

**Ben Gamla Charter High School - 5005
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 _____ day of _____ 2015, 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 National Ben Gamla Charter Foundation, Inc.
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
2620 Hollywood Blvd., Hollywood, Florida 33020

WHEREAS, the parties entered into a Charter School Agreement ("Agreement") on or about July 22, 2011, 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 "Ben Gamla Charter High School" in Broward County, Florida,

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 a new location and co-locate with Ben Gamla Preparatory Charter High School – 5182 and Ben Gamla Preparatory Charter School - 5204 which will require a decrease in the contract enrollment capacity of the school.

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

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School's enrollment capacity is reduced to a maximum for the charter of 109 students in accordance with the restrictions placed on the school by the City of Hollywood enumerated in an email from the governing board chair to the district (Appendix 1). The School's enrollment capacity is further limited by the capacity of the certificate of use, certificate of occupancy, or fire permit issued by the municipality where the school is located. 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.

Section 6.C.1: **School's Street Address:** The School will be at: 2650 Van Buren Street, Hollywood, Florida 33020.

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. At no time will the total enrollment of all the schools and charter school sharing any such facility exceed the Certificate of Occupancy, Certificate of Use or Fire Permit capacities of the facility.

Section 6.C.5.a **Entity Disclosure:** The School will colocate with Ben Gamla Preparatory Charter High School – 5182 and Ben Gamla Preparatory Charter School – 5204 at 2650 Van Buren Street, Hollywood, Florida 33020. Due to the co-located use of its facility, the School's enrollment capacity is reduced to a maximum for the charter of 109 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) First Amendment to the Charter School Agreement; then
- (b) The Charter School Agreement; then
- (c) The Charter Application

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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

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FOR THE SCHOOL



The National Ben Gamla Charter School
Foundation, Inc.

by: Debra Klein
Name and Title

Attest: _____

Secretary

- or -

Sharon A. Miller

Witness

Pat Neubel

Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16th day of June, 2015 by

Debra Klein
Name of Person on behalf of

of _____
The National Ben Gamla Charter School
Foundation, Inc.

the Governing Entity

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

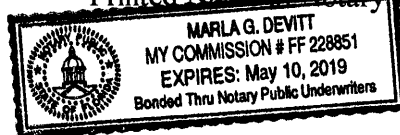
My commission expires:

(SEAL)

Marla G. Devitt
Signature - Notary Public

My commission expires:

Printed Name of Notary Public



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FOR THE SPONSOR

(Corporate Seal)

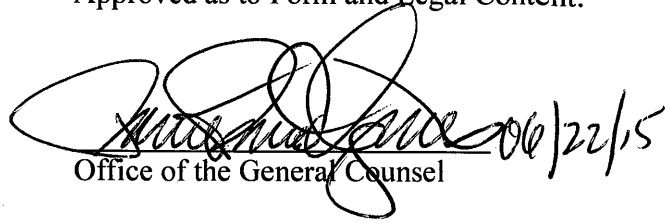
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel 06/22/15