

**FIRST AMENDMENT TO THE CHARTER CONTRACT**

**This First Amendment to the CHARTER CONTRACT is made and entered into as of this 14<sup>th</sup> day of November 2023, by and between:**

**THE SCHOOL BOARD OF POLK 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 1915 South Floral Ave., Bartow, FL 33830

and

**Berkley Accelerated Middle School, Inc.  
D/B/A Berkley Accelerated**

a Florida not-for-profit organization [hereinafter referred to as "School"], and having its principal place of business located at 5316 Berkley Road Auburndale, FL 33823

**WHEREAS**, the Parties entered into a Charter Contract ("Charter Contract") which incorporates by reference the School's Charter Application wherein its term through mutual agreement of the Parties, provided such modifications are agreed to in writing and executed by both Parties; and

**WHEREAS**, Charter Contract permits the amendment of the Charter Contract during its term through mutual agreement of the Parties, provided such modifications are agreed to in writing, and executed by both Parties, and approved by the Sponsor; and

**WHEREAS**, School wishes to amend the Contract to reflect School's new corporate name of Berkley Accelerated Middle School, Inc. D/B/A Berkley Accelerated; and

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

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

**0.02 Amendments:** The following change is made to the first page of the Charter Contract and any other location thereof whereby the new incorporation which shall hold the Charter Contract shall be:

**Berkley Accelerated Middle School, Inc.  
D/B/A Berkley Accelerated**

**0.03 Order of Precedence among Agreement Documents:** In the event of a conflict between the provisions of the Charter Contract and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to the Charter Contract; then
- b) The Charter Contract; and
- c) The initial Charter Application.

**0.04 Other Provisions, as Amended, Remain in Force:** Except as expressly provided herein, all other portions of the Charter Contract remain in full force and effect.

**0.05 Authority** Each person signing the First Amendment to the Charter Contract on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to the Charter Contract.

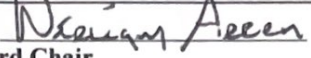
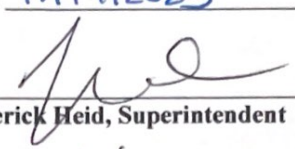
**(SIGNATURE PAGE TO FOLLOW)**

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to the Charter Contract effective on the date last executed by all Parties.


**Berkley Accelerated Middle School, Inc.  
D/B/A Berkley Accelerated**

By:   
Board Chair  
Date: 12/5/2023  
  
BRIAN COGSWELL

**The School Board of Polk County**

By:   
Board Chair  
Date: 11/14/2023  
  
By:   
Frederick Heid, Superintendent  
Date: 11/15/23

**"Reviewed & Approved As To  
Legal Form & Sufficiency"**

By:   
Date: 11/15/23