

**Franklin Academy – Cooper City – 5037**  
**Second Amendment to Charter School Renewal Agreement**

**SECOND AMENDMENT TO THE CHARTER SCHOOL RENEWAL AGREEMENT**

This Second 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

**FRANKLIN ACADEMY FOUNDATION, INC.**  
**(d/b/a Franklin Academy – Cooper City – 5037)**  
a Florida not-for-profit organization [hereinafter referred to as “School”],  
and having its principal place of business located at:  
1225 SE 2<sup>nd</sup> Avenue, Fort Lauderdale, Florida 33316.

**WHEREAS**, the parties entered into a Charter School Renewal Agreement (“Agreement”) on June 13, 2017, which incorporates by reference the School’s Charter School Application wherein the School was authorized to operate a charter elementary/middle school, grade levels K-8, known as “Franklin Academy – Cooper City – 5037” 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 1,385 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 1,385 students approved by the Sponsor through its approval of this Agreement. 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 will support the Schools operations at an adequate level under its approved budget. If the School fails to achieve the minimum enrollment capacity as provided herein by the October FTE reporting period, the School shall provide the Sponsor a revised and balanced budget within sixty (60) days of the October FTE reporting period. A student may not be transferred by the School to another charter school or School District school except upon the 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 Second Amendment to the Charter Renewal Agreement; then
- (b) The First Amendment to the Charter Renewal Agreement; then
- (c) The Charter Renewal Agreement; then
- (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 this Second 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 Second Amendment to the Charter School Renewal Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second 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)

Franklin Academy Foundation, Inc.

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

By: [Signature]  
Dr. David Thomas, Board Chair

or -

[Signature]  
Witness  
[Signature]  
Witness

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2020,  
by Dr. David Thomas of Franklin Academy Foundation, 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  
Marsha L. Woerner  
Printed Name of Notary Public

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**FOR THE SPONSOR**

(Corporate Seal)

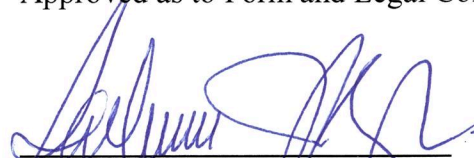
**The School Board of Broward County,  
Florida**

ATTEST:

By: \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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