

**Somerset Academy Charter High School – 5221
First Amendment to Charter School Renewal Agreement**

FIRST AMENDMENT TO THE CHARTER SCHOOL RENEWAL AGREEMENT

This First Amendment to the Charter School Renewal Agreement is made and entered into as of this _____ day of _____ 2020, 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 Charter High School - 5221)
a Florida not-for-profit organization [hereinafter referred to as “School”],
and having its principal place of business located at:
20801 Johnson Street, Pembroke Pines, Florida 33029

WHEREAS, the parties entered into a Charter School Renewal Agreement (“Agreement”) on June 19, 2012, which incorporates by reference the School’s Charter School Application wherein the School was authorized to operate a charter high school, grade levels 9-12, known as “Somerset Academy Charter High School – 5221” 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 Florida Department of Education has verified that the School has met the criteria for high-performing charter school status pursuant to Section 1002.331, Florida Statutes; and

WHEREAS, the School seeks to amend the Agreement to provide a maximum enrollment of 1,450 students as permitted by Section 1002.331(2)(a), Florida Statutes.

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 Renewal 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 of 1,450 students approved by the Sponsor through its approval of this Agreement. The parties agree that the approved school minimum enrollment is 125 students, 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 Renewal Agreement; then
- (b) The Charter Renewal Agreement; then
- (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 this 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 the Charter School Renewal Agreement as of the day and year first above written.

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FOR THE SCHOOL

(Corporate Seal)

Somerset Academy, Inc.

Attest: [Signature]
Secretary
– or –

By: [Signature]
Todd German, Board Chair

Witness

Witness

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 1st day of June, 2020,
by Todd German of Somerset Academy, Inc.
Name of Person on behalf of the Governing Entity

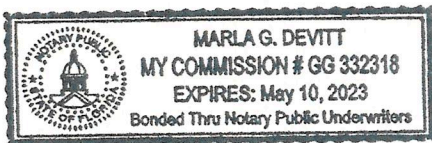
He/She took an oath and is personally known to me or has produced _____ as
identification.

My commission expires:

(SEAL)

[Signature]
Signature – Notary Public

Marla G Devitt
Printed Name of Notary Public



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FOR THE SPONSOR

(Corporate Seal)

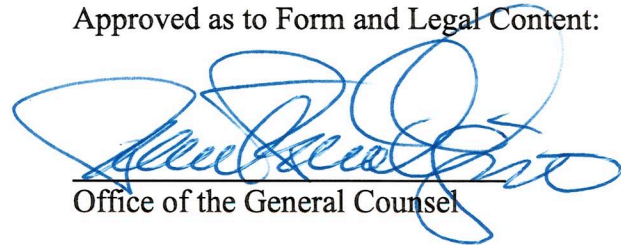
**The School Board of Broward County,
Florida**

ATTEST:

By: _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel