

**FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT**

**This First 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

**Imagine- South Broward, Inc.**  
a Florida not-for-profit organization, d/b/a Imagine Schools – Plantation Campus [hereinafter  
referred to as “School”],  
and having its principal place of business located at  
13790 NW 4<sup>th</sup> Street, #108.  
Sunrise, Florida 33325

**WHEREAS**, the parties entered into a Charter School Agreement (“Agreement”) on or about May 5, 2012, which incorporates by reference the SCHOOL’s Charter School Application wherein the School was authorized to operate a charter elementary school K-5, known as “Imagine Schools – Plantation 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 has received verification from The FLDOE that it has been designated as a High -Performing charter school; and

**WHEREAS**, the School desires to invoke its right under s.1002.331(2)(e), Florida Statutes., to amend its Agreement to extend the term of the Agreement to June 30, 2027.

**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:

**Imagine Schools- Plantation Campus -5044**  
**First Amendment to Charter School Agreement**

Section 2.B: **Term of Charter** Unless terminated earlier pursuant to Section 1002.33, Florida Statutes, or upon the terms contained herein, this charter shall cover a term of Fifteen (15) years commencing on July 1, 2012 and ending on June 30, 2027.

Section 2.B.4.a: **High Performing Charter School:** As per Section 1002.331 Florida Statutes, a State designated high-performing charter school may increase its student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable. A high-performing charter may receive a modification of its charter to a term of 15 years or a 15-year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

**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
- (b) The Charter Agreement; and
- (c) 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

Imagine Schools- Plantation Campus -5044  
First Amendment to Charter School Agreement

**FOR THE SCHOOL**

(Corporate Seal)

Imagine- South Broward, Inc.  
(Not for Profit)

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

Secretary

Paul Sasse

Witness

Jodi Culbertson

Witness

STATE OF Florida

COUNTY OF Broward

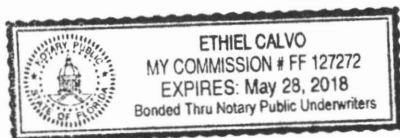
by: Steve Selva  
Chair

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2016  
by Board Chair, Imagine- South Broward, Inc.

(Not for Profit) on behalf of Imagine Schools –Plantation Campus 5044. He took an oath and is  
personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires:

(SEAL)



My commission expires:

05/28/18

Ethiel Calvo  
Signature – Notary Public

Ethiel Calvo  
Printed Name of Notary Public

Imagine Schools- Plantation Campus -5044  
First Amendment to Charter School Agreement

**FOR THE SPONSOR**

(Corporate Seal)

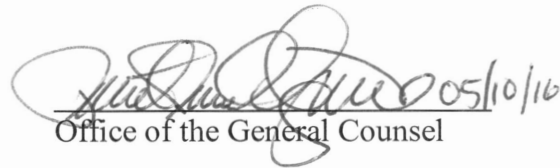
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel