc
the Governing Entity

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

My commission expires:

(SEAL)



My commission expires:

[Signature]
Signature - Notary Public
Susana Morales-Padilla
Printed Name of Notary Public

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FOR THE SPONSOR

(Corporate Seal)

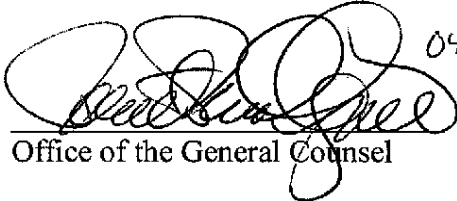
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

 04/12/16

Office of the General Counsel