

Cooperative Agreement
Between
The School Board of Palm Beach County, Florida
And
The Urban League of Palm Beach County, Inc.
For the Weekday Warriors Program
(f/k/a Weekend Warriors)

- I. This Cooperative Agreement dated October 19, 2005 through October 19, 2006 is by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the "School Board" and The Urban League of Palm Beach County, Inc., hereinafter referred to as the "Urban League."
- II. Whereas the School Board and the Urban League both desire to continue the services of Urban League's Weekday Warriors Program to increase academic achievement. Therefore in consideration of the mutual promises contained herein, the parties agree as follows:

The School Board agrees to:

1. Collaborate with the Urban League to support increased student achievement for the youth of Palm Beach County.
2. Provide \$46,323 upon receipt of invoices for expenses related to the delivery of the program as outlined on the attached budget.
3. Provide technical assistance and update information to the Weekday Warriors staff regarding FCAT assessment and educational needs related to skill areas tested by FCAT.
4. Provide classroom teachers with information about the Weekday Warriors Program, including how to refer a student to the program.

The Urban League agrees to:

1. Provide the Weekday Warriors Program, a tutorial service to increase student performance on the Florida Comprehensive Assessment Test (FCAT) in Palm Beach County. The program will operate Monday through Thursday throughout the school year. The program addresses the community's concern about the number of Palm Beach County students who failed the FCAT. Although the program will be promoted through churches in the community, it will be non-sectarian and open to all public school students grades 3-5 in the School District. Any District funds allocated under this agreement will be used for non-sectarian purposes only and will be kept separate and apart from any church related activities.

2. Acquire space for the program through the Faith-based Network.
 3. Provide qualified staff as determined in accordance with professional standards.
 4. Provide an outline of the program to include: a) curriculum plan, b) locations for the program, c) grade levels to be served, and d) budget plan for program operation.
 5. Maintain and provide, upon request, an updated accounting of funds provided by the District.
 6. Provide monthly invoices outlining expenditures related to program operation for disbursement of funds by the District.
 7. Provide data showing referrals and level of services at program sites.
 8. Use student achievement gains on District and State assessments to measure program success with particular focus on improved scores on the FY 2006 FCAT Sunshine State and FCAT Norm Reference Test for participants.
 9. Provide other tutorial opportunities (SAT) to District students.
- III. The School Board recognizes its respective liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be constructed as a waiver of any right or defense that the School District has under said statute.

The Urban League shall in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Urban League, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by Urban League or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the

Urban League under workers' compensation acts; disability benefits acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the School Board to enforce this agreement shall be borne by Urban League. Urban League recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this agreement.

- IV. This Agreement shall become effective as of October 19, 2005 and shall terminate October 21, 2006. This agreement may be modified or amended only by mutual written consent of the parties.
- V. This Agreement may be terminated by one of the parties for any reason upon thirty (30) days written notice. This Agreement shall be constructed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.
- VI. The Urban League assures the School Board that it does not discriminate on the basis of race, sex, sexual orientation, marital status, national origin, handicap, or age in the operation of its business or provision of services as provided by law.
- VII. The Urban League is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Urban League acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws.
- VIII. All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who meets the above criteria and to require that all individuals in the organization who meet any of the above criteria to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Provider. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider's services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

IN WITNESS WHEREOF, the Parties have executed this Cooperative Agreement on the dates set forth below to be the effective date

SCHOOL BOARD OF PALM BEACH COUNTY

Date: _____ By: _____
Printed: Tom Lynch
Title: Chairperson

Date: _____ By: _____
Printed: Arthur C. Johnson, Ph.D.
Title: Superintendent of Schools

THE URBAN LEAGUE OF PALM BEACH COUNTY

Date: 9/20/05 BY: [Signature]
Printed: Patrick J. Franklin,
Title: President/CEO

Reviewed and approved by the
Office of the Chief Counsel

[Signature] 9/21/05
Name and Date

**ADDENDUM, Concerning Student Information, to the Contract
dated October 19, 2005 between The School Board of Palm Beach and
The Urban League of Palm Beach County, Inc.**

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates The Urban League of Palm Beach County, Inc. ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data: FCAT Reading and Math data, student names, grade levels, schools attending, parent/guardian, student ID numbers, and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

The Urban League of Palm Beach County, Inc.

By: _____

Patrick J. Franklin, President/CEO

Date: _____

9/20/05

The School Board of Palm Beach County

By: _____

Arthur C. Johnson, Ph.D., Superintendent

Date: _____