### iGeneration Empowerment Academy of Davie 5242 First Amendment to Charter School Agreement

## FIRST AMENDMENT TO THE CHARTER SCHOOL

This First Amendment to the CHARTER AGREEMENT is made and entered into as of thisday of2014, 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
iSuccess Academies of Southwest Florida, INC, d/b/a iGeneration Empowerment of Davie (hereinafter referred to as "School"], and having its principal place of business located at 1817 Lake Crest Ave, Brandon, Florida 33510
WHEREAS, the parties entered into a Charter School Agreement ("Agreement") on or about June 11, 2013, which incorporates by reference the SCHOOL's Charter School Application wherein the School was authorized to operate a charter secondary, 6-12 school, known as "iGeneration Empowerment Academy of Davie" in Broward County, Florida.
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 notify the Sponsor of its school location; and
WHEREAS, the School desires to disclose the identity of any and entities with whom it shall share the facility.
<b>NOW, THEREFORE,</b> 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 <u>Amendments:</u> The following portion of the Charter School Agreement shall be amended to provide as follows:
Section 6.A.1: Facility Location:  3698 NW 15 <sup>th</sup> Street, Fort Lauderdale, Florida 33311.  The School will be located at:

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Section 6.C.4: Shares 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.

Section 6.C.4.a: <u>Disclosure:</u> The School shall co-locate with Eagles Nest Elementary Charter School, 5355 and Eagles Nest Middle Charter School Middle, 5356. The School shall disclose the names of the co-located entities to the parents of all students enrolled in the school annually in writing and will place the names of the other entities on its state mandated website.

- 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) First Amendment to the Charter Agreement; then
  - (b) The Charter Agreement; then
  - (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** <u>Authority</u> 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.

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**

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(Corporate Seal)	iSuccess Academies of Southwest Florida, INC,
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Attest: W	by: / ( ) BRAD CHES
Secretary	Name and Title
With Ass Duringen	
Witness	
Witness	
STATE OF Florida	
STATE OF Florida  COUNTY OF Broward	
The foregoing instrument was acknowledge	ed before me this 12 day of June 2014 by
Name of Person on behalf of	uccess Academies of Southwest Florida, INC,
the Governing Entity	
He/She took an oath and is personally known to	me or has produced /icense as
identification.	
My commission expires: $Q/2/18$	
(SEAL)  STEPHANIE VELEZ  Notary Public - State of Florida  My Comm. Expires Jun 2, 2018	Signature Notar Public
Commission # FF 119833	
My commission expires:	Stephanie Velez
	Printed Name of Notary Public

#### FOR THE SPONSOR

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	ByPatricia Good, Chair
Robert W. Runcie Superintendent of Schools	Approved as to Form and Legal Content:  Office of the General Counsel