

**COOPERATIVE AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
C.L.A.S.S. OF PALM BEACH COUNTY, INC.**

This Cooperative Agreement (“Agreement”) dated February 5, 2007, is entered by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the “School Board” and C.L.A.S.S. of Palm Beach County, Inc., hereinafter referred to as “C.L.A.S.S.”

WHEREAS, the School Board and C.L.A.S.S. desire that C.L.A.S.S. provides certain after school tutorial services (“Tutorial Program”) to students at the Delray Full Service Center (“Participating Students”).

WHEREAS, the Tutorial Program is designed to improve the academic skills, to increase the classroom success, and to increase the passage rates on the FCAT exam of Participating Students.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

I. **TERM:** The term of this Agreement shall be from February 5, 2007 through May 31, 2007. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be changed to comply with such law, rule or regulation.

II. The School Board agrees to:

1. Collaborate with C.L.A.S.S. to support increased student achievement for the Participating Students in the Tutorial Program;
2. Provide funding for eight (8) teachers at \$20.44 per hour, for a total of \$9,999.00 for the term of this Agreement; and
3. Provide in-kind space on the Delray Full Service Center site on such days that the eight (8) teachers referenced in Paragraph II(2) above are providing services for the Tutorial Program.

III. C.L.A.S.S. agrees to:

1. Provide eight (8) teachers who will perform the following tasks:
 - a) Assist Participating Students with all homework;
 - b) Conduct remediation sessions for Participating Students who are not functioning on grade level in reading, writing, and math; and
 - c) Operate an FCAT support session for Participating Students who are having difficulty passing the FCAT.

2. Guarantee that the Tutorial Program will improve the academic skills, the classroom success, and the passage rates on the FCAT exam of Participating Students, as follows:
 - a) Report Cards (for Participating Students who attend C.L.A.S.S. for at least 12 weeks):
 - i. At least 75% of all Participating Students in elementary school consistently will pass all classes during the third trimester of FY 07;
 - ii. At least 75% of all Participating Students in middle school consistently will have a GPA of 2.0 or better for the fourth quarter of FY 07;
 - iii. At least 75% of all Participating Students in the 12th grade will pass and graduate in FY 07; and
 - iv. At least 75% of low functioning students/special education students will increase reading levels based on current functioning levels.
 - b) FCAT (for Participating Students who have been attending C.L.A.S.S. since August 2006):
 - i. At least 75% of all Participating Students in the 3rd, 4th, and 5th grade regular education will pass reading and math portions of the FCAT exam in FY 07;
 - ii. At least 75% of all Participating Students in 4th grade regular education will score a 3.5 or better on the writing portion of the FCAT in FY 07;
 - iii. At least 75% of all Participating Students in 8th grade regular education will pass reading and math portions of the FCAT in FY 07; and
 - iv. At least 75% of all Participating Students in 10th grade regular education will pass the reading and math portions of the FCAT during FY 07.
3. Permit access to the C.L.A.S.S. Tutorial Program to any requesting student.
4. Provide all Participating Students with:
 - a) Daily homework assistance;
 - b) Daily FCAT reading, writing, and math skills development sessions;
 - c) Daily nutritional snacks at no additional cost to the School Board;
 - d) Daily social and cultural exposure opportunities (ie. guest speakers, field trips, etc.), at no additional cost to the School Board; and
 - e) Remedial skills enhancement based on the needs of each of the Participating Students.
5. Conduct Parent-Teacher conferences, to include interventions and communications with classroom teachers, as needed to assist in each of the Participating Students' academic success.

III. The School Board shall assess and evaluate the success of the Tutorial Program by reviewing and analyzing:

- 1) Participating Students' report cards, FCAT scores, intermittent informal and formal assessments, documented teacher designed tests, and any documents assessed through the parents by parental approval; and
- 2) Quarterly reports for schools and FCAT scores.

IV. **MODIFICATION:** This Agreement may be modified or amended only by mutual written consent of the parties.

V. **TERMINATION:** This Agreement may be terminated at any time and for any reason, upon giving thirty (30) days written notice to the other party. If said Agreement should be terminated for convenience as provided herein, C.L.A.S.S. will be relieved of all obligations under said Agreement and School Board will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In accordance with law, if any condition exists with the site or personnel, which threatens or jeopardizes the safety, health or well being of the Participating Students, this Agreement can be terminated immediately.

VI. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with the laws of the State of Florida. In the event of litigation between the parties to this Agreement, venue shall lie in Palm Beach County, Florida, and each party shall be responsible for its own attorney's fees and costs.

VII. **DISCIMINATION:** C.L.A.S.S. assures the School Board that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of its business or provision of services.

VIII. **NON-ASSIGNABILITY:** This Agreement may not be assigned without the written consent of both parties.

IX. **CONFIDENTIALITY:** C.L.A.S.S. is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, C.L.A.S.S. acknowledges and agrees to comply with the Family Educational Rights and Privacy (FERPA) and all State and Federal laws. C.L.A.S.S. shall execute the Addendum Concerning Student Information, which is attached hereto as Exhibit "A."

X. **BACKGROUND CHECK:** All contractual personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel agree to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and subcontractors of the organization who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the

C.L.A.S.S. Contractual personnel shall not begin providing services contemplated by this Agreement until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of C.L.A.S.S. (or discontinuation of C.L.A.S.S.'s services) on the basis of these compliance obligations. C.L.A.S.S. agrees that neither C.L.A.S.S., nor any employee, agent nor representative of the C.L.A.S.S. who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this Agreement.

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

**C.L.A.S.S. OF PALM BEACH
COUNTY, INC.**

**THE SCHOOL BOARD OF PALM
COUNTY, FLORIDA**

By: Frances Carter

By: _____
William G. Graham, Chairperson

Date: February 9, 2007

Date: _____

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

Date: February 9, 2007

Reviewed and Approved For Legal Sufficiency and Form

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

Date: 2-9-07