

May 18, 2010  
Item #

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

THIS SECOND ADDENDUM is entered into this 18th day of May, 2010, 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 21, 2009, expiring June 30, 2010, for services through May 2010.

B. The parties are contemporaneously entering into an Addendum to Contract dated May 18, 2010 (the "Addendum"), adding extended school year services for June 2010, and increasing the total reimbursement for services not to exceed \$126,848.00.

C. The parties hereto desire to modify the Contract to permit services to be provided during an Extended School Year (ESY) during July and August, 2010 for an additional 26 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 August 12, 2010.

2. Paragraph 3D of the Contract is amended to include an

additional provision of Extended School Year (ESY) Educational Services for an additional 26 school days during July and August 2010. Compensation shall be at the rate of \$40.00 per student per day for 26 school days during July and August 2010.

3. Paragraph 3D of the Contract is further amended so that the ESY services in July and August 2010 may be compensated as stated in paragraph 2 above. The cost of these additional ESY services for July and August 2010 shall not exceed \$17,680.00, 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: \_\_\_\_\_ BY: \_\_\_\_\_

Shirley Brown, Chair

Kristina Ordetx,  
Executive Director

Approved for Legal Content  
April 20, 2010, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH