

**The Collegiate School - 5058  
First Amendment to Charter School Agreement**

**FIRST AMENDMENT TO CHARTER SCHOOL AGREEMENT**

**THIS FIRST AMENDMENT TO CHARTER SCHOOL AGREEMENT**  
is entered into as of the \_\_\_\_\_ 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

**COLLEGIATE ACADEMIC ENTERPRISES CORPORATION  
D/B/A THE COLLEGIATE SCHOOL,**  
a Florida not-for-profit organization [hereinafter referred to as “School”],  
and having its principal place of business located at  
9160 Forum Corporate Parkway #350, Fort Myers, Florida, 33906

**WHEREAS**, the parties entered into a Charter School Agreement (“Agreement”) on or about June 9, 2020, which incorporates by reference the School’s Charter School Application wherein the School was authorized to operate an elementary and middle charter school (grade levels K-8) known as “The Collegiate School” in Broward County, Florida; and

**WHEREAS**, Section 2.B.2 of the Agreement contains the initial start-up date of the charter; and

**WHEREAS**, the School desires to amend its Agreement to acknowledge the deferral of the opening of the school until the 2021-2022 School Year as one of the three (3) allowable deferral years under Section 2.B.2 of the Agreement permitted for adequate facility planning; and

**WHEREAS**, the School desires to further amend its Agreement to acknowledge the deferral of the opening of the school until the 2021-2022 School Year as one of the two (2) planning years allowable under Section 1002.33(7)(a)12, Florida Statutes; 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

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and terms herein set forth, the parties agree as follows:

**101 :**                    **Recitals:**                    The foregoing recitals are true and correct and are incorporated within this Charter by reference.

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**102 :**                    **Amended Provisions:** The parties agree to amend Section 2.B.2 of the Charter School Agreement to include the following:

The parties agree that the School shall be permitted to use the 2020-2021 School Year as a planning year as authorized by this section and by Section 1002.33(7)(a)12, Florida Statutes, and to defer the initial start-up of the School until the 2021-2022 School Year. The School shall not enroll any student during the 2020-2021 School Year. The School shall not be eligible to receive any FTE funding from the Sponsor during the 2020-2021 School Year.

**103 :**                    **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) The First Amendment to the Charter Agreement;
- (b) The Charter Agreement; and
- (c) The Charter Application

**104 :**                    **Other Provisions, as Amended, Remain in Force:** Except as expressly provide herein, all other portions of the Agreement remain in full force and effect.

**105 :**                    **Authority:** Each person signing this First Amendment to the Charter School 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.

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**FOR THE SCHOOL**

(Corporate Seal)

Collegiate Academic Enterprise Corporation

Attest: \_\_\_\_\_  
Secretary  
- or -

by: *Tamara Barnes*  
Tamara Barnes  
Board of Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 24 day of July, 2020,  
by Tamara Barnes of Collegiate Academic Enterprise Corporation, d/b/a  
Name on behalf of the Governing Entity

The Collegiate School. He/She took an oath and is personally known to me or has produced  
FL Driver License as identification.

My commission expires: 12/28/2023

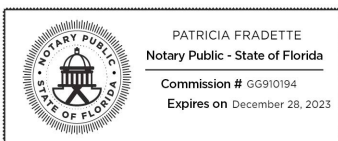
(SEAL)

*Patricia B. Fradette*  
Signature – Notary Public

My commission expires:

Patricia B. Fradette  
Printed Name of Notary Public

12/28/2023



Electronic Notary Public  
Notarized online using audio-video communication

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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