

**Imagine Charter School at Weston - 5111  
Third Amendment to Charter School Renewal Agreement**

**THIRD AMENDMENT TO THE CHARTER SCHOOL RENEWAL AGREEMENT**

This Third Amendment to the Charter School Renewal Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020, 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

**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.

**WHEREAS**, the parties entered into a Charter School Renewal Agreement (“Agreement”) on or about August 18, 2009, which incorporates by reference the School’s Charter School Application wherein the School was authorized to operate a charter elementary and middle (K-8), known as “Imagine Charter School at Weston” in Broward County, Florida: and

**WHEREAS**, Section 4.1 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 Parties desire to amend the Agreement to acknowledge a change of Article 21.0 Miscellaneous to include Subsection 21.7 Severability, Subsection 21.14 Provisions, and 21.14.1 Remedial Measures.

**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 portions of the Charter School Renewal Agreement shall be amended to provide as follows:

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**ARTICLE 21.0 – MISCELLANEOUS**

21.7 **Severability:** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement (a) is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, or (b) is superseded by a provision arising under a subsequent amendment to the Agreement that is executed by the parties; such shall not affect the remaining portions of this Agreement (and any amendments thereto) and such remaining portions remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, void or superseded sections, paragraphs, sentences, clauses or provisions had never been included herein.

21.14 **Provisions**

21.14.1: **Remedial Measures:** The School will implement the following remedial measures:

- (a) The School will maintain appropriate and accurate attendance reports according to the requirements of the State of Florida;
- (b) The School will implement controls to safeguard student source attendance records;
- (c) The School will cooperate with the Sponsor through the duration of the FEFP appeals proceeding with the Florida Department of Education; and
- (d) The School will be responsible for financial penalties levied by the Florida Department of Education for all audit findings.

**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 Third Amendment to the Charter School Renewal Agreement; then
- (b) The Second Amendment to the Charter School Renewal Agreement; then
- (c) The First Amendment to the Charter School Renewal Agreement; then
- (d) The Charter School Renewal Agreement; and
- (e) 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 Third Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment to the Agreement.

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

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FOR THE SCHOOL

(Corporate Seal)

LEARNING EXCELLENCE FOUNDATION  
WEST BROWARD COUNTY, INC.

by: Priscilla Prado Stroze  
Name and Title Chair

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

- or -  
Kristin Sadeo  
Witness  
Kevin Guas  
Witness

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Aug, 2020 by

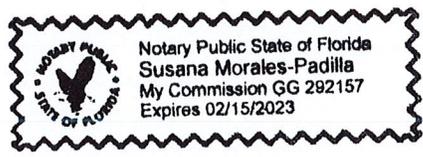
Priscilla Prado Stroze of LEARNING EXCELLENCE FOUNDATION  
Name of Person on behalf WEST BROWARD COUNTY, INC.  
the Governing Entity

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

My commission expires:

(SEAL)

Susana Morales-Padilla  
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 \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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