SECOND ADDENDUM TO CONTRACT FOR EDUCATIONAL SERVICES

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA and COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC. D/A/A SELBY PRESCHOOL

THIS SECOND ADDENDUM is entered into May 16, 2017, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida ("the Board") and Community Haven for Adults and Children with Disabilities, Inc., d/b/a Selby Preschool ("Selby Preschool").

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 19, 2016, expiring June 30, 2017, for services through May 2017.

B. The parties are contemporaneously entering into an Addendum to Contract dated May 16, 2017 (the "Addendum"), adding extended school year services for June 2017 and increasing the total reimbursement for services not to exceed \$80,312.00

C. The parties hereto desire to modify the Contract to also permit services to be provided during an Extended School Year (ESY) during July 2017 for up to an additional 12 school 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 on July 31, 2017.

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 2017. Compensation shall be at the rate of \$58.00 per student per day for 12 school days during July 2017.

3. Paragraph 3D of the Contract is further amended so that the ESY services in July 2017 may be compensated as stated in paragraph 2 above. The cost of these additional ESY services for July 2017 shall not exceed \$4,872.00, and shall be in addition to any other amounts already listed in paragraph 3D as modified by the Addendum.

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.

2

IN WITNESS WHEREOF, the parties have executed this Second

Addendum as of the date first above written.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC. D/B/A SELBY PRESCHOOL

BY:____

Executive Director

BY: Caroline Zucker, Chair

Approved for Legal Content, April 19, 2017, by Matthews Eastmoore, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>