

**SECOND ADDENDUM TO CONTRACT FOR EDUCATIONAL SERVICES
PINNACLE ACADEMY, INC.**

THIS SECOND ADDENDUM is entered into this 15th day of April, 2008, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Board") and Pinnacle Academy, Inc. ("Pinnacle Academy").

R E C I T A L S

A. The parties hereto entered into a contract for educational services for eligible exceptional students (the "Contract") on July 17, 2007, expiring June 30, 2008, for services through May 2008.

B. The parties are contemporaneously entering into an Addendum to Contract dated April 15, 2008 (the "Addendum"), adding extended school year services for June 2008 and increasing the total reimbursement for services not to exceed \$187,473.00.

C. The parties hereto desire to modify the Contract to permit services to be provided during an Extended School Year (ESY) during July 2008 for up to an additional 19 school days and 6 school days during August 2008, and to provide compensation therefor under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties do hereby agree as follows:

1. Paragraph 4C of the Contract is amended so that it shall now terminate in August 2008.

2. Paragraph 3D of the Contract is amended to include an additional provision of Extended School Year (ESY) Educational

Services for an additional 19 school days during July 2008 and 6 school days during August 2008. Compensation shall be at the rate of \$39.00 per student per day for 19 school days during July 2008 and 6 school days during August 2008 for a total of 25 school days.

3. Paragraph 3D of the Contract is further amended so that the ESY services in July and August 2008 may be compensated as stated in paragraph 2 above. The cost of these additional ESY services for July and August 2008 shall not exceed \$8,775.00, and shall be in addition to any other amounts already listed in paragraph 3D.

4. The parties acknowledge and agree that the remainder of the terms of the Contract and Addendum thereto shall remain in full force and effect during the term of this Second Addendum.

5. Where there is any conflict between the terms of this Second Addendum, the Addendum and the Contract, the terms of this Second Addendum shall control.

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

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

PINNACLE ACADEMY, INC.

BY: _____
Kathy Kleinlein, Chair

BY: _____
Kristina Ordetx,
Executive Director

Approved for Legal Content
March 18, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH