



**Memorandum of Understanding
Between
Fred Finch Youth Center
And
Mt. Diablo Unified School District**

This Agreement is made as of the 13th day of December 2011 by and between the Mt. Diablo Unified School District, hereafter known as the “District” and the Fred Finch Youth Center, hereafter known as the “Fred Finch,” with its principal place of business being 3800 Coolidge Avenue, Oakland, CA.

WHEREAS, the governing board of any school district is authorized to enter into agreements with institutions and nonprofit agencies.

WHEREAS, Fred Finch Youth Center is as an established nonprofit agency with a proven history of serving children and adolescents in residential facilities, mental health programs, and Bay Area schools.

WHEREAS, Fred Finch has participated in the delivery of mental health services and has been a collaborative partner with the District and Contra Costa County Mental Health for more than ten years.

NOW, therefore, in consideration of the mutual covenants and conditions contained in the Agreement, District and Fred Finch agree as follows:

GENERAL CONSIDERATIONS

If approved, Fred Finch will be authorized to provide prevention services at district schools at no cost to the district. Services provided by Fred Finch will help students and the school community to appreciate diversity and to understand and develop acceptance for Lesbian, Gay, Bi-Sexual, Transgender, Queer Questioning and Two Spirited (LGBTQQ2-S) students. Services will help to promote positive school climate, safe schools, and positive peer relationships. Fred Finch staff members receive extensive training and supervision to provide services and support for children and adolescents in school settings. Fred Finch staff members include trained counselors and licensed mental health clinicians who are hereafter be referred to as “Provider(s).” Provider(s) will be based at district school(s) upon mutual agreement between the District and Fred Finch. Fred Finch currently proposes to offer services at one District comprehensive middle school. Provider’s schedule will be mutually agreed upon by Fred Finch and District personnel. Each Provider will deliver competent and developmentally appropriate prevention services for students in small groups who meet weekly. Students will have the opportunity to dialogue with trained and knowledgeable providers and with peers. The services to be provided are designed to include group information about the experience of LGBTQQ2-S students. Participation will involve students from a cross section of the student body, including students who do not identify as LGBTQQ2-S. With parent permission, Provider(s) may provide

child counseling, family therapy, and case management services if indicated and approved by provider's supervisor and the principal or principal's designee. Parent or legal guardian written permission must be obtained prior to any student participation in services. Parent or legal guardian written permission will be requested by Provider(s) to exchange information with and provide written summaries to, District personnel for each student for whom students are provided. Provider(s) will request permission to exchange information with District personnel prior to offering services and furnish a copy of this permission to the principal or principal's designee. If the provider encounters concerns about students that need to be addressed by school personnel, provider(s) will communicate with the school principal or principal's designee and the school's Coordinated Care Team. This communication will serve to coordinate intervention plans, prevent duplication of services, and consider referrals to school-based resources, school district programs and interventions and/or community resources. Fred Finch will ensure effective delivery of services and any needed follow up communication with District and school personnel.

The Provider and his/her supervisor are responsible for ensuring that the extent, kind and quality of services performed by the Provider will be consistent with the Provider's training, education, and experience and must meet District expectations and standards relative to the extent, quality, and kind of services provided. The District reserves the right to monitor and direct Provider services to ensure efficient use of resources and performance to District satisfaction. Should concerns arise about the Provider or services provided, District may counsel the Provider and consult with his or her supervisor regarding the extent, kind, quality and delivery methods of services. The District may, within its sole discretion, release the Provider from the Provider assignment at any time during the school year.

In collaboration with the Contra Costa LGBTQ Youth Advocacy Collaborative , the provision of Fred Finch services are funded by provided by a mini-grant from the Mental Health Services Act administered by Rainbow Community Center (RCC). Fred Finch Youth Center grant was approved for the following activities: Fred Finch will use this grant to achieve the following goals: provide universal access to services; engage families in a meaningful way; increase awareness of issues of diversity; decrease micro-aggressions; support a positive school climate. Fred Finch will use the following activities to accomplish above goals. The projected timeline for this mini-grant is Oct. 2011 through March 2012: Fred Finch will lead a "Poster Project": The objectives of this project are:

- To promote acceptance of diversity.
- To increase positive school climate.
- To develop group cohesion and promote community within LGBTQQ-2S youth and allies.

The Poster Project will be a facilitated four-week project to create and develop materials, such as posters, which promote acceptance and awareness around LGBTQQ2-S youth. Any materials to be posted at the school site will receive prior approval by the principal, his/her supervisor, and the Superintendent or superintendent's designee. Provider(s) may, upon teacher and principal's mutual agreement, incorporate this project into existing classroom curriculum, such as PE or classes focused on health. Students will participate in group meetings and informational sessions once a week for four weeks. Additional time may be utilize during lunch periods to finalize and, with the approval described above, place completed projects around campus. Fred Finch will

also lead a “Family Drama” group; a ten week family education group series addressing the complex issues and dynamics arising within families with LGBTIQQ2-S youth.

The Objectives of the Family Drama Group are:

- To create a safe space to talk about feelings, experiences, questions.
- To develop positive communication skills
- To experience and build on positive interactions
- To increase awareness and acceptance of differences and similarities.

Each week, for a total of three hours, students and parents or legal guardians will meet after school hours to discuss matters related to LGBTIQQ2-S youth. Approval by the principal for the use of space must be obtained and supervision at the school facility arranged ahead of time. One component of the program will include a family dinner supporting and modeling positive family acceptance, breakout groups for parents/guardians and one for youth, and a closing activity. Fred Finch will cover all related expenses. This project is intended to build from the youth project mentioned above and staff trainings provided by Gender Spectrum, through the collaborative) and will begin after completion of these activities; groups will be provided once per week, after school hours. Participation will be completely voluntary. This is an opportunity to extend access to information and increase access to services and support for families. Fred Finch ensures that qualified therapists will provide services on school campus. Fred Finch has language capacity to provide services in Spanish if needed. This project will be supervised by the Fred Finch Program Director of Outpatient School based Services.

Parent or legal guardian written permission must be obtained prior to any services being provided. Provider(s) will request written permission to exchange information with District personnel prior to offering services and furnish a copy of this permission to the principal or principal’s designee. Providers will communicate with the school principal or principal’s designee and the school’s Coordinated Care Team. This communication will serve to coordinate intervention plans, prevent duplication of services, and consider referrals to school-based resources, school district programs and interventions and/or community resources.

Fred Finch is responsible for ensuring that the extent, kind and quality of services performed by Provider(s) will be consistent with each Provider’s training, education, and experience and must meet District expectations and standards relative to the extent, quality, and kind of services provided. The District reserves the right to monitor and direct Provider services to ensure efficient use of resources and performance to District satisfaction. Should concerns arise about the Provider or services provided, District may counsel the Provider and consult with his or her supervisor regarding the extent, kind, quality and delivery methods of services. The District may, within its sole discretion, release the Provider from the Provider assignment at any time during the school year.

CRIMINAL RECORDS CHECK / TUBERCULOSIS TESTING

All Providers shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Provider shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Each Provider must show evidence of negative

tuberculosis (TB) test within the past six (6) months before having contact with District students or families. Fred Finch or Provider is responsible for all costs related to TB testing.

RELATIONSHIP OF THE PARTIES

The Fred Finch enters into this Agreement as, and shall continue to be, an independent agency. Under no circumstance shall the Provider or Supervisor be considered an employee of The District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the Provider or his/her supervisor look to the District as an employer. Provider and Supervisor shall not be entitled to any benefits accorded to District employees, including, without limitation, workers' compensation, disability insurance, vacation or sick pay. Provider(s) receive no salary or benefits based on the District's current policies. In consideration of Provider status, the Provider should not be assigned extraordinary duties or committee responsibilities. Fred Finch agrees that Providers may not displace District employees in any function or capacity.

TERM

This Agreement will become effective on December 13th, 2011 and will be in effect for five years. This implies no obligation that Fred Finch will provide services in future school years, but authorizes this partnership to continue based upon mutual agreement. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party if no cure is effective. Termination shall be effective immediately on receipt of said notice.

CONFIDENTIALITY

Providers and Fred Finch staff and supervisors will comply with confidentiality law and District policy as it pertains to securing, orally sharing, copying or recording confidential information and records for any individuals and families about whom information is obtained. Providers will restrict requests for access to District and other agencies' confidential information and records; and limit sharing of confidential information to those authorized to formulate and implement a case specific service plan as specified in WIC 1989.40 and WIC 1898.45. During the performance of assigned duties, Providers will have access to confidential information required for effective service coordination and delivery. Fred Finch agrees that all discussions, records, and information generated or maintained in connection with these activities will not be disclosed to any unauthorized person. Fred Finch acknowledges that the unauthorized release of confidential information is not only a breach of this agreement, but also may result in civil/criminal liability and penalties (i.e. \$10,000), court costs, and reasonable attorney fees to be paid by Fred Finch.

Provider(s) and Fred Finch shall hold in confidence District's proprietary and confidential personnel information or any such information from District's attendees, customers or agents, which providers obtain in the performance of this Agreement. This provision applies whether the information is obtained by oral or written means, either intentionally or inadvertently disclosed, and includes but is not limited to information regarding any District employees,

projects, files or ideas. Provider(s) are prohibited from removing or disclosing any confidential information from the District's premises, unless Provider(s) receives prior written approval from the District. Written parental/caregiver permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor when groups of minors are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18. Upon opening each case, Provider(s) shall request parent / legal guardian permission to exchange information and provide written summaries to coordinate services. With permission, Provider(s) shall provide District staff members with a written summary of services provided and recommendations for future services. In accordance with State and Federal law, parent/legal guardian written permission must be obtained to exchange information with District staff.

INDEMNIFICATION

Fred Finch shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney's fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless Fred Finch Clinic officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorney's fees and costs, that Fred Finch may incur or suffer and that arise, result from, or are related to any breach or failure of Provider to perform any of the representations, warranties, and agreements contained in this Agreement.

CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

RULES AND REGULATIONS

All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by the Provider pursuant to this Agreement.

AFFIRMATIVE ACTION / NON-DISCRIMINATION

Fred Finch shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry, or national origin.

NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent

by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

ENTIRE AGREEMENT OF PARTIES

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

CONTRACT MANAGEMENT

The Fred Finch representative for all contractual matters concerning this Agreement shall be:

(please print) _____

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement on the date and year first above written.

Fred Finch Youth Center

Printed Name

Title

Authorized Signature

Date

Mt. Diablo Unified School District

Printed Name

Title

Authorized Signature

Date

Presented to Mt. Diablo School Board of Education on: (Date): _____

Approved _____ YES _____ No

Each party will sign two original documents so that each party may have a complete document with original signatures.

Appendix A: Provider Responsibilities

- Provider(s) are hereby authorized to provide the services described at District school(s).
- Providers will provide services at no cost to the District.
- Provider(s) will: Learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- Provider(s) will: Learn the school profile, background of student population, and student needs.
- Fred Finch supervisor will: Give provider an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- Provider(s) will become familiar with school and community-based programs and resources for students and families.
- Fred Finch will consult with the Principal and will inform him or her of any proposed changes to the Provider's program, or proposed preparations, schedule, or status within Fred Finch CBT Clinic before implementation thereof.
- Parent Permission is required to participate in any program or services provided by Fred Finch. Parent(s) or legal guardian will be fully informed about the content of the program in accordance with the practice of informed consent.
- Student participation programs and services is completely voluntary. A student or parent may elect to discontinue participation in the program at any time by communicating this verbally or in writing to the Provider of any school staff member.

- Provider will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider will work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- Provider(s) will maintain timely and accurate records.
- Provider(s) will fully complete a daily summary form and turn in to principal or principal's designee each day that he/she is at the school site. This will serve as one tool for communication with the school administration.
- Provider will follow professional and ethical guidelines, District guidelines, and State and Federal law. Provider(s) will maintain student and family confidentiality.
- The type of counseling services provided will be proposed based on the reason for referral and the determination of the providers with his or her school site administrator liaison and Fred Finch supervisor.
- Provider(s): may help students to develop skills in the following areas: anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- Provider(s) will: Demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider(s) will, when indicated, work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054
- When appropriate, Provider(s) will: make referrals to the school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When appropriate, Provider(s) will: Assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through established school Coordinated Care Teams.
- In the event that an urgent or emergency circumstance is encountered by a Provider(s), (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) he/she will immediately directly contact the principal of the school. Provider(s) will also contact his/her a school site administrator and his/her supervisor.
- Provider(s) will: Obtain written permission to provide services for any and all student's served.
- Provider(s) will: Request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- Provider(s) or Fred Finch staff will: Provide a written end-of-services summary, including service-related data, and an end-of-year written summary and turn in to principal or principal's designee no later than July 15th at the end of each school year.

END

