

**THIS FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT for Pivot Education, Inc. (Pivot Charter School)** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2012, 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

**Pivot Education, Inc.,**  
a Florida not-for-profit organization [hereinafter referred to as "School"],  
and having its principal place of business located at  
2675 Winkler Avenue, 200  
Fort Myers, Florida 33901

**WHEREAS,** the parties entered into a Charter School Agreement (AGREEMENT) on or about March 20, 2012, which incorporates by reference the SCHOOL's Charter School Application wherein the SCHOOL was authorized to operate a charter Middle-High School 6-12 known as "Pivot Charter School" in Broward County, Florida and

**WHEREAS,** Section 2.B.4 of the AGREEMENT permits the amendment of that 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 relocate the SCHOOL to a new location.

**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 Amended Provisions** The parties agree to amend the Agreement to provide as follows:

**Section 6.A.1 Facility Location:** Beginning with the 2012-2013 school year and each year thereafter, the charter school shall be located at: 8129 Pine Island Road, Suite 41, Tamarac, Florida 33321

**Pivot Charter School  
First Amendment to Charter School Agreement**

**Section 6.C.1 School's Street Address:** The charter school shall be located at: 8129 Pine Island Road, Suite 41, 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 First Amendment to the Charter Agreement;
- (b) The Charter Agreement; and
- (c) 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 this 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.

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

FOR THE SCHOOL



Pivot Education, Inc. (Not for Profit)

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

Secretary

[Signature]  
or  
Witness

\_\_\_\_\_  
Witness

by: [Signature]  
Dr. Chris Card, Pivot Board Chairman

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of June, 2012 by

[Signature]  
Dr. Chris Card, Board Chairman

of Pivot Education, Inc.

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

My commission expires: FEB, 22, 2015

(SEAL)

**NICKI KOUNNAYONG**  
Notary Public, State of Florida  
My Comm. Expires Feb. 22, 2015  
No. EE 66666

My commission expires:

[Signature]  
Signature – Notary Public

Nicki Kounnayong  
Printed Name of Notary Public

**FOR THE SPONSOR**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Ann Murray, Chair

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

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel