



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE 2018-07-24 10:05 - Regular School Board Meeting

AGENDA ITEM ITEMS

CATEGORY L. OFFICE OF PORTFOLIO SERVICES

DEPARTMENT Charter Schools/Management Support

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

ITEM No.:
L-2.

TITLE:
First Amendment to Charter School Agreement with Academic Solutions Academy, Inc., on behalf of Academic Solutions High

REQUESTED ACTION:
Approve the First Amendment to the Charter School Agreement with Academic Solutions Academy, Inc., on behalf of Academic Solutions High School - 5028.

SUMMARY EXPLANATION AND BACKGROUND:
 Academic Solutions Academy, Inc., a Florida non-profit corporation, on behalf of Academic Solutions High School - 5028, desires to amend its charter school agreement to relocate the school to another location and co-locate with Academic Solutions Academy - A - 5233, for the 2018-2019 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 reviewed and 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) Academic Solutions High School 5028 ES (3) Academic Solutions High School 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
 6/21/2018, 12:27:22 PM

Approved In Open Board Meeting On: **JUL 24 2018**
 By: *Nora Rupert*
 School Board Chair

Continuation of Summary Explanation and Background:

Academic Solutions Academy, Inc., a Florida non-profit corporation, on behalf of Academic Solutions High School – 5028, desires to amend its charter school agreement to relocate the school to another location and co-locate with Academic Solutions Academy – A – 5233, for the 2018-2019 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: 2000 West Commercial Boulevard, Fort Lauderdale, Florida 33309 which is in District 3.

The governing board members of Academic Solutions Academy, Inc., reside in Greenacres, Gainesville, Lakeworth, Boynton Beach and Fort Lauderdale, Florida.

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/>.

EXECUTIVE SUMMARY
 Academic Solutions Academy, Inc.
 Academic Solutions High School – 5028

School Name	Academic Solutions High School
Implementation Year	2012-2013
Termination Date of Current Charter Agreement	June 30, 2022
Current Address	4099 N. Pine Island Road Sunrise, Florida 33351
New Address	2000 W. Commercial Blvd. Fort Lauderdale, Florida 33309
Grades Currently Serving	9-12
Current Enrollment	234
Target Population	At Risk
Curriculum Focus	Re-engagement/Recovery
School Grade 2016-2017	Maintaining

The original agreement with Academic Solutions Academy, Inc. was approved at the December 4, 2012, Regular School Board Meeting, Item E-2.

Academic Solutions Academy, Inc. desires to amend its charter agreement to relocate the school to another location and co-locate with Academic Solutions Academy – A – 5233, for school year 2018-2019 and subsequent years. The School’s enrollment capacity is reduced to a maximum for the charter of 250 students due to co-location.

The charter school wishes to relocate to: 2000 West Commercial Boulevard, Fort Lauderdale, Florida 33309, for the 2018-2019 and subsequent school years, and co-locate with Academic Solutions Academy – A – 5233.

The term of the charter shall remain the same, covering five years commencing on July 1, 2017, and ending June 30, 2022.

The Mayor and the City Manager for the City of Fort Lauderdale have been notified of the change.

Academic Solutions High School - 5028 is in District 3.

The governing board members of Academic Solutions Academy, Inc., reside in Greenacres, Gainesville, Lakeworth, Boynton Beach and Fort Lauderdale, Florida.

**Academic Solutions High School – 5028
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 24th day of July 2018, 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

Academic Solutions Academy, Inc.
a Florida not-for-profit organization [hereinafter referred to as “School”],
and having its principal place of business located at
2000 W. Commercial Boulevard, Fort Lauderdale, Florida 33309..

WHEREAS, the parties entered into a Charter School Agreement (“Agreement”) on or about December 4, 2012, which incorporates by reference the SCHOOL’s Charter School Application wherein the School was authorized to operate a charter high school 9-12, known as “Academic Solutions High School” 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 another location and co-locate with Academic Solutions Academy – A; and

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 approved by the Sponsor through its approval of this Agreement. Furthermore, the School’s enrollment capacity is reduced to a maximum for the charter of 250 students. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity

**Academic Solutions High School – 5028
First Amendment to Charter School Agreement**

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 October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon 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:** The School will be located at 2000 W. Commercial Boulevard, Fort Lauderdale, Florida 33309.

Section 6.C.1. **School’s Street Address:** The Charter School is located at 2000 W. Commercial Boulevard, Fort Lauderdale, Florida 33309.

Section 6.C.5: **Shared Use of a Facility with Other Entities:** The School shall disclose to the Sponsor the identity of any entity with whom it will share the facility or space or share any temporary facility during the term of this Charter. Shared use of a facility requires an amendment to the charter agreements of all co-located Schools.

Section 6.C.5.a: **Entity Disclosure:** The School will co-locate with Academic Solutions Academy – A – 5233, at: 2000 W. Commercial Boulevard, Fort Lauderdale, Florida 33309. The School shall enroll all eligible students in accordance with Section 1002.33(1), Florida Statutes. Due to the co-located use of its facility, the School’s enrollment capacity is reduced to a maximum for the charter of 250 students. The School’s enrollment, when combined with the enrollment of any other co-located schools, may not exceed the building capacity established by the applicable certificate of occupancy. If the combined enrollment of the co-located schools should exceed the building capacity established by the applicable certificate of occupancy, Sponsor may terminate the charter school agreement of each of the co-located schools for good cause.

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.

**Academic Solutions High School – 5028
First Amendment to Charter School Agreement**

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

Academic Solutions High School – 5028
First Amendment to Charter School Agreement

FOR THE SCHOOL

(Corporate Seal)

Academic Solutions Academy, Inc.

Attest: _____

Secretary

or -

[Handwritten Signature]

Witness

Witness

by: *[Handwritten Signature]*
Name and Title (VICE CHAIRMAN)

STATE OF Florida.

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31st day of May, 2018 by

Michael A. Aitchison
Name of Person on behalf of
the Governing Entity

of Academic Solutions Academy Inc.
Academic Solutions Academy, Inc.

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

My commission expires:

(SEAL)

My commission expires: 11/02/2020.

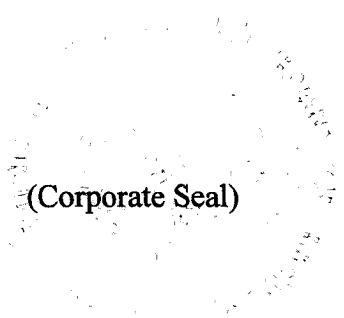
[Handwritten Signature]
Signature – Notary Public

Manuel Pupo.
Printed Name of Notary Public



Academic Solutions High School – 5028
First Amendment to Charter School Agreement

FOR THE SPONSOR



(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By Nora Rupert
Nora Rupert, Chair

A large, handwritten signature in black ink, which appears to read "Robert W. Runcie", is written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

[Handwritten Signature] 06/12/18
Office of the General Counsel