

**Ben Gamla Preparatory Charter School - 5204
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 April 21, 2015, which incorporates by reference the SCHOOL's Charter School Application wherein the School was authorized to operate a charter middle school (6-8), known as "Ben Gamla Preparatory Charter 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 has disclosed its intent to co-locate with Ben Gamla Preparatory Charter High School - 5182;

WHEREAS, the School desires to amend its Agreement to co-locate with Ben Gamla Charter High School - 5005.

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 6.A.1: **Facility Location:** The School will be at: 2650 Van Buren Street, Hollywood, Florida 33020.

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Section 6.C.4: **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. The School shall disclose the names of the colocated entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

Section 6.C.5: **Entity Disclosure:** The School will colocate with Ben Gamla Charter High School – 5005 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 200 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

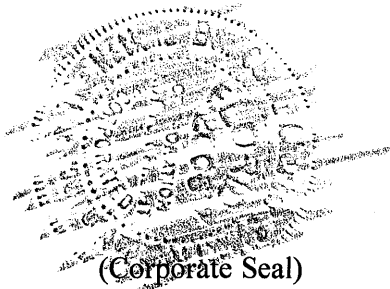
1.04 Other Provisions, as Amended, Remain in Force: Except as expressly provided herein, all other portions of the agreement remain in full force and effect.

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 Debra Klein, Board Chair

Attest: _____
Secretary

- or -

Sharon A. Miller
Witness

Debra Klein
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
the Governing Entity

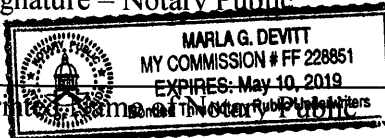
of _____
The National Ben Gamla Charter School
Foundation, Inc.

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

My commission expires:

(SEAL)

My commission expires:

Marla G. Devitt
Signature - Notary Public

Printed Name of Notary Public

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FOR THE SPONSOR

(Corporate Seal)

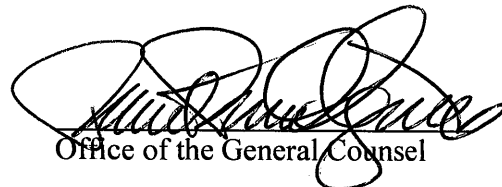
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

 06/22/15
Office of the General Counsel