

**Somerset Parkland Academy
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 _____ 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.,
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 Agreement (“Agreement”) on or about February 4, 2020, which incorporates by reference the School’s Charter School Application wherein the School was authorized to operate a charter elementary, middle school (K-8), known as “Somerset Parkland Academy” 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 acknowledge a change of address.

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 6.A.1: **Facility Location:** The school will continue to occupy the same facility whose address is now: 8401 University Drive, Parkland, Florida 33076.

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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.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Charter School 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 11th day of May 2020 by

Todd German
Name of Person on behalf of
the Governing Entity

of _____
Somerset Academy, Inc.

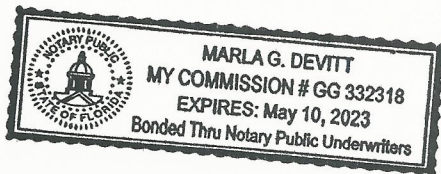
He/She took an oath and is personally known to me or ~~has produced~~ _____ as
identification.

My commission expires:

(SEAL)

[Signature]
Signature - Notary Public

Marla G. Devitt
Printed Name of Notary Public



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FOR THE SPONSOR

(Corporate Seal)

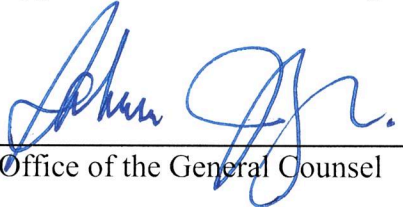
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel