

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

This Second Amendment to Cooperative Agreement is hereby made a part of the Cooperative Agreement Between The School Board of Palm Beach County, Florida ("School Board") and C.L.A.S.S. of Palm Beach County, Inc. ("C.L.A.S.S.") executed on February 9, 2007 ("Agreement"). To the extent a conflict exists between any of the terms or conditions of the Agreement (including any attachments and exhibits thereto), the First Amendment executed on February 27, 2007, and any of the terms and conditions of this Second Amendment, this Second Amendment shall govern.

In consideration of the promises herein and other good and value consideration, the parties agree as follows:

1) Section I shall be amended to provide that the term of the Agreement shall be from February 5, 2007 through July 27, 2007.

2) Section II(2) shall be amended to add the following language:

"In addition to all funding provided pursuant to the Agreement and the First Amendment to the Agreement, the School Board agrees to provide funding for ten (10) teachers at \$20.44 per hour, for a total of \$39,700.00, for services performed from June 11, 2007 until July 27, 2007."

3) Section II(3) shall be deleted and following provision substituted in its place:

"The School Board agrees to provide in-kind space at the Delray Full Service Center site on such days that the ten (10) teachers provide services from June 11, 2007 until July 27, 2007 for the C.L.A.S.S. Summer Tutorial Program."

4) Section III shall be amended to add the following language:

"From June 11, 2007 until July 27, 2007, C.L.A.S.S. agrees to:

- 1) Provide ten (10) teachers for the C.L.A.S.S. Summer Tutorial Program who will perform the following tasks:
 - a) Assist Participating Students with the development and maintenance of academic skills;
 - 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 by July 27, 2007, 100% of the Participating Students in the C.L.A.S.S. Summer Tutorial Program will score at least 75% on a C.L.A.S.S. developed pre/post assessment in vocabulary, reading and mathematics.
- 3) Permit access to the C.L.A.S.S. Summer Tutorial Program to any requesting student.
- 4) Provide all Participating Students with:
 - a) Daily FCAT reading, writing, and math skills development sessions;

- b) Remedial skills enhancement based on the needs of each of the Participating Students;
- c) Daily social and cultural exposure opportunities (i.e. guest speakers, field trips, etc.), at no additional cost to the School Board; and
- d) Daily nutritional snacks at no additional costs to the School Board.

5) The Agreement shall be amended to add the following provision as Section XI.

“XI. **SUCCESS:** The School Board shall assess and evaluate the success of the Summer Tutorial Program by reviewing and analyzing the Participating Students’ FCAT scores and pre/post tests.”

6) The Agreement shall be amended to add the following provision as Section XII.

“XII. **INDEMNIFICATION:** C.L.A.S.S. 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, its 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 C.L.A.S.S., or anyone directly or indirectly employed by them. The indemnification obligation hereunder shall not be limited to any limitation in the amount, type of damages, compensation of benefits payable by or for C.L.A.S.S. under Workers’ Compensation acts; disability 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 C.L.A.S.S. C.L.A.S.S. 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.

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

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

By: James Carter

Date: June 14, 2007

THE SCHOOL BOARD OF PALM COUNTY, FLORIDA

By: _____

William G. Graham, Chairperson

Date: _____

By: _____

Arthur C. Johnson, Ph.D., Superintendent

Date: _____

Reviewed and Approved For Legal Sufficiency and Form

By: Kathy [Signature] 6-14-07