

**Somerset East Preparatory Academy – 5391
Second Amendment to Charter School Agreement**

SECOND AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

This Second Amendment to the CHARTER AGREEMENT is made and entered into as of this _____ day of _____ 2015, 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

Somerset Academy, Inc.
a Florida not-for-profit organization [hereinafter referred to as “School”],
and having its principal place of business located at
6340 Sunset Drive, Miami, Florida 33143.

WHEREAS, the parties entered into a Charter School Agreement (“Agreement”) on or about May 5, 2009, which incorporates by reference the SCHOOL’s Charter School Application wherein the School was authorized to operate a charter elementary and middle K-6 school, known as “Somerset Academy East Preparatory” in Broward County, Florida and the Agreement was revised by a First Amendment on August 18, 2009; 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 co-locate with Somerset Academy Hollywood Charter School, 5387 which will require a decrease in the contract enrollment capacity of the school.

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 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 is reduced to a maximum for the charter of 500 students. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment

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capacity provided herein. The parties 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 herein 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 the October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon the 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 by two or more charter Schools for more than sixty (60) calendar days shall require an amendment to the charter agreements of all co-located Schools.

Section 6.C.5.a **Entity Disclosure:** The School will co-locate with Somerset Academy Hollywood Charter School at 2000 South State Road 7, Miramar, Florida 33025. The School shall enroll all eligible students in accordance with Section 1002.33(1), Florida Statutes. Due to the co-located use of its facility, the School's enrollment capacity is reduced to a maximum for the charter of 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. If the combined enrollment of the co-located schools should exceed the building capacity established by the applicable certificate of occupancy, Sponsor may terminate the charter school agreement of each of the co-located schools for good cause.

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 Second Amendment to the Charter School Agreement; then
- (b) The Charter Renewal Agreement; then
- (c) First Amendment to the Charter School Agreement; and
- (d) 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 Second Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to the Agreement.

**Somerset East Preparatory Academy – 5391
Second Amendment to Charter School Agreement**

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Charter School Agreement as of the day and year first above written.

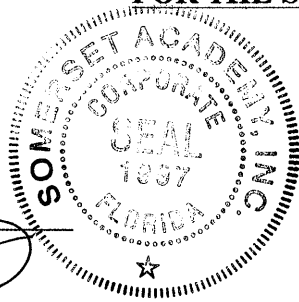
FOR THE SCHOOL

(Corporate Seal)

Attest: _____
Secretary
- or -

Witness

Witness



Somerset Academy, Inc.

by: _____
David Concepcion, Board Chair

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by

David Concepcion
Name of Person on behalf of
the Governing Entity

of _____
Somerset Academy, Inc.

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

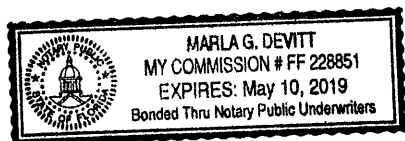
My commission expires:

(SEAL)

My commission expires:

Signature – Notary Public

Marla G Devitt
Printed Name of Notary Public



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FOR THE SPONSOR

(Corporate Seal)

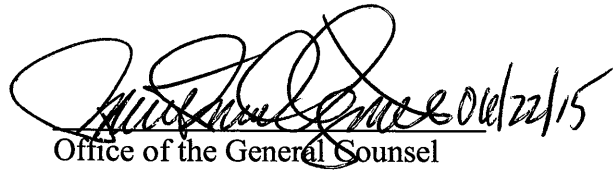
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel