AMENDMENT TO AGREEMENT BETWEEN THE SCHOOL BOARD OF SARSOTA COUNTY, FLORIDA AND SARASOTA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. (CHARACTER HOUSE)

This Amendment to Agreement is made and entered into this _____ day of August, 2007, between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") and Sarasota Family Young Men's Christian Association, Inc., a Florida not-for-profit corporation ("YMCA"), f/k/a YMCA Children, Youth and Family Services, Inc.

WHEREAS, the School Board and YMCA entered into an Agreement dated September 2, 2003 ("Agreement") concerning the YMCA's CHARACTER HOUSE program; and

WHEREAS, the parties desire to modify their Agreement to include the provision described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the parties to this Amendment to Agreement hereby agree as follows:

1. Paragraph 6.1 of the Agreement shall be amended to read, in its entirety:

YMCA shall develop a School Improvement Plan in compliance with F.S. 1001.42(16) and 1003.53(2)(b) and in the format prescribed by the School Board. YMCA shall be responsible for meeting student performance goals as defined in the School Improvement Plan for improving student achievement.

2. The parties acknowledge and agree that the remainder of the terms of the Agreement shall remain in full force and effect. Where there is any conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

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

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: _

Frank Kovach, Chairman

Approved for Legal Content July 23, 2007, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>_

SARASOTA FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

BY: _____ Carl Weinrich, President & CEO