

Board Office Use: Legislative File Info.	
File ID Number	17-1320
Introduction Date	6/28/17
Enactment Number	17-0944
Enactment Date	6/29/17



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Ph.D., Interim Superintendent

Board Meeting Date June 28, 2017

Subject Memorandum of Agreement - Be A Mentor, Inc. - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services Department (site/department)

Action Requested Approval of a Memorandum of Agreement between the Oakland Unified School District and Be A Mentor, Inc., Oakland, CA, or Oakland Unified School District for the period of July 1, 2017 through June 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed.

Be A Mentor in coordination with OUSD to conduct background clearances for volunteers, individual contractors, and agency contractors that perform services on OUSD school campuses.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Be A Mentor, Inc., Hayward, CA, for the latter to provide an internet link that can be distributed to individuals and individuals affiliated with agencies for which OUSD requires background clearance; contractor will work with each applicant to completion to issue either a clearance letter or a non-eligibility notification; contractor will receive subsequent arrest notifications from Department of Justice (DOJ) and work in coordination with OUSD to send eligibility notifications, for the period of July 1, 2017 through June 30, 2018, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between Oakland Unified School District and Be A Mentor, Inc. for the period of July 1, 2017 through June 30 2018.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

Attachments Memorandum of Agreement
Certificate of Insurance
Scope of Work
Statement of Qualifications



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-1320

Department: 922/Community Schools and Student Services Department

Vendor Name: BE A MENTOR, INC.

Contract Term: Start Date: 07/01/2017 End Date: 06/30/2018

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

CSSS selected partner for In-Kind agreement to support processing of OUSD MOUs for In-Kind partnerships. Be A Mentor, Inc. supports OUSD ContractsOnline system and processing of Professional Services Contracts.

Summarize the services this Vendor will be providing.

Be A Mentor, Inc. will conduct background clearances for OUSD partners that cannot clear their own representatives. Also, they will notify OUSD of background clearance results and changes in clearance status.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**MEMORANDUM OF UNDERSTANDING BETWEEN BE A MENTOR, INC. AND
OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”/ “DISTRICT”) and Be a Mentor, Inc. (“CONTRACTOR”).

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD for the period beginning July 1, 2017 and ending June 30, 2018, and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services as described in Section II and Section III of the MOU.

II. Program Sites

CONTRACTOR services will not be performed on any OUSD school site nor will any CONTRACTOR employees access OUSD school sites in the performance of this MOU.

III. CONTRACTOR Responsibilities/Scope of Services

A. The program description and services that will be provided to OUSD include:

1. **Relationship.** CONTRACTOR and OUSD have a long-standing relationship whereby CONTRACTOR has conducted background clearances for volunteers, individual contractors, and agency contractors that perform services on OUSD school sites. As per this MOU, CONTRACTOR is responsible for the following:
 - a. Provide OUSD with an Internet link that can be distributed to individuals and individuals affiliated with agencies for which OUSD requires a background clearance; Such individuals are referred to herein as “APPLICANT”;
 - b. APPLICANT will register online using the provided Internet link for the background clearance;
 - c. APPLICANT will pay to CONTRACTOR a Twenty-Five Dollar (\$25.00) processing fee for CONTRACTOR to conduct the background clearance. **NOTE: Additional fees will be charged by outside vendors for Live Scan and TB Screening**
 - d. APPLICANT will be provided instructions and forms necessary for completion of background clearance;
 - e. Elements of the background clearance are
 - i. Fingerprinting (Live Scan) (Expiration in 3 years)
 - ii. California Department of Justice Criminal Report (DOJ)
 - iii. FBI Criminal Report
 - iv. TB Screening Report (Expiration in 4 years)

- f. Upon successful completion of the background clearance APPLICANT and OUSD will receive a Clearance Letter;
 - g. APPLICANT will be Declined and will not receive a Clearance Letter based on criteria reported in the DOJ and FBI reports; OUSD will instruct CONTRACTOR regarding grounds for declining APPLICANT;
 - h. APPLICANT will receive expiration notices at 30 days and 10 days prior to expiration of either Fingerprinting or TB Screening; Upon expiration date(s) CONTRACTOR will send APPLICANT and OUSD notification of no longer eligible to access school sites; and
 - i. CONTRACTOR will receive Subsequent Arrest Notifications (SAN) from DOJ and based on criteria of SAN, CONTRACTOR will send APPLICANT and OUSD notification of no longer eligible to access school sites; OUSD will instruct CONTRACTOR regarding grounds for sending no longer eligible notifications.
2. **Background Checks/Tuberculosis Screening.** CONTRACTOR is not required to provide OUSD with proof of background checks and TB screening as no Contractor personnel will be on school sites regarding the performance of this MOU.
3. **APPLICANT.** It is the Parties' understanding that Applicants are individuals and individuals affiliated with agencies for which OUSD requires a background clearance. APPLICANT is invited to engage in the background clearance process by OUSD personnel providing them with the Internet link to CONTRACTOR's web site. APPLICANTS are not OUSD employees or otherwise entitled to any compensation or benefit. It is also the Parties' understanding that DISTRICT may remove any APPLICANT from its schools at any time and for any reason. To the extent possible, notice will be given to CONTRACTOR.
- B. CONTRACTOR will ensure that all its personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:
1. **Drug and Smoke Free**—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 School(s).
 2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall 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, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.

3. **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 OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.

C **Required Documents**— CONTRACTOR services will not be performed on any OUSD school site nor will any CONTRACTOR employee access OUSD school sites in the performance of this MOU. As part of this MOU, CONTRACTOR personnel are not required to: (a) be fingerprinted; (b) submit to a criminal background check via Livescan or a similar service as required by the Education Code, or (c) take a tuberculosis test.

D. **Insurance**—Provide evidence of general liability insurance with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.

OR

1. **Waiver**—CONTRACTOR is not required to maintain insurance under this agreement if the Risk Management Officer signs a waiver of insurance. You may contact the Risk Management Officer at 510.879.1612. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

F. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. Contractor (Individual):

- Completion of Pre-Consultant Screening Process—Attach a letter from Human Resources showing completion of Pre-Consultant Screening for this current fiscal year. This process will include a check of all of the following:
 - o Fingerprinting—Attach documentation
 - o Criminal Background Check—Attach documentation
 - o Tuberculosis Clearance—Documentation from health care provider showing negative TB status within the last four years.

Contractor (Agency):

X - Or, attach a letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying CONTRACTOR services will not be performed on any OUSD school site nor will any CONTRACTOR employees access OUSD school sites in the performance of this MOU. As part of this MOU, CONTRACTOR personnel are not required to: (a) be fingerprinted; (b) submit to a criminal background check via Livescan or a similar service as required by the Education Code, or (c) take a tuberculosis test.

B. Contractor:

- Insurance—see Section III (D) for specifications. Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer.

V. **Responsibilities of Oakland Unified School District**

- A. Provide guidance and instructions to CONTRACTOR for declining APPLICANT access to school sites
- B. Disallow declined APPLICANTS access to school sites

VI. **Duration**

This MOU is for the 2017 - 2018 school year.

VII. **Termination**

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Hold Harmless/Indemnity

CONTRACTOR agrees to hold harmless, defend and indemnify OUSD against any legal liability with respect to bodily injury, death, and property damage arising out of this Agreement, except for such losses or damages which are caused by the sole negligence or willful misconduct of OUSD.

Further, OUSD agrees to hold harmless, defend and indemnify CONTRACTOR against any legal liability with respect to bodily injury, death, and property damage arising out of this Agreement, except for such losses or damages which are caused by the sole negligence or willful misconduct of CONTRACTOR.

IX. Please identify a contact person for CONTRACTOR:

Name	Robert Goetsch
Address	24301 Southland Dr., Suite 504, Hayward, CA 94545
Phone Number	510- 342-7171
E-mail	goetsch@beamentor.org

Please identify a contact person for the District:

Name	Martin C. Young, Partnerships Manager
Address	1000 Broadway, Suite 150, Oakland, CA 94607
Phone Number	510-879-2928
E-mail	martin.young@ousd.org

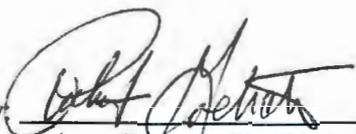
IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By: 

Dated: 06/05/2017 (MM/DD/YYYY)

MARTIN C YOUNG, PARTNERSHIPS (Print Name & Title)

C. S. S. S. (Sponsoring OUSD Department)

By: 
Robert Goetsch, President & CEO
Be a Mentor, Inc.

Dated: 5/29/2017 (MM/DD/YYYY)

Robert Goetsch (Print Name)

Be A Mentor, Inc. (CONTRACTOR)

Approved as to Form:

By: 
for Michael L. Smith, Deputy General Counsel
Oakland Unified School District

Dated: 6/6/17 (MM/DD/YYYY)

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: 
Attorney at Law


James Harris
President, Board of Education

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sarn.gov/>


Devin Sellen
Secretary, Board of Education



Be A Mentor, Inc.
24301 Southland Dr., Suite 504, • Hayward, CA 94545
(510) 795-6488 • Fax (510) 795-6498
www.beamentor.org

May 28, 2017

**Oakland Unified School District
1000 Broadway Suite 440
Oakland, CA 94607**

**Subject: MOU to conduct background clearances
Scope of Work**

Dear Madam or Sir:

As stated in the Subject MOU, Be A Mentor, Inc. will conduct background clearances on those individuals who are provided with a registration link, by OUSD, and complete the registration at Be A Mentor's web site. Be A Mentor will notify the District of the background clearance results, and will also notify the District of any changes in the background clearance status of any individual for whom Be A Mentor has previously conducted a background clearance under this MOU.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Goetsch", written over a circular scribble.

**Robert Goetsch
Its President**



Be A Mentor, Inc.
24301 Southland Dr., Suite 504, • Hayward, CA 94545
(510) 795-6488 • Fax (510) 795-6498
www.beamentor.org

May 28, 2017

Oakland Unified School District
1000 Broadway Suite 440
Oakland, CA 94607

Subject: MOU to conduct background clearances
Statement of Qualification

Dear Madam or Sir:

As stated in the subject MOU, Be A Mentor, Inc. has a long-standing relationship with OUSD for conducting background clearances for the District's volunteers and vendors.

Additionally, Be A Mentor, Inc. provides background clearance services to other school districts and large-scale mentoring programs in the San Francisco Bay Area.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Goetsch", written over a circular scribble.

Robert Goetsch
Its President



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(510) 795-6488 • Fax (510) 795-6498
www.beamentor.org

May 28, 2017

Oakland Unified School District
Attention: Risk Management
1000 Broadway Suite 440
Oakland, CA 94607

Subject: MOU to conduct background clearances
Offsite work only – MOU IV. A.

Dear Madam or Sir:

Be A Mentor, Inc. services for conducting background clearances, as per the subject MOU, will not be performed on any OUSD school site nor will any of its employees access OUSD school sites in the performance of this MOU. As part of the subject MOU, Be A Mentor, Inc. personnel are not required to: (a) be fingerprinted; (b) submit to a criminal background check via Livescan or a similar service as required by the Education Code, or (c) take a tuberculosis test.

Sincerely,

Robert Goetsch
Its President



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)

06/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. 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).

PRODUCER ARMOR & ASSOC INSURANCE AGENCY 39159 PASEO PADRE PKWY STE 116 FREMONT, CA 94538		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BEA6000		FAX (A/C, No):	
INSURED BE A MENTOR, INC. FAX #510-795-6498 714 B STREET HAYWARD, CA 94541		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : NONPROFITS INS ALLIANCE OF CA.		36684	
		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 ANY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		2017-21210-NPO	06/01/2017	06/01/2018	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							PROF LIAB	\$ 2,000,000
A	AUTOMOBILE LIABILITY			2017-21210-NPO	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input 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)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
							\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					\$	\$
	<input type="checkbox"/> RETENTION \$						\$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	BUS.PERS. PROP.			2017-21210-PROP	06/01/2017	06/01/2018	BPP R/C	30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OAKLAND UNIFIED SCHOOL DISTRICT, ITS OFFICERS, DIRECTORS AND EMPLOYEES ARE NAMED AS THE ADDITIONAL INSURED PER ENDORSEMENT FORM CG2034/0704 ATTACHED TO THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

OAK SCH

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: RISK MANAGEMENT
1000 BROADWAY STE 440
OAKLAND,, CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE