

Board Office Use: Legislative File Info.	
File ID Number	17-1871
Introduction Date	9/27/17
Enactment Number	171376
Enactment Date	9/22/17



Memo

To Board of Education

From Kyla Johnson-Trammel, Superintendent

Board Meeting Date September 27, 2017

Subject Memorandum of Agreement - Triple Threat Academy - (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 Triple Threat Academy, San Leandro, CA, to be primarily provided at Crocker Highlands Elementary for the period of September 1, 2017 through September 1, 2018.

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

Triple Threat Academy provides coaches that are professional basketball coaches with multiple years of experience. Most work 20-25 hours per week for basketball skills training and classes with kids.

Discussion
One paragraph summary of the scope of work.

Approval by the Board of Education of a Memorandum of Agreement between the District and Triple Threat Academy, San Leandro, CA, for the latter to provide an after school basketball program for students at Crocker Highlands Elementary, via the Community Schools and Student Services Department, for the period of September 1, 2017 through September 1, 2018, at no cost to the District.

Recommendation Approval of a Memorandum of Agreement between the Oakland Unified School District and Triple Threat Academy, Oakland, CA, to be primarily provided at Crocker Highlands Elementary and Edna Brewer Middle Schools for the period of August 21, 2017 through May 20, 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. 17-1871

Department: 922/Community Schools and Student Services Department

Vendor Name: Triple Threat Academy (TTA)

Contract Term: Start Date: 09/01/2017 End Date: 09/01/2018

Annual Cost: \$ 0

Approved by: Andrea Bustamante

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

School-site selected partner for In-Kind agreement.

Summarize the services this Vendor will be providing.

After school basketball program.

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**
- Single 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 A PARTNER ORGANIZATION
OR INDIVIDUAL 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”) and
Triple Threat Academy [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

Triple Threat Academy

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

After school basketball program.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

All coaches are professional basketball coaches with multiple years of experience.

Most work 20-25 hours per week doing basketball skills training and classes with kids

3. Please check all of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
 - Develop student's social health/skills
 - Develop student's emotional health
 - Develop student's physical health
 - Develop student's cognitive and academic skills
 - Create equitable opportunities for learning
 - Ensure, maintain, or support high quality and effective instruction
 - Prepare students for success in college and careers
 - Help ensure, create, and/or sustain safe, healthy and supportive schools
 - Create accountability for quality
 - Help create full service community schools in OUSD
 - Increase, raise graduation rates
 - Other: Build self confidence
-
-

- B. Ensure that all CONTRACTOR 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 at these School(s).

2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services under 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 all 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 arises.
 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. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **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 MOU, 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 contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

E. **Insurance**

1. **General Liability:** ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. **Workers' Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, 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. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

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.

- F. **Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.

- G. **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.
- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

IV. Required Documents

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

A. TB and Fingerprinting Clearance:

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):


- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.


B. Insurance:

Contractor (Individual/Agency):

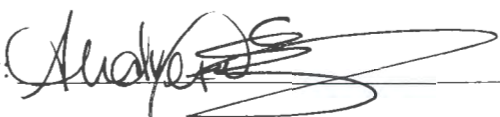
- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

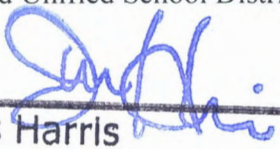
IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

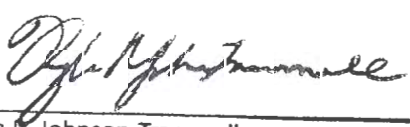
By:  Dated: 8/25/2017 (MM/DD/YYYY)
MARTIN C. YOUNG, PARTNERSHIPS MANAGER (Print Name & Title)
COMMUNITY SCHOOLS STUDENT SERVICES (Sponsoring OUSD Department)

By:  Dated: 8/16/17 (MM/DD/YYYY)
Tony Freccero- Director (Print Name & Title)
Triple Threat Academy (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 09/05/2017 (MM/DD/YYYY)
Attorney, Office of the General Counsel
Oakland Unified School District


James Harris
President, Board of Education


Kyla R. Johnson-Trammell
Secretary, Board of Education

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

Program Information

Program Name	Triple Threat Academy After School Program
Community School Element	Health & Wellness
Service Types	Health education and enrichment
Program Description	After school basketball programs.
Last verified	08/23/2017 at 07:33 AM by Tony Freccero

Program Details

Student Population	All Students
Target Ethnicity/Culture Groups	All Students
Target Demographic Groups	All Students
Target Grade Levels	1st Grade, 2nd Grade, 3rd Grade, 4th Grade,
Service Times	After school
Service Days	Monday, Tuesday

Schools

Crocker Highlands Elementary

[Show Details](#)

Organization Information

Name	Triple Threat Academy (TTA)
Primary Organization Contact	Tony Freccero



CERTIFICATE OF LIABILITY INSURANCE

TRIPL31

OP ID: 1C

DATE (MM/DD/YYYY)

09/23/2016

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 RPS Bollinger Sports & Leisure PO Box 390 Short Hills, NJ 07078-5000 AJ Morgan	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Triple Threat Academy, LLC Tony Freccero 1271 Washington Ave, #623 San Leandro, CA 94577	INSURER A : *Market Insurance Company		38970
	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	ADOL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		8502AH009178	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse/Mol \$ \$1m/\$2m
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident Insurance Full Excess		4102AH022563	10/30/2016	10/30/2017	Med Max: 25,000 Ded: 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid. The certificate holder is listed as additional insured on the liability policy.

CERTIFICATE HOLDER**CANCELLATION**

OAKLANU Oakland Unified School District ATTN: Risk Management 1000 Broadway Suite 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 
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1271 Washington Ave #623 - San Leandro, CA 94577 Fax: 510-225-1080

To Whom It May Concern:

Triple Threat Academy does all the following with all our coaches prior to employment:

- Fingerprint Cleared by CA DOJ/FBI
- Background Check
- Negative TB Test

Thank you.

A handwritten signature in black ink, appearing to be 'R.D.', followed by a period.

Triple Threat Academy Director
510-306-4667
contact@triplethreatonline.com



1271 Washington Ave #623 - San Leandro, CA 94577 Fax: 510-225-1080

8/21/17

To Whom it May Concern:

Triple Threat Academy uses basketball to teach life skills. Set in a fun and energetic environment, we teach the youth the necessary basketball skills to have confidence both on and off the court.

Founded in 2003, we are proud to have worked with thousands of kids in the Bay Area and the Oakland Unified School District. In our 75 minute class, our professional coaches instruct one hour of basketball skills/drills and 15 minutes coaching an organized scrimmage.

We look forward to another successful year.

Thank you.

A handwritten signature in black ink, appearing to be 'R. R.', with a small dot at the end.

Triple Threat Academy Director
510-306-4667
contact@triplethreatonline.com



1271 Washington Ave #623 - San Leandro, CA 94577 Fax: 510-225-1080

To Whom It May Concern:

Triple Threat Academy began teaching kids basketball skills in 2003. We have been fortunate to work with kids from: Thailand, Taiwan, Mexico, Caribbean, Brazil, Argentina, and thousands in the Bay Area.

Just a few of our proud achievements:

- Trained OUSD graduates and NBA players: Leon Powe and Damian Lillard
- Employed more than 50 former OUSD students
- Helped former employees start their own basketball training businesses
- Collected and donated more than 10,000 used pairs of shoes for underprivileged children in Haiti (following the earthquake) and Brazil
- Currently provide a safe place for kids to grow confidence and character through basketball

Thank you.

A handwritten signature in black ink, appearing to be 'R. R.', with a small dot at the end.

Triple Threat Academy Director
510-306-4667
contact@triplethreatonline.com

SAM Search Results
List of records matching your search for :

Search Term : triple* threat* academy*
Record Status: Active

No Search Results