

**AMENDMENT TO CHARTER FOR SARASOTA MILITARY ACADEMY, INC.  
d/b/a SARASOTA MILITARY ACADEMY PREP**

THIS AMENDMENT is entered into this 4<sup>th</sup> day of November, 2014, by and between **The School Board of Sarasota County, Florida**, a body corporate under the laws of the State of Florida (the "Sponsor"), and **Sarasota Military Academy, Inc.**, a nonprofit organization organized under the laws of the State of Florida ("School") operating as the Sarasota Military Academy Prep.

**WHEREAS**, Parties hereto entered into a Charter Contract (the "Charter") on December 10, 2013, with a term commencing July 1, 2014, and expiring on June 30, 2019; and

**WHEREAS**, the Parties wish to amend the Charter to provide that the School shall operate Sarasota Military Academy Prep as a public employer pursuant to Section 1002.33(12), Florida Statutes; and

**WHEREAS**, the Parties wish to amend the Charter to provide that the enrollment application deadline for the School will end on March 31<sup>st</sup> of any given year, rather than on May 1<sup>st</sup>, and to establish a second enrollment period, in the event seats are available, to begin April 1<sup>st</sup> and end on May 1<sup>st</sup> of any given year; and

**WHEREAS**, the Parties hereto desire to amend the Charter under the following terms and conditions.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Section 10(A) of the Charter shall be amended to create a new subsection (6) which shall provide:

"6. The School shall be a public employer pursuant to Section 1002.33(12), Florida Statutes."

2. Section 3(B)(1) of the Charter is deleted in its entirety and replaced with the following:

"1. The School agrees to enroll an eligible student by accepting a timely application through March 31 of each year. If the target goal of students is not met by March 31, the

School reserves the right to establish a second enrollment period from April 1 to May 1 of each year provided sufficient public notice is given."

3. All other provisions of the Charter shall remain in full force and effect.

4. In the event there is any conflict between the terms of this Amendment and the terms of the Charter, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

SARASOTA MILITARY ACADEMY,  
INC. D/B/A SARASOTA MILITARY  
ACADEMY PREP

BY: \_\_\_\_\_  
Jane Goodwin, Chair

BY: \_\_\_\_\_  
LTG Howard Crowell, Jr.  
(Ret)  
Governing Board Chair

Approved for Legal Content  
October 22, 2014, by Matthews, Eastmoore  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH