

AMENDMENT TO THE CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
("SCHOOL DISTRICT")
AND
Arbor E&T, LLC
("CONTRACTOR")

On this 12th day of October, 2006, in addition to the terms and conditions as set forth in the Contract Between The School Board of Palm Beach County, Florida and Arbor E&T, LLC, a wholly owned subsidiary of ResCare, Inc. (the "Contract"), for the provision of alternative education services, counseling, social skills training, and substance abuse awareness training to Middle and High School aged students in Excel Schools, the following Amendment is hereby made a part of the Contract, which was made and entered into on the 16th day of August, 2006. To the extent a conflict exists between any of the terms or conditions of the Contract (including any attachments and exhibits thereto) and any of the terms and conditions of this Amendment, this Amendment shall govern.

In consideration of the promises herein and other good and value consideration, the Contractor and School District agree as follows:

- 1) The Contract is amended hereby to provide that the Contractor shall operate a fourth Excel School, which shall be located in the western area of Palm Beach County. Accordingly, the Contractor will provide alternative education services, counseling, social skills training, and substance abuse awareness training for Middle and High School aged students in the:
 - 1) North Area Excel School,
 - 2) South Area Excel School,
 - 3) Central Area Excel School, and
 - 4) West Area Excel School.
- 2) Section 2 of the Contract shall be amended and modified to add a billing table for the West Area Excel School, as follows:

"2. Payment:

WEST AREA EXCEL SCHOOL BILLING TABLE PER CONTRACT:

ENROLLMENT Per SCHOOL	COST PER DAY (\$)
Enrollment Cost (enrollment target: 60)	\$2,213.00

- 3) Section 5 of the Contract shall be amended and modified to add language providing that the School District shall make suitable facilities available for the West Area School, such that the first sentence in Section 5 shall read,

"5. Responsibilities of the Parties:

The Contractor shall provide one leased school location in Palm Beach County for the Central Area School. The School District shall make suitable facilities available for the North, South and West Area Schools."

All other provisions in Section 5 shall remain unchanged by this Amendment.

- 4) Section 7(b) of the Contract shall be amended and modified to add language regarding facilities for the West Area School, such that Section 7(b) shall read:

“7. Facilities:

b) North, South and West Area Excel Schools

The School District will provide suitable space per the School District and State of Florida requirements for the North, South and West Area Excel School programs. Such space will accommodate the maximum number of students per program defined in the billing table. The space is and will continue to be owned by the School District. Notwithstanding any provision contained herein, the Contractor’s interest shall only amount to a license and nothing therein shall be construed as granting the Contractor any right, title, interest, or estate in the space.

The Contractor shall not directly or indirectly, voluntarily or by operation of law, sell, assign, sublease, encumber, pledge, or otherwise transfer all or any part of the space leased to Contractor for the operation of the North, South and West Area Excel School programs.

The School District shall be responsible for lawn maintenance, cleaning the building and grounds, replacing worn out and broken items (other than fixtures) such as light bulbs, toilet paper, and other janitorial supplies, and performing minor repairs currently performed by school custodial staff.

The School District shall be responsible for installing and maintaining data and phone lines for the operation of the North, South and West Area Excel School programs.

The School District and the Contractor will reach an agreement for reasonable use of common areas of the facility as stated in the memorandum of understanding.

The Contractor shall comply with all inspection requirements for Public Education Facilities, including the annual Fire and Safety Inspection performed by the School District and Local Fire Authorities and inspections performed by the Palm Beach County Health Department. Other inspections may be required as determined by the School District. The Contractor agrees to correct inspection violations and/or assist the School District in correcting inspection violations.

All maintenance, renovations and/or remodeling required to ensure compliance with all health, fire, safety and other statutory requirements for the occupation of the space used for the Excel programs shall be the responsibility of the School District. The Contractor shall not permit any operational violations of health, fire, safety, or sanitation and shall promptly pay the School District to correct any such condition. The District shall remain responsible for correcting all operational type health, safety, and sanitation violations identified by either the School District and/or the fire inspector.

The Contractor shall not be permitted to alter the spaced used for the North, South and West Excel Schools in any manner. Any requests for alterations that Contractor desires to make to the space shall be submitted to the School District’s Chief of Facilities

Management for review. The School District, in the sole discretion of the Chief of Facilities Management, shall approve or disapprove the Contractor's requested alterations. In the event the Contractor's requests for alterations are approved, the School District shall provide written cost estimate (including a reasonable contingency) to the Contractor and Contractor shall deposit with the School District the cost of the alterations and School District shall perform or cause to be performed the requested alterations. In the event the actual cost of the alterations exceeds the cost estimate, the Contractor shall pay the difference to the School District within thirty (30) days of receipt of the written notice detailing the actual cost. In the event the actual cost of alterations is less than the cost estimate deposited with the School District by the Contractor, the School District shall refund the difference to Contractor within thirty (30) days of final acceptance of the alterations by the School District's Building Department."

Except as otherwise modified herein, all of the terms and conditions of the Contract are hereby ratified and remain in effect without revision.

ARBOR E&T, LLC

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
Matt Doctrow,
Vice President of Schools
and Technology Rescare, Inc.

By: _____
Tom Lynch, Chairperson


By: _____
Timothy J. Giannoni
Vice President of Alternative
Education Services—Excel Schools

By: _____
Arthur C. Johnson, Ph.D., Superintendent

Date: _____

Date: _____

Reviewed and Approved For Legal Sufficiency and Form

By:  _____
Kalinthia R. Dillard, Esq.
Associate Counsel

Date: 10-6-06



ALTERNATIVE SCHOOLS
A member of the RenCen family

TO: PALM BEACH COUNTY SCHOOLS/OFFICE OF ALTERNATIVE SCHOOL MGMT.—MS.DEVEROUX

FROM: EXCEL ALT. SCHOOL MANAGEMENT TEAM (OFFICE OF DR. TIM GIANNONI)

SUBJECT: 2006-07 WEST ALTERNATIVE SCHOOL PROGRAM OPERATIONS

DATE: 9/27/06

Per request this past week, the following document summaries Excel Schools readiness to provide West Area Service:

Excel Proposed WEST School Management Services 2006-07:

PROPOSED LOCATION	POPULATION TO BE SERVED	SCHOOL CAPACITY
West Area Full Service Excel School Options (District Driven): 1. West School of Choice 2. West Tech. School	-Behavior Management TRAC -Expulsion/Placement (supporting District, CEP, Whitechat—MS/HS, Charters)	60 Students ADA--38

NOTE: Individual line item detail and staffing available per detailed budget.

West School Operations:

School Location	2005-06 Capacity	2005-06 Budget	2006-07 Proposed Capacity	2006-07 Proposed Budget	2006-07 School Start-up Logistics
Intensive West/Central (correct alignment PO with Program)	60	Allocation. West \$450,000 (total PO \$873,360)	60	\$398,356 Program Start November 6, 2006 (2 weeks advance Staffing/Planning) Pro-rated Annual Contract Cost at 73% (late start-up)	-Approximately 3 employees available for immediate employment for school start-up -Program Supervisor Available -District facility, set-up, resource support, tech. support including lab and software -Parent/Student contact by mid-Oct. -West start-up should have minimal impact on current programs

WEST AREA EXCEL SCHOOL BILLING TABLE PER CONTRACT:

ENROLLMENT Per SCHOOL	COST PER DAY (\$)
Enrollment Cost (enrollment target: 60)	\$2,213.00