

FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

**This First Amendment to the Charter School Agreement is made and entered into as of this
_____ day of _____ 2016, 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

FLORIDA CHARTER FOUNDATION, INC.,
a Florida not-for-profit organization [hereinafter referred to as “School”],
and having its principal place of business located at
1225 SE 2nd Avenue, Fort Lauderdale, Florida 33316

WHEREAS, the parties entered into a Charter School Agreement (the “Charter”) on or about October 7, 2014, which incorporates by reference the School’s Charter School Application (the “Application”), wherein the School was authorized to operate a charter high school, 9-12 known as “Franklin Academy 3” 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 parties desire to amend the Charter as provided herein.

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 Charter shall be amended as follows:

A. All references in the Charter to the name of the School shall be changed from “Franklin Academy 3” to “Franklin Academy- Pembroke Pines High School”.

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B. The School shall relocate to a new facility beginning with the 2016-17 school year, and the following provision of the Charter shall be deleted in its entirety and replaced with the following language:

“Section 6.A.1: **Facility Location:** The School will be located at 5000 SW 207th Terrace, Pembroke Pines, FL 33332 beginning with the 2016-17 school year. The School will present proof of the appropriate facility certification (including all certificates of occupancy and/or certificates of use that are required by applicable building codes) to the Sponsor no less than fifteen (15) days before the opening day of classes for the 2016-17 school year.”

C. The parties agree that the School shall refrain from delivering the educational program and curriculum described in the Application, and the Charter shall be modified as follows:

a. The following language shall be added to the Charter immediately following Section 2.B.4.:

“Section 2.B.4.a: **Modification of Co-Education Model:** Any modification to the co-educational model of instruction shall require an amendment to this Charter. Prior to any modification to the co-educational model, the School shall provide the Sponsor with substantiation of compliance with the Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender. Compliance with the foregoing requirement may be demonstrated by (i) written confirmation that the Office of Civil Rights (OCR) is no longer pursuing its program of investigating public schools’ implementation of single-gender choice programs; (ii) written approval of the School’s single-gender program by the OCR; or (iii) final resolution from a court of competent jurisdiction that the School’s single-gender program is legally compliant.”

b. Section 2.C. shall be modified as follows:

“Section 2.C: **Educational Program and Curriculum:** The School shall deliver an educational program and curriculum as described in the Application, except that the School shall not offer single gender classes until such time as the School demonstrates compliance with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of gender. Compliance with the foregoing requirement may be demonstrated by (i) written confirmation that the Office of Civil Rights (OCR) is no longer pursuing its program of investigating public schools’ implementation of single-gender choice programs; (ii) written approval of the School’s single-gender program by the OCR; or (iii) final resolution from a court of competent jurisdiction that the School’s single-gender program is legally compliant.”

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c. The following language shall be added to the Charter immediately following Section 2.E.3.:

“Section 2.E.3.a: The School agrees that it will offer a strictly co-educational model to all students until such time as the School can offer evidence of a legally compliant single gender educational model as demonstrated by (i) written confirmation that the Office of Civil Rights (OCR) is no longer pursuing its program of investigating public schools’ implementation of single-gender choice programs; (ii) written approval of the School’s single-gender program by the OCR; or (iii) final resolution from a court of competent jurisdiction that the School’s single-gender program is legally compliant. The School agrees that it will provide the Sponsor with all documentation provided to the OCR concurrently.”

D. The parties agree that the School shall serve as a feeder school for all Franklin Academy K-8 charter schools, and the following provision of the Charter shall be deleted in its entirety and replaced with the following language:

“Section 4.F.1.f: **Enrollment Preferences – Feeder Schools**: The School acknowledges that it shall serve as a feeder school for related charter schools operated as Franklin Academy charter schools, and it may give enrollment preference to students advancing to the School from such charter schools.”

1.03 **Order of Precedence Among Agreement Documents**: In the event of a conflict between the provisions of the Charter and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This First Amendment; then
- (b) The Charter; then
- (c) The Application

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

1.05 **Authority**: Each person signing this First Amendment to the Charter on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to the Charter.

[Signatures on the Following Pages]

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

FOR THE SCHOOL

(Corporate Seal)

Florida Charter Foundation, Inc.

Attest: _____

Secretary

- or -

Lucy P. [Signature]
Witness

Witness

by: [Signature]
Scott E. Sznitken, Executive Director

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25th day of April 2016 by

Scott E. Sznitken
Name of Person on behalf of
the Governing Entity

of _____
Florida Charter 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:

[Signature]
Signature – Notary Public

Deborah R. Hanley
Printed Name of Notary Public

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FOR THE SPONSOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Dr. Rosalind Ogood, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel