State of Florida
Department of Children and Families

Charlie Crist
Governor

Robert A. Butterworth
Secretary

January 26, 2007

Ms. Elizabeth Ledan
Secondary, Adult & Community Education
2501 South Seacrest Bovd., Suite A-323
West Palm Beach, FL 33406

RE: Amendment #001-Contract LK702/Adult Education Services

Dear Ms. Ledan:

Enclosed for review and execution is the original amendment to contract **LK702** between the Department of Children & Families and the School District of Palm Beach County.

Please provide a signature and date where indicated, and return two originals of the contract amendment to the Tallahassee address listed below via Federal Express overnight delivery to the following address:

Florida Department of Children and Families
Refugee Services - Attn: Michele Casabianca
1317 Winewood Boulevard
Building 1, Room 301
Tallahassee, Florida 32399-0700

You will be sent one of the original contract amendment documents once the remaining signature is obtained. If you have any concerns or questions, please call me at (850) 922-2488.

Sincerely,

Michele A. Casabianca

Michele Casabianca, Contract Manager
Refugee Services

Enclosures (1)

AMENDMENT # 001

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "department" and the School Board of Palm Beach County, hereinafter referred to as the "provider," amends **Contract LK702.**

1. **Page 5, Standard Contract, Section II.A., is hereby amended to read:**

   A. Contract Amount
   To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$1,837,708.00**, or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

2. **Page 21, Attachment I, Sections B.4.a.1) and 3), is hereby amended to read:**

   1) Service units are Adult General Education (AGE) attendance hours and Post-Secondary Adult Vocational (PSAV) attendance hours. During the first year of this contract, the provider shall perform a minimum of 60,000 AGE attendance hours and a minimum of 25,500 PSAV attendance hours.

   3) During the first year of this contract, the provider shall enroll 400 clients in various Adult General Education programs as defined under the terms of this contract and 245 clients in Post Secondary Adult Vocational (PSAV) courses.

3. **Page 30, Attachment I, Sections C.2. and 4., is hereby amended to read:**

   2. **Total Contract Amount.** The department will pay the provider for the delivery of services rendered in accordance with the terms of the contract and the department will reimburse the provider for allowable expenditures incurred pursuant to the terms of this contract for a total dollar amount not to exceed $1,837,708.00, subject to the availability of funds. The funding level for the first year is $1,125,208.00. The estimated funding level for the second year will be included via budget amendment.

   4. **Cost Reimbursement.** The department will reimburse the provider for allowable expenditures incurred pursuant to the terms of the contract for a total dollar amount not to exceed $1,125,208.00 for the first year of this contract, subject to the availability of funds.

4. **Page 35, Attachment I, Section D.5., is hereby amended to read:**

   5. **Property.** Nonexpendable property is defined as tangible personal property of a nonconsumable nature that has an acquisition value or cost of $1,000 or more per unit and an expected useful life of at least one year, and hardback covered bound books that are not circulated to students or the general public, the value or cost of which is $250 or more. Hardback books with a value or cost of $100 or more should be classified as nonexpendable property only if they are circulated to students or to the general public. All computers, including all desktop and laptop computers, regardless of the acquisition cost or value are classified as nonexpendable property. Motor

vehicles include any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

When state property will be assigned to a provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the contract manager. When property is transferred to the provider, the department shall pay for the title transfer. The provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the provider. Business arrangements made between the provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the department shall hold the provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.

If any property is purchased by the provider with funds provided by this contract, the provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the department along with the expenditure report for the period in which it was purchased. At least annually the provider shall submit a complete inventory of all such property to the department whether new purchases have been made or not.

The inventory shall include, at a minimum, the identification number; year and/or model,: a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

The contract manager must provide disposition instructions to the provider prior to the end of the contract period. The provider cannot dispose of any property that reverts to the department without the contract manager's approval. The provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

The provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the provider and the department and shall be used in place of the original acquisition cost.

Title (ownership) to and possession of all property purchased by the provider pursuant to this contract shall be vested in the department upon completion or termination of this contract. During the term of this contract, the provider is responsible for insuring all property purchased by or transferred to the provider is in

good working order. The provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The provider shall be responsible for repaying to the department the replacement cost of any property inventoried and not transferred to the department upon completion or termination of this contract. When property transfers from the provider to the department, the provider shall be responsible for paying for the title transfer.

If the provider replaces or disposes of property purchased by the provider pursuant to this contract, the provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the provider's annual inventory.

The provider hereby agrees to indemnify the department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the provider pursuant to this contract.

A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

5. **Page 37, Attachment I, Sections D.13.a)1) and 2), are hereby amended to read:**

   1. **Late Narrative Report Submission.** The provider may be assessed liquidated damages of $154.00 per day for each day that the required narrative report submission exceeds the deadline as specified in Section B.4.c.1.

   2. **Unacceptable Narrative Report Submission.** The provider may be assessed liquidated damages of $154.00 per day for each day that the required narrative report submission is deemed unacceptable by the contract manager and notification is made to the provider. Unacceptable narrative report submission comprises narratives that are either inaccurate (unacceptable business practice or policy) or incomplete (omission of statistics, deliverables, service units, and/or performance goals, etc.). The provider has up to three (3) business days within which the provider may make acceptable or rectify the deficiencies identified in the narrative report and resubmit the report to the department. Notwithstanding the three (3) business day time frame to make acceptable or complete the narrative report, RS will continue to assess liquidated damages until such time as the report is resubmitted in an accurate and complete format.

6. **Pages 39-45, Attachment II, dated 7/6/06, are hereby deleted in their entirety and Pages 39-45, Revised Attachment II, dated 1/1/07, are inserted in lieu thereof and attached hereto.**

This amendment shall begin on **January 1, 2007**, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this eleven **(11)** page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: The School Board of Palm Beach County	**STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**
SIGNED BY: _____	**SIGNED BY:** _____
NAME: Arthur C. Johnson, PhD	**NAME: Eujenia C. Criswell**
TITLE: Superintendent	**TITLE: Director, Refugee Services**
DATE: _____	**DATE:** _____

FEDERAL ID NUMBER: F59-6000783

Reviewed and Approved
as to Legal Sufficiency
1/31/07

ATTACHMENT II

First Year
Budget Summary

	2006-2007	Project Total
Personnel Expense		
A. Personnel	$364,198	$364,198
B. Fringe Benefits	$114,874	$114,874
Other Expenses		
C. Travel	$3,000	$3,000
D. Client Transportation	$2,202	$2,202
E. Client Education and Training Tools	$391,323	$391,323
F. Client Education (Fixed Price)	$175,800	$175,800
G. Advertising	$2,000	$2,000
H. Memberships and Subscriptions	$0	$0
I. Office Expenses		
Office Supplies	$9,000	$9,000
Printing	$1,500	$1,500
Postage	$1,000	$1,000
Books, Tools (Not included in tuition)	$2,000	$2,000
Service Agreements	$0	$0
Telephone	$0	$0
Equipment Rental	$239	$239
J. Program Support Service Costs		
Staff training	$0	$0
SAVE Access	$450	$450
K. Rental or Use of Space	$0	$0
L. Re-credentialing / Recertification	$15,400	$15,400
M. Operating Capital Outlay (OCO)	$8,000	$8,000
N. Indirect Costs	$34,222	$34,222

TOTAL PROJECT BUDGET:	$1,125,208	$1,125,208

A. Personnel.

Position Description	Gross Annual Salary 2006-2007	% Time Allocated	Total Salaries Charged 2006-2007
Academ. Progr/Comp. Specialist	$ 62,400	100%	$ 62,400
ESOL Prog. Coord (Resource Teacher)	$ 68,848	100%	$ 68,848
Secretary/Admin Assistant	$ 27,500	100%	$ 27,500
Data Processor	$ 23,000	100%	$ 23,000
Social Serv. Fac/ Career Counselor	$ 37,600	100%	$ 37,600
Budget Tech.	$ 32,000	100%	$ 32,000
Language Translator/Interpreter	$ 33,000	100%	$ 33,000
Language Translator/Interpreter	$ 34,300	100%	$ 34,300
Part Time Personnel	$ 45,550	100%	$ 45,550
Total 2006-2007	**$ 364,198**		**$ 364,198**

Personnel Narrative. Salaries and fringe benefits are set by the School Board of Palm Beach County, and are subject to change depending upon the School Board's actions. Paid leave types include, but are not limited to, the following leave types; Holidays - Medical Family Leave - Sick Time - Vacation - Jury Duty - Compassionate or Emergency Leave.

- **Academic Program/Compliance Specialist** - The Academic Program/compliance Specialist implements the program by coordinating and supervising all activities of the Project Transition Refugee Program in order to accomplish the goals of the program. Identifies, trains, and supervises the 20 Refugee Program staff, which includes teachers and part-time staff. Provides leadership and support to the teachers and the staff regarding the daily operations of the office. Administers the budget, monitors project activities, arranges inter-agency cooperation, develops staff in-service activities, prepares, interprets, and disseminates all required reports. Ensures the program is in compliance with all the requirements.
- **ESOL Program Coordinator/Resource Teacher** – Coordinates and supervises all activities related to ESOL courses and testing. Works to help ensure appropriate ESOL instruction and use of curriculum materials as well as accurate reporting of program status. Conducts oversight of the programs throughout the schools. Conduct Teacher-training sessions to help teachers meet the specific needs of the students.
- **Secretary/Administrative Assistant** - Orders and maintains all supplies, books, materials, bus passes, and equipment and conducts follow-up with vendors to ensure delivery and notifies the finance office at the School Board of Palm Beach County office of invoices ready for payment. Prepares program forms, sets up files and the filing system, and assembles information for the Program Manager's use. Meets and greet the clients via phone or in person. The Secretary/Administrative Assistant works 40 hours each week.
- **Data Processor** - Assists with and reviews all new client files to ensure the intake applications are completely filled out, copies of documents are located in the files, and directs the files to the appropriate staff upon completion of review. Maintains the access database for the office, entering basic identifying information for each student

as well as each class registration, schedule, and entry and withdrawal dates. Collects the student attendance hours and inputs the hours into the database(s). Enters all other student data into Project Transition's main access database and DCF's Oracle database as required. Fluent in English and Spanish and works 40 hours each week.

- **Social Services Facilitator/Career Counselor**- Coordinates with the Language Translator/Interpreters to provide career counseling to students and assist them with their transition from adult education to vocational training. Works with students to develop career paths establish goals to help them attain their desired career. Informs the students of the requirements to enter into a training program. Tracks and follows student progression in the program.
- **Budget Tech** – Coordinates all activities related to the required program financial reporting. Works with school district budget personnel to obtain the supporting documentation for the program. Maintains and tracks program budget. Reviews and processes invoice for payments to vocational schools. Works with Program Coordinator to prepare the financial report sent to the Department of Children and Families.
- **Language Translators/Interpreters** (2) - The Language Translators/Interpreters are responsible for recruitment, eligibility, and intake for clients who apply for assistance through the Project Transition Refugee Program. Maintain contacts with school center personnel, the students, the program manager, and the career counselor to assure that clients receive the necessary social, educational, and support services. One Translator is bilingual in English and Spanish and the other is bilingual in English and Haitian Creole in order to better serve our student population. Each Translator works 40 hours each week.
- **Temporary Help/Clerical** - Part-time employees are utilized as Temporary Clerical Help as needed to complete data input, client attendance tracking and follow-up, or other tasks deemed necessary. They are also utilized to fill temporary vacancies as they occur. Collects the student attendance hours from instructors and students after each (9 week term) and inputs the hours into the database(s). Temporary help may be reimbursed as either part-time hourly, OPS, or through a temporary employment service provider.

B. Fringe Benefits.

Full Time -2006 - 2007 Fringe Benefits Rates	Rate	Salary	Benefits Charged to Project
FICA *	6.20%	$ 318,648	$ 19,756
Workers Comp. *	2.85%	$ 318,648	$ 9,081
Medicare *	1.45%	$ 318,648	$ 4,620
Health/Life Insurance	5,750	per F/T emp (8)	$ 46,000
Retirement *	10.50%	$ 318,648	$ 33,458
Part time Personnel	4.30%	$ 45,550	$ 1,959
Total			**$ 114,874**

* Benefits calculated based on F/T personnel salary only

Fringe Benefits Narrative. Fringe benefits are set by the Federal Government and the School Board of Palm Beach County and are subject to change depending upon the

School Board's actions. Benefits include, but are not limited to retirement, Social Security, life insurance, health insurance, unemployment compensation, and workers

compensation. A copy of the 2007 Fringe Benefit Schedule detailing complete information on fringe benefits is incorporated by reference and a copy will be kept in the contract file.

C. Staff Travel.

2006-2007			
Travel Type	**Cost**	**#Miles**	**Total**
Travel/Mileage	0.44/ Mile	6,818	$ 3,000
Conference Travel	0	0	$ -
Total			**$ 3,000**

Staff Travel Narrative. Staff members will incur travel for visitations to class sites, the district office and other destinations to attend meetings and required training. Project Transition will be reimbursed based on the State of Florida approved mileage and allowance rates at the time travel is incurred. In the event the mileage rates & allowances are increased by the Department of Financial Services, we will claim the maximum amount per mile allowed without the need of a formal contract amendment. Conference travel will not be charged.

D. Client Transportation.

2006-2007			
Travel Type	**Cost/ Ticket**	**Estimated No. of Tickets**	**Total**
Monthly Bus Passes	$3.00	734.00	$ 2,202
Total			**$ 2,202**

Client Transportation. Lack of transportation is an obstacle in the ability of clients to attend classes. Palm Tran bus tickets will be purchased at a rate of $3.00 each. For the current time, we will charge the ticket cost mentioned above, however, should the price per ticket increase, we will claim the maximum amount per ticket allowed without the need of a formal contract amendment.

E. Client Education and Training Tools.

2006-2007			
Type	**Estimated Cost**	**Estimated Clients**	**Total**
Vocational Tuition & Lab Fees	$ 1,597.237	245	$ 391,323
Client Training Supplies	$ -	0	$ -
Books	$ -	0	$ -
Uniforms & Tools	$ -	0	$ -
Testing & Certification	$ -	0	$ -
Total			**$ 391,323**

Client Education and Training Tools Narrative. Funds will be used to cover the costs of education and training tools for clients. It is recognized that due to individual client/student needs, costs are estimates at this time. Client training materials include

but are not limited to supplies, textbooks, testing/evaluation fees, tools, and uniforms which are usually included as part of tuition under this line item.

F. Client Education - Fixed Price Expenditures.

2006-2007			
Service Units	Units (Hours)	Service Unit Fee	Total
Adult General Education (AGE)	60,000	$ 2.93	$ 175,800
		Total	$ 175,800

Client Education (Fixed Price) Narrative. The estimated attendance hours will be charged to support AGE courses at various sites and will be charged based on client actual hours of attendance.

G. Advertising.

2006-2007			
Type	Estimated Cost	Estimated Publications	Total
Radio	$ 100	8	$ 800
1/2 Page Advertisement	400	3	$ 1,200
Total			$ 2,000

Advertising Narrative. Advertising and promotion is necessary to conduct outreach to clients via radio, newspaper, brochures, and any other advertising media as deemed necessary.

H. Membership Fees and Subscriptions.

2006-2007			
Type	Estimated Cost	Estimated Memberships	Total
Membership Fees	$ -	0	$ -
Total			$ -

Membership Fees and Subscriptions Narrative. Includes, but is not limited to, membership in state and national professional organizations such as Adult and Community Education (ACE) and Sunshine State TESOL necessary to obtain information about innovative ideas and effective teaching strategies.

I. Office Expenses.

2006-2007			
Type	Estimated Cost	Months/Units	Total
Office Supplies	$ 750.00	12	$ 9,000
Printing	$ 125.00	12	$ 1,500
Postage	$ 83.33	12	$ 1,000
Service Agreements	$ -	0	$ -
Equipment Rental	$ 19.92	12	$ 239
Telephone	$ -	0	$ -
Books	$ 83.33	12	$ 1,000
Tools and School Supplies	$ 83.33	12	$ 1,000
Total			**$ 13,739**

Office Expenses Narrative. Include but are not limited to office supplies, postage, printing and service and maintenance agreements, and other office expenses deemed reasonable and necessary. Also include client books, tools and uniforms not already incorporated as part of tuition, but purchased separately for client courses.

J. Program Support Service Costs.

2006-2007			
Type	Estimated Cost	Estimated Units	Total
Staff Training and Prof. Dev.	0	0	$ -
SAVE Verification Access Monthly Charge	37.5	12	$ 450
Total			**$ 450**

Program Support Service Costs Narrative. SAVE verification expenses will include the monthly fee and the per item cost to access the SAVE system that is used to verify clients' eligibility for Refugee services.

K. Rental or Use of Space.

Rental or Use of Space	Price per sq. ft (Estimated, actual costs may be higher)	Total sq. footage (Estimated, actual sq footage may differ)	Total
Rental Space	$0.00	0	$ -
Total			$ -

Rental or Use of Space. Renting classroom space is often necessary in order to hold classes in neighborhood locations where Refugee clients reside. Both costs and measurements are based on current estimates. This is only an estimate. Actual cost per square foot will vary based upon location. Total square footage may be greater than 0 square feet.

L. Re-credentialing/Recertification.

2006-2007			
Type	Estimated Cost	Estimated Clients	Total
Re-credentialing	$ 350	44	$ 15,400
Total			**$ 15,400**

Re-credentialing/Recertification. Skills recertification and re-credentialing services include but are not limited to, certified and notarized translation of foreign transcripts, vocational certificates and/or university diplomas. Unit costs cannot be estimated because they vary based on individual client needs.

M. Operating Capital Outlay (OCO).

2006-2007			
Type	Cost/Unit	No. of Units	Total
Computer	$ -	0	$ -
Printer	$ -	0	$ -
Software	$ 3,309	1	$ 3,309
Furniture	$ -	0	$ -
Equipment / Hardware	$ 4,691	1	$ 4,691
Total			**$ 8,000**

OCO Narrative. Software applications and other necessary computer hardware will be purchased for use in the Project Transition office, classroom, and computer lab to provide access to the newly automated intake forms and client files.

N. Indirect Costs.

2006-2007		
Indirect Cost Description		Dollar Amount
Indirect Cost rate is calculated at 3.16% of the Total Operating Expenses ($1,082,986). This is an estimated percentage at this time.	3.16%	$ 34,222.00

Indirect Costs. Overhead costs incurred in the overall functioning of the school or school district; costs not really identified as direct project expenditures (i.e., accounting services, space, utilities). In the School Board of Palm Beach County, indirect costs are established annually as a set percentage of the overall grant budget, and are required when funding is from a federal source, unless specifically prohibited by the agency. The DOE approved administrative indirect cost rate is estimated to be 3.16% for the 2006 - 2007 school year.

TOTAL PROJECT BUDGET **$1,125,208**