



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE

Special Order Request  
 Yes  No

ITEM No.:

AGENDA ITEM

Time

CATEGORY

DEPARTMENT

Open Agenda  
 Yes  No

TITLE:

REQUESTED ACTION:

SUMMARY EXPLANATION AND BACKGROUND:

SCHOOL BOARD GOALS:  
 Goal 1: High Quality Instruction  Goal 2: Continuous Improvement  Goal 3: Effective Communication

FINANCIAL IMPACT:

EXHIBITS: (List)

BOARD ACTION:  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:  

|                  |                     |
|------------------|---------------------|
| Name: Jody Perry | Phone: 754-321-2135 |
| Name:            | Phone:              |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
 Senior Leader & Title

Signature

Approved In Open Board Meeting On:  
 By:

**APR 10 2018**  
  
 School Board Chair

**Continuation of Summary Explanation and Background:**

Sunshine Charter Academy of Broward, Inc., has assigned rights under the Agreement to Sunshine Academy of Oakland Park, Inc., and desires to amend its Charter School Agreement to reflect such change.

A First Amendment to the Charter School Agreement is submitted for School Board approval to consent to the requested action addressing the change requested by the charter school. The term of the Amended Charter School Agreement will remain the same as that of the original and will expire on June 30, 2022.

The charter school is located 2360 West Oakland Park Boulevard, Oakland Park, Florida 33311, which is in District 5.

The governing board members of Sunshine Academy of Oakland Park, Inc., reside in Broward County, Boynton Beach and Naples, Florida.

A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12<sup>th</sup> floor of the K.C.W. Administration Center.

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: <http://webappe.browardschools.com/eagenda/>

**FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT**

This First Amendment to the Charter Agreement is made and entered into as of this 10 day of April 2018, 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

**SUNSHINE ACADEMY OF OAKLAND PARK, INC.**  
a Florida not-for-profit organization  
[hereinafter referred to alternatively as “Sunshine Oakland Park” or “School”],  
doing business as “Sunpark High School”  
and having its principal place of business located at  
2360 West Oakland Park Boulevard, Oakland Park, Florida 33311

**WHEREAS**, SBBC and Sunshine Charter Academy of Broward, Inc. [hereinafter referred to as “Sunshine Broward”] entered into a Charter School Agreement (“Agreement”) on or about June 13, 2017 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 SunEd High School in Broward County, Florida; and

**WHEREAS**, Section 14.D of the Agreement permits its assignment only upon the prior written consent of the other party; and

**WHEREAS**, Sunshine Broward desires to assign its rights under the Agreement to Sunshine Oakland Park as set forth in the Assignment appended hereto as **Exhibit 1** and incorporated herein by reference; 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.

**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 Amendment by reference.

**Sun Ed High School - 5060**  
**First Amendment to Charter School Agreement**

**1.02 Consent to Assignment and Amendment:** SBBC hereby consents to the assignment of the Agreement from Sunshine Broward to Sunshine Oakland Park and all references within the Agreement to the governing board entity are hereby changed from Sunshine Charter Academy of Broward, Inc. to Sunshine Academy of Oakland Park, Inc.

**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 School 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 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.

FOR THE SCHOOL

(Corporate Seal)

SUNSHINE ACADEMY OF OAKLAND  
PARK, INC.

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

by: Joseph R. Casacci  
JOSEPH R. CASACCI, Board Chair

- or -

S. Clarke

Witness

Sandie Clarke  
Karina Figueroa

Witness

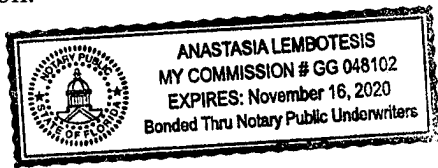
Karina Figueroa

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January 2018, by JOSEPH R. CASACCI as Chair of Sunshine Academy of Oakland Park, Inc. who took an oath and is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



My commission expires:

Anastasia Lembotesis  
Signature - Notary Public

ANASTASIA LEMBOTESIS  
Printed Name of Notary Public

Sun Ed High School - 5060  
First Amendment to Charter School Agreement

FOR THE SPONSOR



THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Nora Rupert*  
Nora Rupert, Chair

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*[Signature]* 02/12/19  
Office of the General Counsel

**ASSIGNMENT AND ASSUMPTION OF CHARTER SCHOOL AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF THE CHARTER SCHOOL AGREEMENT** (“Assignment”), is made as of the 29<sup>th</sup> day of November, 2017, by and between Sunshine Charter Academy of Broward, Inc., a Florida not-for-profit corporation (the "**Assignor**"), having its place of business and post office mailing address at 10020 Coconut Road, Suite 138-308, Bonita Springs, Florida 34135 and Sunshine Academy of Oakland Park, Inc., a Florida not-for-profit corporation (the "**Assignee**"), having its place of business and post office address at 2360 West Oakland Park Boulevard, Oakland Park, Florida 33311.

**WITNESSETH:**

**WHEREAS**, Assignor entered into a Charter School Agreement with The School Board of Broward County, Florida (the "**Agreement**"), for the operation of a charter high school grade levels 9-12 within the school district (the "**School**"); and

**WHEREAS**, Section 14.D of the Agreement permits the assignment of the Agreement upon the prior written consent of SBBC; and

**WHEREAS**, Assignor desires to assign its rights under the Agreement of Assignee as set forth herein; and

**WHEREAS**, SBBC and Assignor agree that it is in the best interest of the School to complete the transfer of the Agreement to the Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein below set forth, Assignor assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in the Agreement.

**TO HAVE AND TO HOLD** the same unto Assignee and its successors and assigns from the date hereof for the remainder of the term of the Agreement; and

**FURTHER SUBJECT** to the terms, covenants and conditions of the Agreement.

**ASSIGNOR** and Assignee acknowledge and agree with the Recitals stated above and that same are true and correct.

**ASSIGNOR** covenants and represents that the Agreement is in full force and effect on the date hereof, and that all of the terms, covenants and conditions on the Assignor's part to be performed, if any, thereunder have been fully performed to and including the date of the Assignor's transfer of the Agreement to Assignee, and that no money or compensation is due to Assignor from Assignee.


**ASSIGNEE** hereby accepts the aforesaid assignment of Agreement and agrees to be bound by the terms, covenants and conditions of the Agreement as if Assignee was the original party to the Agreement.

Signatures of the parties hereto transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

29<sup>th</sup> IN WITNESS WHEREOF, the parties have caused these presents to be executed this day of November, 2017.

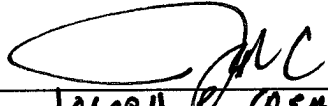
**“ASSIGNOR”**

SUNSHINE CHARTER ACADEMY OF BROWARD, INC.

By:   
Name: JOSEPH R. CASACCI  
Title: PRESIDENT

**“ASSIGNEE”**

SUNSHINE ACADEMY OF OAKLAND PARK, INC.

By:   
Name: JOSEPH R. CASACCI  
Title: PRESIDENT

APPROVED:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

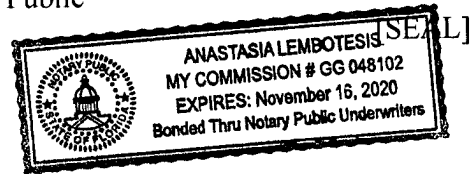
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF FLORIDA :  
:SS.  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2017, by Joseph R. Casacci, President of Sunshine Charter Academy of Broward, Inc., a Florida not-for-profit Corporation, who executed the same on behalf of the Company. He is  personally known to me or \_\_\_ has produced \_\_\_\_\_ (type of identification).

Anastasia Lembotesis  
Notary Public



STATE OF FLORIDA :  
:SS.  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November, 2017, by Joseph R. Casacci, President of Sunshine Academy of Oakland Park, Inc., a Florida not-for-profit Corporation, who executed the same on behalf of the Company. He is  personally known to me or \_\_\_ has produced \_\_\_\_\_ (type of identification).

Anastasia Lembotesis  
Notary Public

[SEAL]

