

**Somerset Academy Key Charter Middle School  
f/k/a Somerset Academy Pompano Middle School - 5413  
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 \_\_\_\_\_ 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"],  
for  
Somerset Academy Key Charter Middle School #5413 f/k/a Somerset Academy Pompano  
Middle School (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 June 11, 2013, 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 Pompano Middle School" 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 change the name of the school to Somerset Academy Key Charter Middle School; and

**WHEREAS**, the School desires to amend its Agreement to relocate and to acknowledge the co-location with Somerset Academy Key Charter High School, and;

**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.

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**1.02 Amendments:** The following portion of the Charter School Agreement shall be amended to provide as follows:

Section 6.A.1:           **Facility Location:**           The School will located at  
959 SE 6<sup>th</sup> Avenue, Deerfield Beach, FL 33441.

Section 6.C.1:           **School's Street Address:**   The School will be located at  
959 SE 6<sup>th</sup> Avenue, Deerfield Beach, FL 33441.

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 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 Key Charter High School at 959 SE 6<sup>th</sup> Avenue, Deerfield Beach, FL 33441. Due to the co-located use of its facility, the School's enrollment capacity is reduced to a maximum for the charter of 495 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) This First Amendment to the Charter School Agreement; then
- (c) The Charter 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.

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

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FOR THE SCHOOL

Somerset Academy, Inc.

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

Secretary

- or -

*[Signature]*  
\_\_\_\_\_  
Witness  
*[Signature]*  
\_\_\_\_\_  
Witness

by: \_\_\_\_\_

David Concepcion, Board Chair

*[Signature]*

STATE OF FLORIDA

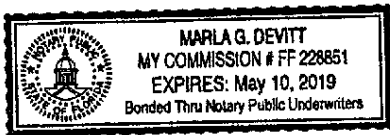
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2016 by David Concepcion, Board Chair of Somerset Academy, Inc. on behalf of Somerset Academy Key Charter Middle School f/k/a Somerset Academy Pompano Middle School – 5413.

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

My commission expires:

(SEAL)



My commission expires:

5/10/2019

*[Signature]*  
\_\_\_\_\_  
Signature – Notary Public

Marla G Devitt  
\_\_\_\_\_  
Printed Name of Notary Public

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**FOR THE SPONSOR**

(Corporate Seal)

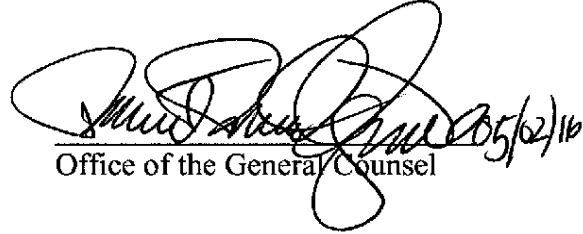
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

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

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

Approved as to Form and Legal Content:

  
Office of the General Counsel