

The Ben Gamla Preparatory Academy – 5182 f/k/a/
Ben Gamla Preparatory Academy - 5204
Ben Gamla Preparatory Charter High School - 5182
Third Amendment to Charter School Agreement

**THIRD AMENDMENT TO
CHARTER SCHOOL AGREEMENT**

This Third Amendment to the CHARTER SCHOOL AGREEMENT (“Third Amendment”) 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

THE NATIONAL BEN GAMLA CHARTER SCHOOL FOUNDATION, INC.,
a Florida not-for-profit organization [hereinafter referred to as “Foundation”],
and having its principal place of business located at
2620 Hollywood Boulevard, Hollywood, FL 33020

WHEREAS, the Sponsor and Foundation entered into a Charter School Agreement for Ben Gamla Preparatory Academy (Master School Identification Number 5204) (“Ben Gamla Preparatory Academy – 5204”) on or about April 21, 2015, which incorporates by reference the Foundation’s charter school application wherein the Foundation was authorized to operate Ben Gamla Preparatory Academy – 5204, as a charter school in Broward County, Florida; and

WHEREAS, the Sponsor and Foundation entered into another Charter School Agreement on or about April 21, 2015, which incorporates by reference the Foundation’s charter school application, wherein the Foundation was authorized to operate an additional charter school in Broward County, Florida known as “Ben Gamla Preparatory Charter High School (Master School Identification Number 5182) (“Ben Gamla Preparatory Charter High School – 5182”); and

WHEREAS, Section 2.B.4 of each of the aforesaid Charter School Agreements permits the amendment of those agreements during their terms through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and

WHEREAS, the Sponsor and Foundation previously agreed on July 28, 2015, to amend the Charter School Agreement for Ben Gamla Charter High School – 5005, to permit its relocation and co-location with Ben Gamla Preparatory Charter High School – 5182, and Ben Gamla Preparatory Charter School – 5204; and

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WHEREAS, on July 28, 2015, the Sponsor and Foundation entered into an Amendment to the Charter School Agreement for Ben Gamla Preparatory Charter High School – 5182, to change its location and co-locate with Ben Gamla Charter High School – 5005, and Ben Gamla Preparatory Charter School – 5204; and

WHEREAS, on May 17, 2016, the Sponsor and Foundation entered into a Second Amendment to the Charter School Agreement for Ben Gamla Preparatory Charter High School – 5182, to consolidate with Ben Gamla Charter High School – 5005; and

WHEREAS, the parties desire to consolidate the co-located middle and high school Ben Gamla Preparatory Academy - 5204 and Ben Gamla Preparatory Charter High School – 5182; allowing Ben Gamla Preparatory Charter High School – 5182, to continue to serve its students as well as those students previously served by Ben Gamla Preparatory Academy – 5204, in which the consolidation will conclude the agreement between Sponsor and the Foundation for the charter school known as Ben Gamla Preparatory Academy – 5204. Such consolidation will create a 6-12 grade level configuration on for Ben Gamla Preparatory Charter High School – 5182; and

WHEREAS, the Charter School desires to change its name to The Ben Gamla Preparatory Academy; and

NOW, THEREFORE, and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties hereby amend the Amended Agreement as follows:

1.01 **Recitals:** The foregoing recitals are true and correct and are incorporated within this Third Amendment by reference.

1.02 **Effective Date:** This Third Amendment to Charter School Agreement pertaining to the amendment of the Charter School Agreement for The Ben Gamla Preparatory Academy – 5182, shall be effective as of July 1, 2018, and the Charter School Agreement between the parties pertaining to Ben Gamla Preparatory Academy – 5204, shall conclude on June 30, 2018.

(a) As of the effective date, the remaining Charter School will be known as “The Ben Gamla Preparatory Academy – 5182” (“School”). All references to “Ben Gamla Preparatory Academy” (Ben Gamla Preparatory Academy – 5204) and “Ben Gamla Preparatory Charter High School” (Ben Gamla Preparatory Charter High School – 5182) are deleted.

1.03 **Amendments:** The following portions of the Charter School Agreement for The Ben Gamla Preparatory Academy – 5182, shall be amended to provide as follows:

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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 School's enrollment capacity is increased to a maximum for the charter of 600 students. 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 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 October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon 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.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.

1.04 **School Number:** The School will continue to be identified by Master School Identification Number 5182.

1.05 **Order of Precedence among Agreement Documents:** In the event of a conflict between the provisions of the Charter School Agreement for The Ben Gamla Preparatory Academy – 5182, and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This Third Amendment to the Agreement;
- (b) The Second Amendment to the Agreement;
- (c) The First Amendment to the Agreement;
- (c) The Agreement; then
- (d) The Charter Application, Appendix IA.

1.06 **Other Provisions, as Amended, Remain in Force:** Except as expressly provided herein, all other portions of the charter school agreement for The Ben Gamla Preparatory Academy – 5182, shall remain in full force and effect.

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1.07 Authority: Each person signing this Third Amendment to the Agreement on behalf of a party individually warrants that he or she has full legal power to execute this Third Amendment to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement, effective July 1, 2018.

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(Corporate Seal)

FOR THE SCHOOL

The National Ben Gamla Charter School
Foundation, Inc.

by: *Debra Klein*
Debra Klein, Board Chair

Attest: _____

Secretary

- or -

Witness

Witness

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30 day of April, 2018
by Debra Klein, Board Char of The National Ben Gamla Charter School Foundation, Inc.
the Governing Entity

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

My commission expires:

(SEAL)

My commission expires:

Annette M. Iraola
Signature – Notary Public

Annette M. Iraola
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:


Office of the General Counsel 05/09/19