

June 7, 2011  
Item #

**SECOND ADDENDUM TO CONTRACT FOR EDUCATIONAL SERVICES  
PINES OF SARASOTA, INC.**

THIS SECOND ADDENDUM is entered into this 7<sup>th</sup> 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 Pines of Sarasota, Inc. ("Pines").

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 June 15, 2010, expiring June 30, 2011, for services through May 2011.

B. The parties are contemporaneously entering into an Addendum to Contract dated June 7, 2011 (the "Addendum"), adding extended school year services for June 2011, and increasing the total reimbursement for services not to exceed \$35,651.00.

C. The parties hereto desire to modify the Contract to permit services to be provided during an Extended School Year (ESY) during July, 2011 for an additional 12 days, 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 July 31, 2011.

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

Services for an additional 12 school days during July, 2011.  
Compensation shall be at the rate of \$56.00 per student per day  
for 12 school days during July, 2011.

3. Paragraph 3D of the Contract is further amended so that  
the ESY services in July, 2011 may be compensated as stated in  
paragraph 2 above. The cost of these additional ESY services for  
July 2011 shall not exceed \$2,688.00, 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

PINES OF SARASOTA, INC.

BY: \_\_\_\_\_  
Frank Kovach, Chair

BY: \_\_\_\_\_  
John Overton, President/CEO

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