

**Somerset Academy Miramar Middle - 5406  
First Amendment to Charter School Agreement**

**FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT**

**This First Amendment to the CHARTER AGREEMENT is made and entered into as of  
this \_\_\_\_\_ day of \_\_\_\_\_ 2016, 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 July 22, 2011, which incorporates by reference the SCHOOL's Charter School Application wherein the School was authorized to operate a charter middle school 6-8, known as "Somerset Academy Miramar Middle" in Broward County, Florida: 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 extend the term of the agreement to June 30, 2026, and to increase its contract capacity.

**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 2.B: **Term of Charter** Unless terminated earlier pursuant to Section 1002.33, Florida Statutes or upon the terms contained herein, this charter shall cover a term of Fifteen (15) years commencing on July 1, 2011 and ending on June 30, 2026.

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Section 2.B.4.a: **High Performing Charter School:** As per Section 1002.331 Florida Statutes, a State designated high-performing charter school may increase its student enrollment, contract capacity, not to exceed the current facility capacity and expand grade levels within kindergarten through grade 12 to add grade levels not already served if any annual enrollment increase resulting from grade level expansion is within the limits established above. A high-performing charter school shall notify the Sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

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 increased to a maximum for the charter of 480 students. The School's enrollment capacity is further limited by the capacity of the certificate of use, certificate of occupancy, or fire permit issued by the municipality where the school is located. The School shall not be eligible for or receive funds for enrollment beyond the maximum enrollment 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 October FTE reporting period. A student may not be transferred by the School to another charter school or district school except upon 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.

**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 School Agreement; then
- (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.

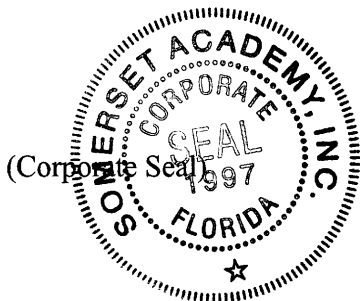
**1.05 Authority** Each person signing the First Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to the Agreement.

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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FOR THE SCHOOL

Somerset Academy, Inc. (Not for Profit)

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

- or -  
  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

by: \_\_\_\_\_  
David Concepcion, Board Chair

STATE OF Florida

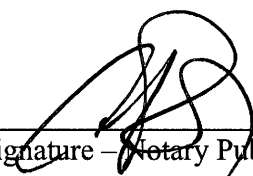
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March, 2016 by David Concepcion, Board Chair, Somerset Academy, Inc. (Not for Profit) on behalf of Somerset Academy Miramar Middle - 5406. He took an oath and is personally known to me or has produced N/A as identification.

My commission expires:

(SEAL)  CAROLINA L. ROMERO  
MY COMMISSION # FF 126204  
EXPIRES: June 9, 2018  
Bonded Thru Budget Notary Services

My commission expires: June 9, 2018

  
\_\_\_\_\_  
Signature - Notary Public

Carolina L. Romero  
Printed Name of Notary Public

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**FOR THE SPONSOR**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

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

Approved as to Form and Legal Content:

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