

**INTERAGENCY AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
AND  
UNITED WAY OF PALM BEACH COUNTY, INC.**

This Interagency Agreement (“this Agreement”) dated this 25th day of January, 2007, is made by and between The School Board of Palm Beach County, Florida, hereinafter referred to as the “Board,” and the United Way of Palm Beach County, Inc., hereinafter referred to as the “Agency.” Board and Agency hereafter will be referred to collectively as the “Parties.”

**WHEREAS**, the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) encourages interagency collaboration in providing services to students with disabilities.

**WHEREAS**, the Parties hereto desire to enter into this Interagency Agreement to collaborate on activities relative to the transition services of students eligible under IDEA, to reach appropriate measurable postsecondary goals.

**WHEREAS**, the Parties believe in facilitating seamless transition services for students with disabilities by providing up to date information regarding agencies and services available after high school, so that students with disabilities and their families can utilize such services.

**WHEREAS**, the Parties desire to improve transition services and increase the numbers of students with disabilities who achieve their desired postsecondary outcomes.

**WHEREAS**, the Parties desire to facilitate the improvement of interagency collaboration in transition planning for students with disabilities registered in Palm Beach County Schools between the ages of 14 through 22 by co-funding a staff position for the Palm Beach Council on Transition Youth (“Council”).

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants herein, the Parties hereby agree as follows:

**A. TERM:** The Parties agree that the term of this Agreement will run from January 25, 2007 to June 30, 2008, contingent upon the Board’s receipt of adequate federal funding, to be reviewed each March during the term of this Agreement.

**B. FACILITATION:** The Parties agree that such funds shall be applied to the salary of the facilitator for the Council (the “Facilitator”), who shall:

1. Collaborate with the Board, its employees, and the Agency, in an effort to expand county-wide career preparation programs designed to increase opportunities for meaningful and relevant experiences for students with disabilities and to assist the students in developing their career plans;

2. Collaborate with the Board, its employees, and the Agency to provide training to students, teachers, families and counselors in order to enable them to assist in formulating self-determination strategies and programs for students with disabilities;
3. Develop and maintain strong community partnerships, inclusive of businesses and local government agencies, and others to implement career development programs and foster lifetime learning for students with disabilities; and
4. Increase partnerships within the community in order to improve employment and career experiences for all students with disabilities.

**C. THE BOARD AGREES TO:**

1. Pay half the salary of the Facilitator and related administrative costs, not to exceed \$40,000 per year;
2. Collaborate with the Agency in the interviewing and hiring of a qualified individual to serve as Facilitator for the Council;
3. Collaborate with the Agency in the periodic evaluation of the Facilitator; and
4. Participate in the Council to ensure that the Facilitator meets the Parties' expectations for performance.

**D. THE AGENCY AGREES TO:**

1. Document the Council's goals and objectives and ensure that a cooperative arrangement exists between the Council and the School District Transition Specialists, by attending meetings, staff development opportunities, and required state trainings;
2. Properly screen and hire qualified staff in accordance with guidelines established by the Board;
3. Allow the Board to participate in the interview, selection and annual performance review of the Council's Facilitator;
4. Provide office space and all necessary furniture, supplies, and equipment for the Council's Facilitator to complete job responsibilities;
5. Provide benefits to the Facilitator in accordance with Agency's general procedures and policies;
6. Provide the Board with a monthly update regarding the Facilitator's job performance;

7. Collaborate with the Board to produce updates on the Facilitator's progress towards goals set by the Council;
8. Ensure proper insurance has been obtained and/or provided to the Facilitator, which may include, but not be limited to Worker's Compensation and Comprehensive General Liability.
9. Indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged 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 Agency, or its subcontractor, or anyone directly or indirectly employed by it, or of anyone for whose acts it may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Agency in the performance of the work; or liens, claims or actions made by the Agency or any subcontractor 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 Agency, of any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Board to enforce this Agreement shall be borne by the Agency. The Agency recognizes the broad nature of this indemnification and hold harmless provision, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS and other good and valuable consideration provided by the Board in support of this indemnification in accordance with the laws of the State of Florida, this article will survive the termination of the Agreement.

**E. GOVERNING LAW AND VENUE:** This Agreement shall be construed 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.

**F. COMPLIANCE WITH LAWS:** The Agency shall comply with applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1974, Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004. By signing this Agreement, the Agency acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all state and federal laws relating to the confidentiality of student records.

**G. SEVERABILITY:** In the event that any part, term of provision of this Agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws, the validity of the remaining portions and provisions shall not be affected, and the rights and obligation of the party shall be construed and enforced as if this Agreement did not contain a particular part, term or provision held to be so invalid.

**H. AMENDMENT:** This Agreement shall be amended or modified only in writing and executed by both Parties.

**I. TERMINATION:** This Agreement may be terminated by either party upon written notice of thirty (30) days. If either party terminates for convenience herein it shall not be liable for breach of contract, lost profits or other such damages whether consequential or inconsequential. The thirty (30) day notice does not require the Board to pay the per diem rate for those days in which the student is not present and attending the program.

**J. ASSIGNMENT:** This Agreement shall not be assigned without the prior written consent of the non-assigning party.

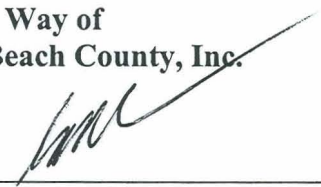
**K. BACKGROUND SCREENINGS:** The Agency agrees that any employee involved in the program will have been screened in accordance with the Agency's background check policy, a copy of which is attached hereto as Exhibit A and made a part hereof by this reference.

**L. WAIVER:** Waiver of any right or remedy under this Agreement must be in writing. Waiver of one provision does not implicitly waive any other provision. Failure, neglect or delay by a party to enforce its rights or remedies at any time, will not be construed or be deemed to be a waiver and will not affect the validity of any part of this Agreement. Waiver of any provision herein shall not preclude a party from enforcing the provision on future occasions.

**M. AMBIGUITIES:** The Parties agree and acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibit thereto.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day of the year first herein above set forth. This Agreement shall cover the period from January 25, 2007 through June 30, 2008.

**United Way of  
Palm Beach County, Inc.**

  
\_\_\_\_\_  
Scott B. Badesch,  
President & CEO, Board of Directors

\_\_\_\_\_  
Date

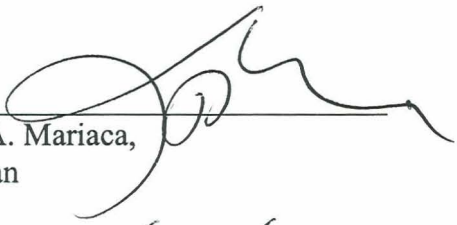
12/12/06

**The School Board of  
Palm Beach County, Florida**

\_\_\_\_\_  
Bill Graham,  
Chairman

\_\_\_\_\_  
Date

Sergio A. Mariaca,  
Chairman



Date

12/13/2006

Arthur C. Johnson, Ph.D.,  
Superintendent


Date

Reviewed and Approved as  
to Legal Form and Sufficiency

By Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed and Approved as  
To Legal Form and Sufficiency

By Attorney:  \_\_\_\_\_

Date 12-14-06