

**SECOND AMENDMENT TO THE CHARTER SCHOOL AGREEMENT**

This Second Amendment to the CHARTER AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018, 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

**Excelsior Charter of Broward, Inc, dba Everest Charter School**  
a Florida not-for-profit organization [hereinafter referred to as "School"],  
and having its principal place of business located at  
10044 W. McNab Road, Tamarac, Florida 33321

**WHEREAS**, the parties entered into a Charter School Agreement ("Agreement") on or about May 30, 2012, which incorporates by reference the SCHOOL's Charter School Application wherein the School was authorized to operate a charter elementary/middle K-8 school, known as "Everest Charter School" 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 School desires to amend its Agreement to increase the enrollment capacity of the school and to reflect an enlarged physical plant for the school's operations to accommodate the increased enrollment.

**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 of 205. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. If the enrollment of the school should exceed the

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building capacity established by the applicable certificate of occupancy, Sponsor may terminate the charter school agreement. Such circumstances shall constitute good cause for the termination of the charter school agreement. 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.A.1:            **Facility Location:**            The School is located at:  
10038 – 10044 W. McNab Road, Tamarac, Florida 33321.

Section 6.C.1:            **School's Street Address:**            The Charter School is  
located at: 10038 – 10044 W. McNab Road, Tamarac, Florida 33321.

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

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

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**FOR THE SCHOOL**

(Corporate Seal)

Excelsior Charter of Broward, Inc.

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

Secretary

- or -

*[Handwritten Signature]*

Witness

*[Handwritten Signature]*  
Witness

by: \_\_\_\_\_

Name and Title

Jaime Minor, Chairman

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2018 by

JAIME MINOR

Name of Person on behalf of  
the Governing Entity

of \_\_\_\_\_  
Excelsior Charter of Broward, Inc,  
dba Everest Charter School

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

My commission expires:

(SEAL)

My commission expires:

*[Handwritten Signature]*  
Signature – Notary Public

Xiomara Jordan  
Printed Name of Notary Public



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**FOR THE SPONSOR**

(Corporate Seal)

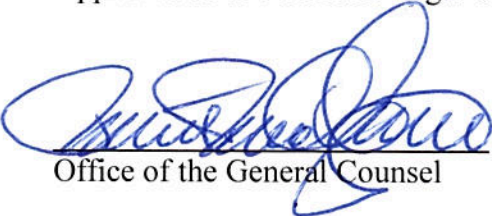
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

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

Approved as to Form and Legal Content:

 05/14/18  
Office of the General Counsel