

**INTERAGENCY AGREEMENT BETWEEN
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF FLORIDA'S FIRST COAST,
INC.
(TAKE STOCK IN CHILDREN PROGRAM)
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

This agreement is made and is effective as of the 16th day of July, 2009 by and between the School Board of Clay County, Florida (SBCC) and The Young Men's Christian Association of Florida's First Coast, Inc. (YMCA) as servicing agent for Take Stock in Children (TSIC).

WITNESSETH:

WHEREAS, YMCA and SBCC have worked in a cooperative partnership to address the needs of at-risk students participating in the Take Stock in Children program (TSIC); a program that has been provided in the Clay County Public Schools since 1996; and

WHEREAS, YMCA and SBCC are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children who are already at risk of dropping out of school or involved in the Juvenile Justice system; and

WHEREAS, YMCA and SBCC desire a maximum degree of long range cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, YMCA and SBCC are committed to improving services to children through the sharing of information, eliminating duplication of services, and coordinating efforts; and

WHEREAS, YMCA and SBCC mutually agree that sharing resources, where feasible, may result in improved coordination; and

WHEREAS, it is the understanding of YMCA and SBCC that certain roles in serving children and youth are required by law, and that these laws shall serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, YMCA and SBCC mutually agree that all obligations stated or implied in this agreement shall be governed by and construed in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the following agreements, the parties do hereby covenant and agree to the following:

EACH OF THE PARTIES AGREES TO:

1. Participate in interagency planning meetings, as appropriate.
2. Jointly plan; and/or provide information and access to training opportunities, when feasible.
3. Develop internal policies and cooperative procedures, as needed, to implement this element to the maximum extent possible.
4. Comply with S. 1002.22, 943.0525, 943.054, F.S.; 45, CFR part 205.50 and 42, CFR, Chapter 1, and other applicable rules and procedures which relate to records use, security, dissemination, and retention/destruction. Maintain confidentiality of information that is not otherwise exempt from S.119.071, F.S., as provided by law.

SBCC AGREES TO:

1. Share information with staff of YMCA whose responsibility is to coordinate the Take Stock in Children program (TSIC) regarding student achievement, behavioral and attendance history on only TSIC participants for the purpose of assessment and evaluation.
2. Provide office space and equipment such as telephone, office furniture, computer (if feasible), postage, and access to a copy machine and a fax machine for TSIC.

YMCA AGREES TO:

Provide staff to facilitate the TSIC program in Clay County.

Ensure that information disseminated carries an appropriate warning, regarding the liability, confidentiality and control of further dissemination.

Share information on SBCC TSIC participants and their status in all YMCA programs with the SBCC.

4. To comply with the requirements of the Jessica Lunsford Act by requiring that all YMCA personnel who come in contact with students, or who enter upon any SBCC school campus where students are present, are fingerprinted and have passed a Level II background check at no cost to the SBCC.
5. Indemnify and hold harmless SBCC for any claims resulting from negligent acts of YMCA or TSIC agents or employees.

This agreement shall be in effect August 1, 2009 - June 30, 2010. Either party may terminate this agreement, without cause, by providing thirty (30) days written notice.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by the consent of the parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all parties.

**THE YOUNG MEN’S CHRISTIAN
ASSOCIATION OF FLORIDA'S
FIRST COAST, INC.**

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Penelope D. Zuber
Executive Vice President
Chief Financial Officer
YMCA of Florida's First Coast, Inc

Chairman of School Board of Clay County,
Florida

DATE:_____

DATE: July 16, 2009_____