ADDENDUM TO CONTRACT FOR EDUCATIONAL SERVICES PINNACLE ACADEMY, INC.

THIS ADDENDUM is entered into this 7th day of June 2011, 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.

RECITALS

A. The parties hereto entered into a contract for educational services for eligible exceptional students (the "Contract") on June 15, 2010, expiring June 30, 2011, for services through May 2011.

B. The parties hereto desire to modify the Contract to permit services to be provided during an Extended School Year (ESY) in June 2011, and for up to an additional 26 school days during July and August 2011, 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 on August 12, 2011.

2. Paragraph 3D of the Contract is amended to include the provision of services in June 2011. The June 2011 services will be paid for with the funds already included in the Contract.

3. Paragraph 3D of the Contract is amended to also include the provision of Extended School Year (ESY) Educational Services for an additional 26 school days during July and August 2011. Compensation shall be at the rate of \$40.00 per student per day for 26 school days during July and August 2011.

4. Paragraph 3D of the Contract is further amended so that the ESY services in July and August 2011 may be compensated as stated in paragraph 3 above. The cost of these additional ESY services for July and August 2011 shall not exceed \$17,689.00, and shall be in addition to any other amounts already listed in paragraph 3D.

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

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

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

THE SCHOOL BOARD OF SARASOTA PINNACLE ACADEMY, INC. COUNTY, FLORIDA

BY:_____

BY:_____

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Frank Kovach, Chair

Executive Director

Approved for Legal Content May 3, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>