



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-05-07 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Charter Schools/Management Support

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:

L-2.

TITLE:
 First Amendment to Charter School Agreement with Sunshine Charter Academy of Broward, Inc. (SunEd High School of North Broward - 5861)

REQUESTED ACTION:
 Approve the First Amendment to Charter School Agreement for Sunshine Charter Academy of Broward, Inc., on behalf of SunEd High School of North Broward - 5861.

SUMMARY EXPLANATION AND BACKGROUND:
 Sunshine Charter Academy of Broward, Inc., a Florida non-profit corporation, on behalf of SunEd High School of North Broward - 5861, desires to amend its charter school agreement to change its Education Provider (ESP) from A Plus Resource Group, LLC., to Gold Key Group, Inc., for the 2018 - 2019 school year and subsequent years.
 A copy of all supporting documents is available at the Charter Schools Management/Support Department on the 12th floor of the K.C.W. Administration Center.
 A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.
 This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

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

FINANCIAL IMPACT:
 There is no financial impact to the District.

EXHIBITS: (List)
 (1) Continuation of Summary Explanation and Background (2) SunEd High 5861 Executive Summary (3) SunEd High School of North Broward Amendment (4) Assignment from A Plus to Gold Key 5861

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Donte' Fulton-Collins	Phone: 754-321-2135
Name:	Phone:

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

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown
 4/12/2019, 2:28:03 PM

Approved In Open Board Meeting On: MAY 07 2019
 By: *Leatha P. Burkwood*
 School Board Chair

Continuation of Summary Explanation and Background:

Sunshine Charter Academy of Broward, Inc., a Florida non-profit corporation, on behalf of SunEd High School of North Broward – 5861, desires to amend its charter school agreement to change its Education Services Provider (ESP) from A Plus Resource Group, LLC., to Gold Key Group, Inc., for the 2018 – 2019 school year and subsequent years.

Pursuant to Section 1002.33, Florida Statutes, the terms and conditions for the operation of a charter school shall be set forth by the charter school and The School Board of Broward County, Florida, in a written contractual agreement. This agreement shall constitute a school's charter. A First Amendment to the Charter School Agreement is submitted for School Board approval to address 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, 2019.

The charter school is located at 1117 Banks Road, Margate, Florida 33063, which is in District 7.

The governing board members of Sunshine Charter Academy of Broward County, Inc., reside in Broward County, Florida.

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

A copy of all supporting documents is available online via the Broward County Public Schools eAgenda.

EXECUTIVE SUMMARY

Sunshine Charter Academy of Broward, Inc.
SunEd High School of North Broward – 5861

Implementation Year	2014 – 2015
Termination Date of Charter Agreement	June 30, 2019
Address	1117 Banks Road Margate, Florida 33063
Grades Approved to Serve	9-12
Grades Currently Serving	9-12
Enrollment	338
Target population	At Risk
Curriculum Focus	Re-engagement/Recovery
School Grade	Commendable

On March 4, 2014, The School Board of Broward County, Florida, approved an initial charter agreement with Sunshine Charter Academy of Broward, Inc., on behalf of SunEd High School of North Broward – 5861, for a term of five years. This contract is effective for five years and ends on June 30, 2019.

Sunshine Charter Academy of Broward, Inc., desires to amend its charter agreement by changing the Education Service Provider (ESP) to Gold Key Group, Inc., for the 2018-2019 school year and subsequent years.

The term of the charter shall remain the same, covering the same five years commencing on July 1, 2014, and ending June 30, 2019.

SunEd High School of North Broward – 5861 is located in District 7.

The members of Sunshine Charter Academy of Broward, Inc., reside in Broward County, Florida.

FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

This First Amendment to the Charter Agreement is made and entered into as of this 7th day of May 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 CHARTER ACADEMY OF BROWARD, INC.
a Florida not-for-profit organization
[hereinafter referred to alternatively as "SunEd High School of North Broward" or "School"],
and having its principal place of business located at
1117 Banks Road
Margate, Florida 33063

WHEREAS, the Sponsor and Sunshine Charter Academy of Broward, Inc., entered into a Charter School Agreement (Agreement) on or about March 4, 2014, 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 of North Broward 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 Charter Academy of Broward, Inc., desires to change its Education Services Provider (ESP) to Gold Key Group, Inc.; 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.

SunEd High School of North Broward - 5861
First Amendment to Charter School Agreement

1.02 Consent to Assignment and Amendment: Sunshine Charter Academy of Broward, Inc., desires to transfer management and operations of the charter to Gold Key Group, Inc., 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 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 CHARTER ACADEMY OF
BROWARD, INC.

Attest: _____
Secretary
- or -

by: [Signature]
Name and Title Joseph R. Casacci
Board Chair

Darwin K. Piche
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 Charter
[insert name]

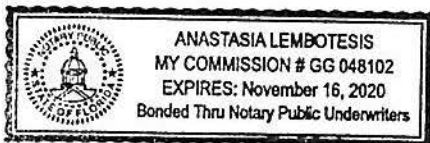
Academy of Broward, Inc. who took an oath and is personally known to me or has produced
_____ as identification.
[describe identification]

(SEAL)

Anastasia Lembotesis
Signature - Notary Public

My commission expires: 11/16/2020

ANASTASIA LEMBOTESIS
Printed Name of Notary Public



FOR THE SPONSOR



(Corporate Seal)

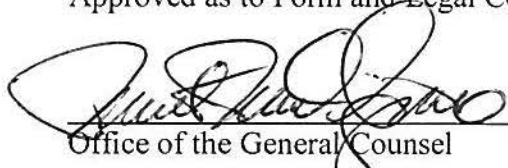
ATTEST:


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:

 03/07/19
Office of the General Counsel

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment**”), dated _____, 2018, is entered into by and between A PLUS RESOURCE GROUP, LLC, a Florida limited liability company (“**Assignor**”) and GOLD KEY GROUP, INC., a Delaware corporation (“**Assignee**”). Assignor and Assignee may be referred to in this Assignment individually as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

A. SunEd High School of North Broward (“**Charter School**”) is a Florida charter school that operates pursuant to a charter contract granted by the Broward County School Board (“**Sponsor**”) and the Sunshine Charter Academy of Broward, Inc., a Florida not-for-profit corporation (the “**Corporation**”).

B. Assignor manages the Charter School pursuant to Charter School Management Agreement by and between the Corporation and Assignor dated October 27, 2014 (the “**Management Agreement**”).

C. The Parties now desire, and Assignor has determined that it is in the best interests of both Assignor and the Charter School, to transfer management and operations of the Charter School from Assignor to Assignee as of November 1, 2018 (“**Transition Date**”), contingent upon approval thereof by the Sponsor and by Corporation (“**Management Agreement**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

1. Conditions.

1.1 The Parties agree that this Assignment is conditioned upon, and shall not be effective until, the Sponsor and the Corporation have each approved the Assignment.

1.2 The Parties understand Assignor is currently in the process of transferring management and operation of the Charter School to Assignee. The Parties agree that this Assignment is conditioned upon, and shall not be effective until, this Assignment and Assumption Agreement transferring the management of the Charter School is fully executed.

2. Transition of Management of Charter School. Effective as of the Transition Date, and upon completion of the conditions in Section 1 herein, Assignee shall assume management of the Charter School and collect the Charter School’s revenues in accordance with the Management Agreement, subject to such reserved rights as may be required by the charter contract or local laws. Assignee shall be responsible for all curriculums, technology and other asset purchases necessary for the management and operation of the Charter School. Assignor will cease its operation of the Charter School as of October 31, 2018.

3. Indemnity.

3.1 Assignee shall indemnify, hold harmless, and defend Assignor and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Assignor Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, that are incurred by Assignor Indemnified Party or awarded against Assignor Indemnified Party, arising out of any action made or brought by either (a) any person who is not a party to this Assignment or an affiliate of a party to this Assignment ("**Third Party Claim**"); or (b) an Assignor Indemnified Party against Assignee ("**Direct Claim**"), in either case which arise out of or relate to (a) Assignee's breach or non-fulfillment of any covenant set forth in this Assignment; (b) any act or omission of Assignee in connection with the operation or maintenance of the Charter School on or after the Transition Date; (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Assignee, or (d) any failure by Assignee to comply with any applicable laws in connection with the operation or maintenance of the Charter School on or after the Transition Date.

3.2 Assignor shall indemnify, hold harmless, and defend Assignee and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Assignee Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, that are incurred by Assignee Indemnified Party or awarded against Assignee Indemnified Party, arising out of any action made or brought by either (a) any person who is not a party to this Assignment or an affiliate of a party to this Assignment ("**Third Party Claim**"); or (b) an Assignee Indemnified Party against Assignor ("**Direct Claim**"), in either case which arise out of or relate to (a) Assignor's breach or non-fulfillment of any covenant set forth in this Assignment; (b) any act or omission of Assignor in connection with the operation or maintenance of the Charter School from the time Assignor assumed management of the Charter School through the Transition Date; or (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Assignor.

4. General Provisions.

4.1 *Counterparts; Facsimile/Electronic Delivery.* This Assignment may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument. Copies of this Assignment delivered by facsimile or electronic delivery shall be deemed the same as originals.

4.2 *Successors.* This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns and successors of Assignor and Assignee.

4.3 *Severability.* If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, Assignor and Assignee shall negotiate in good faith to modify

this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

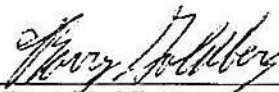
4.4 *Entire Agreement.* This Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

4.5 *Governing Law.* This Assignment shall be construed in accordance with the laws of the state of Florida, without regard to the conflict of laws principles of such state.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

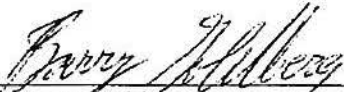
ASSIGNOR:

A PLUS RESOURCE GROUP, LLC
a Florida limited liability company

By 
Name: Barry Goldberg
Title: Manager

ASSIGNEE:

GOLD KEY GROUP, INC.
a Delaware corporation

By 
Name: Barry Goldberg
Title: Chairman