

Board Office Use: Legislative File Info.	
File ID Number	12-0494
Introduction Date	3/14/12
Enactment Number	12-0866
Enactment Date	3-14-12 <i>BJ</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education
 From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 3-14-12
 (To be completed by Procurement)

Subject Professional Services Contract -
Fred Finch Youth Center Oakland CA (contractor, City State)
922/Family, Schools & Community Partnership (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Fred Finch Youth Center. Services to be primarily provided to 922/Family, Schools & Community Partnership for the period of 01/03/2012 through 06/30/2012.

Background Contractor will provide mental health screening and assessment; crisis intervention services; individual, family and group counseling, training and consultation for school staff, parent outreach, case management and referral services to uninsured student and families.
A one paragraph explanation of why the consultant's services are needed.

Discussion Ratification by the Board of Education of Professional Services Contract between the Oakland Unified School District and Fred Finch Youth Center, Oakland, CA for the latter to provide 700 hours of early intervention and treatment services for at-risk students including mental health assessment and diagnosis; crisis intervention; individual, family and group counseling, training and consultation for school staff, family case management, and linkages to community mental health services under the Master Agreement with Alameda County Health Care Services Agency for the period of January 3, 2012 through June 30, 2012 in an amount not to exceed \$35,000.00.
One paragraph summary of the scope of work.

Recommendation Ratification of professional services contract between Oakland Unified School District and Fred Finch Youth Center. Services to be primarily provided to 922/Family, Schools & Community Partnership for the period of 01/03/2012 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Atlantic Philanthropies not to exceed \$ 35,000.00

- Attachments
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

This Agreement is entered into between the Oakland Unified School District (OUSD) and Fred Finch Youth Center (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 01/03/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed THIRTY FIVE THOUSAND Dollars (\$ 35,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ 0.00.
- 6. CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7. Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Andrea Bustamante
Site /Dept.: 922/Family, Schools & Community Partnership
Address: 495 Jones Avenue
Oakland, CA 94603
Phone: 639-3336

CONTRACTOR:

Name: Kathie Jacobson
Title: Interim President & CEO
Address: 3800 Coolidge Avenue
Oakland CA 94602
Phone: (510) 482-2244

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.
9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/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.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 01/03/2012 Work shall be completed by: 06/30/2012 Total Fee: \$ 35,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

2-20-2012
 Date

 Date

CONTRACTOR

Kathie Jacobson
 Contractor Signature
1/31/12
 Date

 Kathie Jacobson Interim President & CEO
 Print Name, Title

Certified:

Edgar Rakestraw, Jr. 3/15/12
 Edgar Rakestraw, Jr., Secretary
 Board of Education

LEGISLATIVE FILE

File ID Number 12-0494
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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of Professional Services Contract between the Oakland Unified School District and Fred Finch Youth Center, Oakland, CA for the latter to provide 700 hours of early intervention and treatment services for at-risk students including mental health assessment and diagnosis; crisis intervention; individual, family and group counseling, training and consultation for school staff, family case management, and linkages to community mental health services under the Master Agreement with Alameda County Health Care Services Agency for the period of January 3, 2012 through June 30,2012 in an amount not to exceed \$35,000.00.

SCOPE OF WORK

Fred Finch Youth Center will provide a maximum of 700.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$35,000.00. Services are anticipated to begin on 01/03/2012 and end on 06/30/2012.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

Contractor will provide mental health screening and assessment;crisis intervention services;individual, family and group counseling, training and consultation for school staff, parent outreach, case management and referral services to uninsured students and families.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Contractor will provide mental health screening and assessment;crisis intervention services;individual, family and group counseling, training and consultation for school staff, parent outreach, case management and referral services to uninsured students and families.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



**BOARD OF DIRECTORS
2011 – 2012**

Elisabeth Jewel
Aroner, Jewel & Ellis Partners

Brad Johnson
Community Volunteer

Lynette Seid
*Assistant Administrator – Finance
Kaiser Permanente – San Diego*

Mariana Torres
*ACBHCS – Criminal Justice Mental Health
Santa Rita Jail*

Richard J. Walter, Treasurer
Community Volunteer

Matt Williams
Investment Advisor

David McGrew, Chair
*Area Finance Officer
Kaiser Permanente – East Bay Area*

Honorable Gordon Baranco
*Superior Court of California - County of
Alameda*

Bishop Warner Brown, Jr.
*Resident Bishop
United Methodist Church*

Reverend Andrea E. Davidson
*Interim Pastor
Taylor Memorial United Methodist Church*

Kweli Gibson
Care Connections Elder Referral Service

Program Contacts

Visiting Therapist Program

Sandra Amador-Mora, MFT
Phone: (510) 482-2244 ext. 335
Email: sandraamadormora@fredfinch.org

In-Home Crisis Stabilization Program

Therapeutic Behavioral Services Program

Nita Prasad
Phone: (510) 482-2244 ext. 309
Email: nitaprassad@fredfinch.org

School –Based Mental Health/Our Kids Program

Melissa Cesario, MFT
Phone: (510) 485-5392
Email: melissacesario@fredfinch.org



Fred Finch Youth Center Mission Statement

Fred Finch Youth Center seeks to provide a continuum of high quality programs for the care and treatment of children, youth, young adults and their families, whose changing needs can best be met by a variety of mental health and social services. The goal is for clients to be professionally served in the least restrictive environment appropriate to their needs so that they may function at their highest potential.

For more information about other Fred Finch programs, please visit our website

www.fredfinch.org



A century of serving children

Community Mental Health Services

3800 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 482-2244
Fax: (510) 530-2047

Fred Finch Youth Center

Community Mental Health Services Division

Our community-based programs offer a variety of culturally competent services tailored to young people's individual strengths and responsive to their needs. These programs provide both long and short-term services predicated on flexibility, which are innovative by design. Services are aimed at maintaining children and youth in family homes, foster family homes or the lowest level of community placement possible.

Whether providing stable support for foster-care youth who frequently move from one home to another, or encouraging parents and other caregivers to become active partners in their children's care, or providing short-term therapeutic behavioral interventions aimed at reducing children's "high end" behaviors, our staff demonstrates the benefits of serving youth in their communities.

The following are programs available to children and youth who have full scope Medi-Cal eligibility in Alameda County:

The **Visiting Therapist Program** provides long term individual and family therapy to foster care and probation youth who may be experiencing barriers to office-based therapy (i.e. lack of transportation, disruption of previous treatment efforts and significant resistance to formal therapy setting). Services continue regardless of change in placement, providing clients with a stable, long lasting relationship.

The **In-Home Crisis Stabilization Program** provides short-term (up to 12 weeks) intensive family therapy the focus in on crisis intervention and stabilization of families and youth experiencing serious psychiatric difficulties. Services may include: brief family counseling, individual therapy, crisis intervention, case management, and psycho-educational training. The program provides 24/7 crisis response.

The **Therapeutic Behavioral Services (TBS) Program** offers individualized, one-to-one behavioral assistance and interventions. TBS is provided as an adjunct to existing mental health service in order to prevent high level placement (including hospitalization) or to help client step down to a lower-level placement.

The School-Based Mental Health/Our Kids Program was developed to prevent truancy and expulsion of vulnerable middle school children through the application of school site based mental health services. Services are provided in conjunction with a multi-disciplinary team that include administrators and educators at the school site as well as family members whenever possible. School sites include Bret Harte Hayward, Madison, Ochoa, Bret Harte Oakland and Edna Brewer Middle Schools as well as Brenkwitz High School.



3800 Coolidge Avenue ♦ Oakland, California 94602-3399 ♦ 510-482-2244 ♦ FAX: 510-842-0406

A century of serving children

Date: January 7, 2011

To: Barbara McClung, Oakland Unified School District

From: Sue Guy, Chief Human Resources Officer

Re: FFYC Fingerprinting and TB tests

This letter certifies that Fred Finch Youth Center conducts criminal background checks on all employees through the California Department of Justice and the California Department of Social Services Community Care Licensing Division, Caregiver Background Check Bureau prior to starting employment. Fred Finch Youth Center also requires all employees to have completed a TB test within the past year of their date of hire. If you have further questions please contact Maresha Wagner, HR Specialist at 510-485-5334.

BYLAWS OF THE FRED FINCH YOUTH CENTER

As Amended May 24, 2011

ARTICLE I

PRINCIPAL OFFICE

- I The Corporation's principal office is located at: 3800 Coolidge Ave, Oakland, California 94602-3399

ARTICLE II

OBJECTIVE AND PURPOSES

- II-1 In 1891, R. H. Bentley and others formed the Corporation to implement the provisions of a charitable trust established by Captain and Mrs. Duncan B. Finch. The land upon which the Corporation's facilities are situated was transferred for the purpose "of erecting, establishing and maintaining thereon an orphan's home under the management of the California-Nevada Annual Conference of the United Methodist Church."

Article II of the Articles of Incorporation, as amended in 1936 states that the purposes for which this Corporation is formed are:

- (a) To provide for and minister to the spiritual, educational, physical, social, and economic needs of orphans, half-orphans, abandoned, and/or dependent children.
- (b) To acquire, build, establish, hold, own, operate, maintain, and support religious institutions, schools, homes, clubs, recreation centers, hospitals, clinics, trade centers and generally all kinds of religious, educational, social, health, recreational, and commercial institutions and/or facilities that may reasonably assist in carrying out the general purposes of this Corporation."

In 1980, pursuant to the California Nonprofit Corporation Law, the Attorney General of California declared that the Corporation was a Nonprofit Public Benefit Corporation.

- II-2 Mission Statement

Fred Finch Youth Center seeks to provide a continuum of high-quality programs for the care and treatment of children, youth, young adults, and their families, whose changing needs can best be met by a variety of mental health and social services. The goal is to professionally serve clients in the least restrictive environment appropriate to their needs so that they may achieve their highest potential.

ARTICLE III

MEMBERSHIP

III-1 Classification

There shall be three (3) classifications of membership in the Corporation:
(1) Active; (2) Ex-Officio; (3) Advisory, with qualifications, rights and privileges as follows:

- (a) Active members shall consist of elected members of the Board of Directors or Board members appointed to fulfill the term of an elected member. The Board of Directors is empowered to prescribe terms and qualifications of such membership, provided that for the purpose of the organization under the Bylaws, the members of the existing Board of Directors shall be deemed active members.
- (b) Ex-officio members shall consist of the Resident Bishop of the California-Nevada Annual Conference of the United Methodist Church, the District Superintendent of the Bay View District of the Conference, and the Chairperson of the Health and Welfare Committee of the Board of Missions.
- (c) The Advisory Board shall support the Corporation in the delivery of its mission. The Advisory Board shall be comprised of concerned community leaders who are socially, politically, and financially prominent members of the community, who recognize the need to provide a nurturing environment to help these children become healthy, productive citizens, and who lend their name and advice to promote the welfare of troubled children.

The Advisory Board shall have no express decision-making power, nor shall it convene in any regular session with the regular Board of Directors. Individuals may, however, be called upon to advise the Board, Board committee, or staff, when appropriate. The members shall serve at the pleasure of the Board of Directors of Fred Finch Youth Center.

III-2 Voting Rights

Active and Ex-officio members shall be entitled to vote and otherwise participate in the management of the Corporation. Honorary and advisory members are without voting rights.

III-3 Termination

Active Board membership shall terminate in accordance with Article IV-1 and IV-2 of Article IV.

ARTICLE IV

BOARD OF DIRECTORS

IV-1 Election and Terms

The corporate powers of this Corporation, the Fred Finch Youth Center, a nonprofit incorporated under the laws of the State of California on September 30, 1891, are vested in the Board of Directors of up to fifteen (15) but in no event less than seven (7) elected members plus the ex-officio members - who shall serve without compensation and of whom one (1) elected member shall be a member in good standing of the United Methodist Church in the California-Nevada Annual Conference. To continue service, each new member must be confirmed at the next meeting the California-Nevada Annual conference of the United Methodist Church.

IV-2 Qualifications and Restrictions on Interested Persons as Members of the Board of Directors

It is the intent of the Corporation that the composition of the Board represents a diversity of technical skills, background, culture and experience to enable the Board to make informed well balanced decisions on the economic viability and social impact of its activities.

- (a) No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is:
- (1) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise; and
 - (2) any brother, sister, ancestor, descendant, spouse, significant other, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of such person.

However, any violation of the provisions of this Section IV-5 (b) shall not affect the validity or enforceability of any transaction entered into by the Corporation.

IV-3 Standard of Conduct

Each member of the Board of Directors of the Corporation shall perform his or her duties in good faith, in a manner he or she believes to be in the best interest of the Corporation, and with such care as is required by the Corporation (including making reasonable inquiry as an ordinarily prudent person in a like position would use under similar circumstances). In performing his/her duties each Board member may rely on

information, opinions, reports or statements, including financial statements and other financial data, as they are prepared or presented by individuals who the Board members believes to be reliable and competent in the matters presented.

IV-4. Self-Dealing Transactions Involving Members of the Board

Except as otherwise provided under applicable law and these bylaws, whenever a Board Member has a personal and material financial interest in any proposed transaction to which the Corporation is a party, he or she shall disclose the nature of the interest at the earliest opportunity before the Board discusses or acts on any part of the transaction. In such cases the interested Board Member may participate in any discussion of the proposed transaction (after disclosure of his or her interest), but may not vote on the matter. The Board shall not approve any proposed transaction in which a Board Member has a personal and material financial interest unless the facts required to make such approval valid under the California Nonprofit Public Benefit Corporation Law have been established.

IV-5 Vacancies

A vacancy occurring between Annual Meetings shall be deemed to exist in the Board of Directors when a member (a) fails confirmation, (b) fails to accept office within (30) days after formal notice of election, (c) dies, (d) resigns, or (e) fails to attend three (3) successive regular meetings of the Board of Directors without being excused by the Chair of the Board of Directors. A removal of a director from office for failure to attend three successive meetings shall require a confirming vote of at least 75% of the other elected or appointed officers then in office. A vacancy in Board membership shall be filled by the Board of Directors upon recommendation of the Board and Advisory Board Development Committee and the appointee shall hold office until the next annual election.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

V-1 General

The Board of Directors shall have all the power and authority that is now or may hereafter be vested by law in Boards of Directors of nonprofit corporations in the state of California and shall have the responsibility for the general direction, control, and management of the business of the Corporation, including the power to borrow money, with or without security, to purchase, rent, lease, sell, hypothecate, pledge, or otherwise acquire or dispose of the real or personal property of the Corporation; to accept and administer gifts, bequests and trusts; to make all contracts and agreements

and exercise all powers on behalf of said Corporation either necessary or convenient for its successful mission and operation. The Board may delegate the management of the activities of the Corporation to any person or persons or committee however composed, provided that the Corporation and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

V-2 Agents and Employees

The Board of Directors shall make provisions for a Chief Executive Officer, who, in turn, is empowered to hire all other employees and agents of the Corporation including department heads. It shall adopt standards, rules, and regulations consistent with the law, and these Bylaws, pertaining to compensation, hours of labor, vacation, sick leave, tenure and conduct, and general welfare of such officers, agents and employees.

ARTICLE VI

OFFICERS

VI-1 Designations

The officers of the Board shall be a Chairperson, a Vice-Chairperson, a Secretary and a Treasurer, each of whom shall be a Board Member. The Corporation may also have, at the Board's discretion, one or more Assistant Secretaries, one or more Assistant Treasurers and such officers as the Board may elect or appoint. Any number of offices may be held by the same person except that the Treasurer may not serve concurrently as the Chairperson.

VI-2 Elections

All officers shall be elected by the Board of Directors from among its elected members at the Annual Meeting of the Board of Directors of the Corporation and shall hold office for one (1) year from that date or until successors have been elected. In addition to the candidates for the office proposed by the Board and Advisory Board Development Committee, nominations may be made from the floor on the day of the election, provided the nominee is present or has consented.

ARTICLE VII

DUTIES OF THE OFFICERS

VII-1 Chairperson

The Chairperson shall preside at all meetings of the Corporation, the Board of Directors, and Executive Committee. He/she will have the power to appoint Board members and chairs to the standing or special committees, exclusive of the Board and Advisory Board Development Committee. He/she shall perform such other duties as the Board of Directors shall prescribe.

VII-2 Vice Chairpersons

The Vice Chairpersons, in the order named, shall perform the duties of the Chairperson in the absence of the Chairperson and shall perform other duties as assigned by the Chairperson.

VII-3 Secretary

The Secretary shall cause to be kept and maintained, at the Corporation's principle office or such other place as the Board may direct, minutes of all meetings, proceedings and actions of the Board and Board Committees. The minutes of the meetings shall include the time and place that the meeting was held, whether the meeting was annual, regular or special, and if special, how authorized, the notice given and the names of those present at Board and Committee meetings. The Secretary shall cause to be kept, at the principle office in California a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall cause to be given notice of all meetings of the Board and Committees of the Board required by these Bylaws to be given.

VII-4 Treasurer

The Treasurer shall be the Director with primary responsibility for the Corporation's finances and shall cause to be kept and maintained adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall cause to be given to the Board Members such financial statements and reports as required to be given by laws, by these Bylaws or by the Board. The books of account shall be open to inspection by any Board Member at all reasonable times. The Treasurer shall cause to be deposited all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall cause the disbursement the Corporation's funds as the Board may order, shall cause to be rendered to the President and Chief Executive Officer, Chairperson of the Board, when requested, an account of all transactions as the Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as the Board or Bylaws may prescribe.

ARTICLE VIII

CHIEF EXECUTIVE OFFICER

VIII-1 Duties and Responsibilities

The Chief Executive Officer is employed by the Board of Directors and shall be the chief administrator and shall also be referred to as the President of the Corporation. The Chief Executive Officer shall be directly accountable to the Board of Directors and has the responsibility to develop and administer all program and other activities of the agency in accordance with its stated purpose and within the general policies, rules, and regulations prescribed by the Board of Directors.

VIII-3

Selection

The position of Chief Executive Officer shall be filled by the Board of Directors upon recommendation of the Search Committee. The Search Committee shall consist of those individuals appointed by the Chair of the Board.

ARTICLE IX

IX-1

Committees

- (a) Except as otherwise provided by these Bylaws, the Board may, by resolution or resolutions passed by a majority of the Directors then in office, appoint executive or standing committees, for any purpose defined by these bylaws or determined by the Board. Such committees shall consist of two (2) or more Board Members and shall serve at the pleasure of the Board. Non-Board Members may be appointed to serve on Board committees. Subject to the provisions in the Articles of Incorporation, these Bylaws and applicable law, the Board may delegate to such committees any of the power and authority of the Board, provided that the activities of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.
- (b) Unless otherwise provided in these Bylaws, the Board or if the Board does not act, the committee shall establish rules and regulations for meetings and shall meet at such times as are deemed necessary, provided that the provisions of these bylaws shall be applicable to all committee meetings. Committees shall keep regular minutes of proceedings and report the same to the Board from time to time as the Board may require.
- (c) Resignation
Any member of a committee may resign at any time by giving written notice to the Chairperson, the Vice-Chairperson, the Secretary or the Treasurer of the Corporation. Such resignation, which may or may not be made contingent on formal acceptance, takes effect on the date of receipt or at any later time specified therein.
- (d) Vacancies

Vacancies on any committee may be filled for the unexpired portion of the term by the Board.

(e) Removal of Committee Members

Any committee member may be removed at any time, with or without cause, by the majority vote of the Board.

(f) Quorum

A majority of the members of a committee present at any meeting of the committee shall constitute a quorum. Any transaction of a committee shall require the vote of a quorum. Except as otherwise provided in these bylaws, each member of a committee, including the person presiding at the meeting shall be entitled to one (1) vote.

EXECUTIVE COMMITTEE

IX-1 Organization

The Executive Committee shall consist of the elected officers. The Executive Committee shall consist of the elected officers, and the immediate past Chairperson of the Board if that person remains an active Board member.

IX-2 Duties

The Executive Committee shall carry out and administer the policies of the Board of Directors, and subject to such direction, perform the duties of the Board in emergency situations when a quorum of the Board cannot be met. The Executive Committee shall make recommendations to the Board of Directors concerning essential corporate policies in the absence of recommendations from the appropriate standing committees. All proposals for the exercise of the powers vested in the Board of Directors by the Article of Incorporation, these Bylaws, or the laws of the state of California shall be reported by the Executive Committee to the Board of Directors for action.

IX-3 Evaluation and Compensation for the Chief Executive Officer

The Executive Committee shall evaluate the performance of, and recommend a compensation package for the CEO of the Corporation.

ARTICLE X

BOARD AND ADVISORY BOARD DEVELOPMENT COMMITTEE

X-1 Organization

This committee shall consist of at least three Board members, elected at the Annual Meeting of the Corporation to serve for one year. This committee shall elect a chairperson at its first meeting and it shall meet in executive session only.

X-2 Duties

This committee shall be responsible within the provisions of these Bylaws for developing criteria for selection of Board and Advisory Board members; for analyzing current Board and Advisory Board memberships to determine what new elements are needed to complement and strengthen it; to search for and present new nominees; and to select and place upon the ballot candidates for each elective office whose consent has been obtained. A written proposed slate of officers shall be circulated to members of the Board of Directors not later than one month prior to the Annual Meeting of the Corporation. It shall be responsible for planning and carrying out an orientation program for the new Board members and for assisting the Chief Executive Officer in the preparation and maintenance of the Board Member Manual.

ARTICLE XI

STANDING COMMITTEES

XI-1 Organization

The following standing committees shall be appointed annually by the Chairperson:

- a. Service and Chaplaincy Committee
- b. Finance/Property Committee
- c. Fund Development Committee
- d. Audit Committee

Each committee, consisting of at least two (2) members of the Board of Directors, shall serve for one (1) year. The committee chairperson shall be designated by the Board Chairperson and shall be responsible for reporting the work and recommendations of the committees to the Board of Directors. The committee chairperson is also encouraged to seek additional committee members from the community at large.

Special or select committees may be established by the Board of Directors from time to time. The Chairperson shall have the authority to change or continue the structure of all of these committees, consistent with these Bylaws.

Dutiesa. Service and Chaplaincy Committee

The Service committee shall review the services rendered by the agency. The committee studies, formulates, evaluates, and recommends changes and additions to the program and service policies in order to meet the needs of the client and the community.

b. Finance and Property Committee

The Finance and Property Committee assists the Board discharge its responsibilities relating to financial reporting, budget, corporate controls and real property acquisition, management and disposal. It provides advice and recommendations to management staff and the Board in finance and property areas

c. Fund Development Committee

This committee shall be responsible for establishing, promoting, and reviewing a program to raise funds for the support of the Corporation through current and deferred gifts. The activities, operations, and expenditures of this committee shall conform to policies, guidelines, authorities, and limitations approved for it by the Board of Directors.

The committee, in concert with the finance committee, shall report its work and the status related to endowment(s) to the Board of Directors in a timely manner, but no less than once a year.

c. Audit Committee

The Audit committee will consist of five (5) members of whom at least three (3) will be members of the Board of Directors and no more than two (2) will be concurrent members of the Finance Committee. The Committee will approved the external auditing firm to be used by the corporation; review the findings of the external auditors; review the compensation package proposed by the Executive Committee for the Chief Executive Officer and comment on its relationship to compensation for comparable positions; review the Chief Executive Officer's proposed compensation package for the Chief Financial Officer and comment on its relationship to compensation for comparable positions if the Chief Executive Officer sets the compensation through a process significantly different from the process used to set compensation for other executive level staff.

ARTICLE XII

MEETINGS

XII-1 Annual Meeting

The Annual Meeting of the Corporation shall be held during the month of March. Notice of time, place, and agenda of the meetings shall be given at least ten (10) days prior to the date of the meeting.

XII-2 Regular Meeting

Regular meetings of the Board of Directors shall be held at least six times a year. Notice of time, place, and agenda of the meetings shall be given at least ten (10) days prior to the date of the meeting. The first order of the meeting shall be to accept or amend the agenda.

XII-3 Special Meeting

Special meetings of the Board of Directors may be called by the Chairperson, or any three (3) Board Members. Notice of the time and place and agenda of a special meeting shall be given to each Director at least 48 hours prior to the meeting.

The first order of business shall be to adopt an agenda.

XII-4 Executive Committee Meetings

The Executive Committee shall meet upon the call of the Chairperson. A majority of the Executive Committee shall constitute a quorum at a called meeting.

XII-5 Manner of Giving Notice

Notice of any meeting of the Board of Directors, Executive Committee or Special Meeting shall be delivered to the Directors at their respective addresses as shown on the records of the Corporation

- (1) By personal delivery;
- (2) By first-class mail, postage prepaid; or
- (3) By telephone communication, including a voice message system or other system or technology designed to record and communicate messages, telegraph, facsimile transmission, electronic mail, or other electronic means, either directly to the Director or to a person who

would reasonably be expected to communicate such notice promptly to the Director.

XII-6 Waiver of Notice by Attendance

Attendance by a person at a meeting shall constitute a waiver of notice of that meeting, except when that person objects at the beginning of that meeting to the transaction of any business due to the inadequacy or the illegality of the notice. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting, if that objection is expressly made at the meeting.

XII-7 Quorum

Except as herein otherwise provided, a simple half of the elected voting Board membership, excluding ex officio members, shall constitute a quorum. This provision in no way limits ex officio members' voting privileges.

XII-8 Place of Meetings

All meetings of the Board shall be held at the principle office of the Corporation or at such other place within the State of California as designated by the Board.

VII-9. Meetings by Telephone

Any meeting, regular or special, may be held by conference telephone or other communications equipment permitted by the law, as long as all Board Members participating in the meeting can communicate with one another, and all other requirements of the law are satisfied. All such Board Members shall be deemed to be present at such meeting.

VII-10 Action Without Meeting

An action required or permitted to be taken by the Board may be taken without a meeting if each and every Board Member consents in writing to that action. The written consent or consents shall be filed with the Board's minutes and shall be affective on the date the last consent is given.

ARTICLE XIII

MISCELLANEOUS

XIII-1 Abandonment

In the event that further operation of the Corporation for general purposes for which it has been designed and used, should be deemed to be no longer feasible or desirable in the judgment of the Board of Directors, such operation shall thereupon cease, the property declared abandoned and the title to all property of the Corporation, both real and personal, shall then be transferred to and vested in the California-Nevada Annual Conference of the United Methodist Church, or its legal successor, after the payment of all just claims and obligations of the Corporation. Furthermore, in the event of such termination of the operation and abandonment of the property of the Corporation, with resulting transfer of title as herein above provided, all property, both real and personal, which the Corporation or its Board of Directors may have there-to-fore held as restricted funds shall be transferred to and be vested in the California-Nevada Annual Conference of the United Methodist Church, its legal successor, for the uses and purposes set forth in the instruments which originally created such restricted funds or trusts.

XIII-2 Seal

The Corporation shall have a seal, circular in shape, containing the following description, namely: "Fred Finch Youth Center, September 30, 1891".

XIII-3 Reports

The Chief Executive Officer shall make a report at each meeting of the Board of Directors in such form and detail as the Board of Directors may direct.

Insofar as possible, brief summaries of standing committees shall be distributed in printed form with the call to the meeting. Action recommendations shall be noted on the agenda.

XIII-4 Voting

Each Board Member shall have one vote on each motion or resolution.

XIII-5 Voting Manner

To vote, a Board Member must be present in person, by conference telephone or other communication equipment permitted by law. No voting by proxy or absentee ballot is permitted.

XIII-6 Official Year

The “Official” or “Electoral” year shall commence at the close of the regular Annual Meeting of the Corporation and end with the close of the next annual meeting.

XIII-7 Fiscal Year

The fiscal year of the Corporation shall commence from and include the first day of July and shall run to and include the next 30th day of June.

XIII-8 Adoption, Repeal, and Amendment of Bylaws

Bylaws may be adopted, repealed, and amended by vote or written assent of a simple majority of the Board Members entitled to vote at a meeting duly called for the purpose of adopting, repealing, and amending the Bylaws. Notice of the proposed changes shall be given in the notice of the meeting and shall be given thirty (30) days prior to the meeting. These Bylaws shall be reviewed and updated as directed by the Board of Directors, but in no event less than once every six years. No change to the said Bylaws affecting the process of confirmation of the election of Board Members by the California-Nevada Annual Conference, as provided for in foregoing Article IV, paragraph IV-1, shall be effective until first approved by the said California-Nevada Annual Conference.

XIII-9 Conduct of Meetings

Robert’s Rules of Order shall govern the conduct and procedure of all meetings.

XIII-10 Non-discrimination Clause

The Corporation shall provide services to children and their families, employ staff, and elect members to the Board of Directors without discrimination because of race, religion, sex,

physical impairment, sexual orientation or ethnic background and status except for the Board of Directors as specified in IV-1 of the Bylaws.

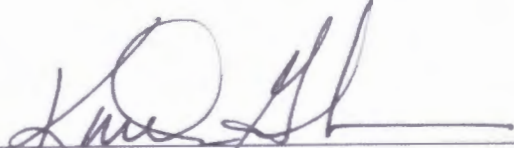
ARTICLE XIV

Indemnification of Members of the Board, Officers, Employees, and other Agents

The Corporation shall indemnify its Board Members and officers to the fullest extent permitted by Section 5238 of the California Corporations Code. The Corporation shall have the power to indemnify its employees and other agents as set forth in Section 5238. The Corporation shall have no obligation to grant such indemnification to its employees and other agents except as expressly set forth in Section 5238 or otherwise required by law.

ADOPTED BY THE BOARD OF DIRECTORS

DATE: May 24, 2011



Kweli Gibson, Secretary – Board of Directors
Fred Finch Youth Center

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
4/3/2011

PRODUCER
Heffernan Insurance Brokers
1350 Carlback Ave., Suite 200
Walnut Creek, CA 94596
Phone: 925-934-8500 Fax: 925-934-8278

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Fred Finch Children's Home
Dbas: Fred Finch Youth Center
3800 Coolidge Ave.
Oakland, CA 94602

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cypress Insurance Company	
INSURER B:	Hanover American.	18058
INSURER C:	Allmerica Financial Benefit	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY	ZZF909172200	4/1/11	4/1/12	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Es. Occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (ANY ONE PERSON)	\$ 10,000
		<input checked="" type="checkbox"/> PROFESSIONAL /				PERSONAL & ADV INJURY	\$ 1,000,000
		SEXUAL ABUSE \$1,000,000				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG)	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				Employee Benefits	\$ 1,000,000
C		AUTOMOBILE LIABILITY	AWF909149400	4/1/11	4/1/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS/UMBRELLA LIABILITY	UHF909172100	4/1/11	4/1/12	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE					
		RETENTION \$10,000					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3300058548111	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		EL EACH ACCIDENT				\$ 1,000,000	
		EL DISEASE - POLICY LIMIT				\$ 1,000,000	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL DISEASE - EA EMPLOYEE	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: As on file with the insured.
*Except 10 days notice for non-payment of premium.

CERTIFICATE HOLDER

Oakland Unified School District
1025 2nd Avenue
Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* sheila.clark@ousd.k12.ca.us

Contractor Information

Contractor Name	Fred Finch Youth Center	Agency's Contact	Kathie Jacobson			
OUSD Vendor ID #	I001935	Title	Interim President & CEO			
Street Address	3800 Coolidge Avenue	City	Oakland	State	CA	Zip 94602
Telephone	(510) 482-2244	Email	kathiejacobson@fredfinch.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	01/03/2012	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours	700.00	Total Contract Amount	\$ 35,000.00

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
9196	Atlantic	9221215202	5825	\$ 35,000.00
	Philanthropies		5825	\$
			5825	\$
Requisition No.	R0202698		Total Contract Amount	\$ 35,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Andrea Bustamante	Phone	639-3336
	Site / Department	922/Family, Schools & Community Partnership		Fax	639-4807
	Signature	<i>Andrea Bustamante</i>		Date Approved	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature	<i>Curtis Saucy</i>		Date Approved	<i>2/1/12</i>
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000				
	Signature	<i>Maria Santos</i>		Date Approved	<i>2-21-2012</i>
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				
Legal	Required if not using standard contract	Approved	Denied - Reason	Date	
Procurement	Date Received	PO Number		<i>P1205945</i>	