

THIRD AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

This Third Amendment to the Charter 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

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

WHEREAS, the Sponsor and Sunshine Academy of Oakland Park, Inc., 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 SunFire High School 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, Sunshine Academy of Oakland Park, Inc., desires to change its Education Services Provider (ESP) to Number 1 Services, LLC; and

WHEREAS, Section 10.E of the Agreement provides immediate notice to Sponsor of its decision. The change of an ESP shall require the approval of such change by the parties through a modification of this Charter, which modification shall not be unreasonably withheld or delayed.

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.

SunFire High School - 5060
Third Amendment to Charter School Agreement

1.02 Consent to Assignment and Amendment: Sunshine Academy of Oakland Park, Inc., desires to transfer management and operations of the charter to Number 1 Services, LLC., and Sponsor consents to said change in ESP.

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 Third Amendment to the Charter School Agreement; then
- (b) The Second Amendment to the Charter School Agreement; then
- (c) The First Amendment to the Charter School Agreement; then
- (d) The Charter School Agreement; then
- (e) 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 Third Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Third 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
- or -

by: _____
Name and Title Joseph M. Casacci,
BOARD CHAIR

Dorothy K. Pitzer
Witness

Viviana Mendoza
Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28th day of January,
2019 by Joseph R. Casacci as Chair of Sunshine Academy
[insert name]
of Oakland Park, Inc. who took an oath and is personally known to me or has produced

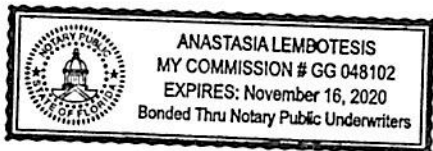
_____ as identification.
[describe identification]

(SEAL)

Anastasia Lembotesis
Signature – Notary Public

My commission expires: 11/16/2020

ANASTASIA LEMBOTESIS
Printed Name of Notary Public



FOR THE SPONSOR

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel 03/07/19