

**BridgePrep Academy of Hollywood Hills – 5116
First Amendment to Charter School Renewal Agreement**

FIRST AMENDMENT TO THE CHARTER SCHOOL RENEWAL AGREEMENT

This First Amendment to the Charter School Renewal Agreement is made and entered into as of this _____ day of _____ 2020, 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

BRIDGEPREP ACADEMY OF HOLLYWOOD, INC.
a Florida not-for-profit organization [hereinafter referred to as “School”],
and having its principal place of business located at
1400 North 46th Avenue, Hollywood, Florida 33021

WHEREAS, the parties entered into a Charter School Renewal Agreement (“Agreement”) on or about June 11, 2019, for a five-year period expiring June 30, 2024, which incorporated by reference the Charter Renewal Program Review wherein the School was authorized to operate an elementary charter school (grades K-5); 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 acknowledge its co-location with BridgePrep of Broward K-8; and

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 Renewal 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 School’s enrollment capacity shall remain at 500. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment capacity provided herein. The parties

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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 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 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. Shared use of a facility amendment to the charter agreements of all co-located Schools.

Section 6.C.5: **Entity Disclosure:** The School will co-locate with BridgePrep of Broward K-8 at:1400 North 46th Avenue, Hollywood, Florida 33021. The School shall enroll all eligible students in accordance with Section 1002.33(1), Florida Statutes. The School's maximum enrollment capacity will remain the same at 500 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.

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 First Amendment to the Charter School Renewal Agreement; then
- (b) The Charter Renewal Agreement; then
- (c) First Amendment to the Charter School Agreement; then
- (d) Charter School Agreement; and
- (e) 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.

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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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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FOR THE SCHOOL

(Corporate Seal)

BRIDGEPREP ACADEMY OF
HOLLYWOOD, INC.

DocuSigned by:
Luis Menezes, Secretary
576F3A4CAA1F40A...
Attest: _____
Secretary
– or –

DocuSigned by:
Jeniffer Sinnes, Board Chair
576F3A4CAA1F40A...
by: _____
Name and Title

Witness

Witness

STATE OF Florida

COUNTY OF Broward

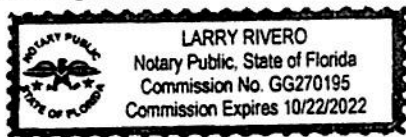
The foregoing instrument was acknowledged before me this 21 day of May, 2020 by

Jeniffer Sinnes of BridgePrep Academy of Hollywood, Inc.
Name of Person on behalf of
the Governing Entity

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

My commission expires:

(SEAL)



My commission expires:

DocuSigned by:
Larry Rivero
576F3A4CAA1F40A...

Signature – Notary Public

Larry Rivero

Printed Name of Notary Public

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FOR THE SPONSOR

(Corporate Seal)

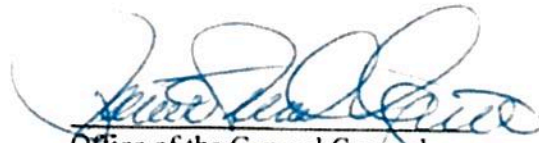
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel