

**Somerset Academy Elementary South Campus - 5263
First Amendment to Charter School Agreement**

FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

This First Amendment to the Charter School Agreement is made and entered into as of this _____ day of _____ 2019, 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.
d/b/a/ Somerset Academy Elementary South Campus - 5263
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 June 12, 2018, which incorporates by reference the School's Charter School Application wherein the School was authorized to operate a charter elementary school, grade levels K-5, known as "Somerset Academy Elementary South Campus - 5263" in Broward County, Florida; and

WHEREAS, Section 2.B.4 of the Agreement permits the amendment of that 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 acknowledge its co-location with Somerset Academy - 5141, Kinder through third (K-3) grades only; and

WHEREAS, the School desires to amend its Agreement to decrease the maximum contract capacity of the School to 350 students.

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 Agreement by reference.

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

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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 from 600 students to a maximum of 350 students. The School's maximum enrollment is 350 students. 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.

Section 6.C.4: **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 Agreement. 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. Shared use of a facility requires an amendment to the charter agreements of all co-located schools.

Section 6.C.4.a: **Entity Disclosure:** The School, located at 19620 Pines Boulevard, Pembroke Pines, Florida, 33029, will co-locate with Somerset Academy - 5141, Kinder through third (K-3) grades only. The School shall enroll all eligible students in accordance with Section 1002.33(10), Florida Statutes. The School's enrollment capacity is reduced to a maximum of 350 students. The School's enrollment at any time, when combined with the enrollment of any other co-located schools, may not exceed the current 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) First Amendment to the Charter School Agreement; then
- (b) The Charter School 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.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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(Corporate Seal)

FOR THE SCHOOL

Somerset Academy, Inc.

Attest: _____

Secretary

- or -

Witness

Witness

By: _____

Todd German, Board Chair

STATE OF Florida

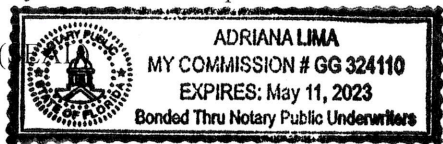
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 29th day of April, 2019

by Todd German of Somerset Academy, Inc.
Name of Person on behalf of the Governing Entity

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

My commission expires:



My commission expires:

5/11/23

Signature - Notary Public

Adriana Lima
Printed Name of Notary Public

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FOR THE SPONSOR

(Corporate Seal)

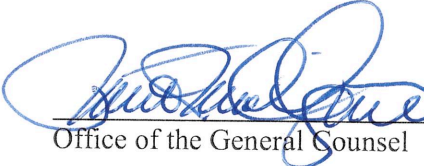
**The School Board of Broward County,
Florida**

ATTEST:

By: _____
Heather Brinkworth, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

 05/02/19
Office of the General Counsel