

Sarasota Charter School Contract Amendment

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

FIRST AMENDMENT TO CHARTER SCHOOL CONTRACTS

THIS FIRST AMENDMENT TO CHARTER SCHOOL contracts (“First Amendment”) is entered into as of the 1st day of **July, 2011** by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida [hereinafter referred to as “Sponsor”],

And

Imagine School at North Port, Inc.
d/b/a Imagine School at North Port
2767 Sycamore St
North Port, FL 34289

A non-profit organization [hereinafter referred to as “School”]

- A. Charter School Contracts to be Amended and Combined. This First Amendment amends and combines the following two charter school contracts:
1. Charter school contract, dated March 4, 2008, between the Sponsor and Imagine-Sarasota County, LLC, which was assigned to the School with Sponsor’s consent effective July 1, 2011 (“K-8 School Charter”).
 2. Charter school contract, approved March 15, 2011, between Sponsor and School (“High School Charter”).
- B. Combination of Middle School and High School. By this First Amendment, the K-8 School and High School will be combined and considered as one K-12 school (“K-12 School”). This First Amendment will be the charter school contract governing the K-12 School. The name of the K-12 School will be “Imagine School at North Port.” There will be one MSID for the K-12 School. The MSID for the K-12 School will be that of the K-8 School. The Florida State accountability measures for the K-12 School will be

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- combined as set forth by Florida Statute and rules of the Florida Department of Education. The School will conduct a single enrollment process, including both K-8 and high school grades.
- C. Term for K-12 School Charter Contract. The term for the charter school contract for the K-12 School shall begin on July 1, 2011, or upon signing by both parties, whichever is later, and shall end on **June 30, 2015**, unless sooner terminated as provided herein.
- D. Amendment to K-8 School Contract. The K-8 School Charter, including appendices, which is attached hereto and incorporated herein as Exhibit 1, is replaced in its entirety by the High School Contract except as to the following provisions of the K-8 School Contract (referred to herein as the “K-8 School Provisions”): Part II, Section A (Grade Levels to be Served); Part II, Section D (Student Assessment and Evaluation Design); and Part II, Section E (Educational Program). In the event of any conflicts between the K-8 School Provisions and the High School Charter, the K-8 School Provisions shall prevail.
- E. Amendment to High School Contract. The High School Charter, including appendices, which is attached hereto and incorporated herein as Exhibit 2, is amended as to the term set forth in Section 1, Paragraph B.2., therein, and replaced with the term for the K-12 School set forth herein. All other provisions of the High School Contract will remain in full force and effect. To the extent there are any conflicts between the High School Contract and this First Amendment, this First Amendment shall prevail.

[Signatures on following page.]

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective undersigned officials this ____ day of _____, 2011.

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

IMAGINE SCHOOL AT NORTH
PORT, INC.

BY: _____
Frank H. Kovach, Chair

BY: _____
Barbara McKeathon, Chair

Approved for Legal Content
May 23, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH