



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-10-06 10:05 - School Board Operational Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	L. OFFICE OF PORTFOLIO SERVICES
<b>DEPARTMENT</b>	Charter Schools/Management Support

<b>Special Order Request</b>
<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Time</b>
<b>Open Agenda</b>
<input type="radio"/> Yes <input checked="" type="radio"/> No

**ITEM No.:**

L-1.

**TITLE:**

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

**REQUESTED ACTION:**

Approve the Third Amendment to the Charter School Renewal Agreement with Learning Excellence of West Broward County, Inc., on behalf of Imagine Charter School at Weston - 5111.

**SUMMARY EXPLANATION AND BACKGROUND:**

Learning Excellence Foundation of West Broward County, Inc., is a Florida non-profit corporation, on behalf of Imagine Charter School at Weston - 5211.

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.

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

**SCHOOL BOARD GOALS:**

Goal 1: High Quality Instruction   
  Goal 2: Safe & Supportive Environment   
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**EXHIBITS: (List)**

(1) Executive Summary (2) Imagine Charter School at Weston Third Amendment

**BOARD ACTION:**

## APPROVED

(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Donté Fulton Collins	Phone: 754-321-2135
Name:	Phone:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

John Sullivan - Task Assignment

Signature

*John J. Sullivan*  
 9/11/2020, 11:54:55 AM

Approved In Open Board Meeting On:

**OCT - 6 2020**

By:   
School Board Chair

## EXECUTIVE SUMMARY

Learning Excellence Foundation of West Broward County, Inc.  
Imagine Charter School at Weston - 5111

School Name	Imagine Charter School at Weston
Implementation Year	2001-2002
School Address	2500 Glades Circle Weston, Florida 33327
District	6
Grades Approved to Serve	K-8
Grades Currently Serving	K-8
Current Enrollment Count	971
Target Population	Neighborhoods surrounding the school
Curriculum Focus	Traditional
School Grade 2018-2019	A
School Grade 2017-2018	A
School Grade 2016-2017	A

The School Board of Broward County, Florida ("Sponsor") entered into a Charter School Renewal Agreement ("Agreement") with Learning Excellence Foundation of West Broward County, Inc. on behalf of Imagine Charter School at Weston – 5111 ("School") at a Regular School Board Meeting on August 18, 2009. On August 7, 2012, the parties agreed on a First Amendment Agreement for a fifteen-year period expiring June 30, 2025. In addition, a Second Amendment to the Charter Renewal Agreement between the parties was approved on May 17, 2016, allowing the consolidation of Imagine Middle School West and Imagine Charter School at Weston.

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

Learning Excellence Foundation of West Broward County, Inc., is a non-profit corporation, on behalf of Imagine Charter School at Weston – 5111, desires to amend its Agreement to acknowledge a change of Article 21.0 Miscellaneous to include Subsection 21.7: Severability, Subsection 21.14: Provisions, and Section 21.14.1: Remedial Measures for the 2020-2021 school year and subsequent years.

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.

The term of the amended Agreement shall remain the same, covering fifteen years commencing on August 18, 2009, and ending on June 30, 2025.

The governing board members of Learning Excellence Foundation of West Broward County, Inc., reside in Broward County, Florida.

**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 6<sup>th</sup> day of October 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:

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

**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.

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

**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.

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

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

FOR THE SCHOOL

(Corporate Seal)

LEARNING EXCELLENCE FOUNDATION  
WEST BROWARD COUNTY, INC.

by: Priscilla Prado Stroze  
Name and Title Chair

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

Secretary

Kristin Sackel  
Witness

Janice Cross  
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  
Name of Person on behalf  
the Governing Entity

LEARNING EXCELLENCE FOUNDATION  
WEST BROWARD COUNTY, INC.

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



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

FOR THE SPONSOR

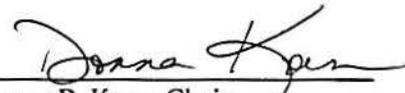
(Corporate Seal)

ATTEST:



Robert W. Runcie  
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel