Board Office Use: Legislative File Info.

File ID Number
Introduction Date
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Memo

To

Board of Education

From

Antwan Wilson, Superintendent

Board Meeting Date (To be completed by Procurement)

Now 5, 2014

Subject

Professional Services Contract - Luna Kids Dance

- 122 Grass Valley Elementary School

(site/department)

Action Requested

Ratification of professional services contract between Oakland Unified School

District and Luna Kids Dance . Services to

be primarily provided to 122 Grass Valley Elementary School

for the period of 09/15/2014 through 06/12/2015

Background

A one paragraph explanation of why the consultant's services are needed. Luna Kids Dance will provide side-by-side professional development and instruction for Grass Valley Elementary School. This project includes various deliverables throughout the year. They include meeting for planning and evaluation; curriculum writing; professional development with multiple groups and individuals; arts events and documentation.

Discussion
One paragraph
summary of the
scope of work.

Luna Kids Dance will provide teaching, modeling and coaching and artists/teacher partnership for each classroom involved with the program. The standards-based, creative dance curricula will be tied to arts, literacy and community-building goals. Professional development in the dance discipline regarding instructional methods, connections between literacy and dance, and standards-based instruction will be provided. Luna Kids Dance will also support strategic planning, consultation, curriculum design, project coordination, program development and evaluation for teachers.

Recommendation

Ratification of professional services contract between Oakland Unified School

District and Luna Kids Dance

Services to

be primarily provided to 122 Grass Valley Elementary School

for the period of 09/15/2014 through 06/12/2015

Fiscal Impact

Funding resource name (please spell out)

not to exceed 12,000.00

Attachments

- Professional Services Contract including scope of work
- · Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications

Board Office Use: Legis	slative File Info.
File ID Number	14-2062
Introduction Date	11-5-14
Enactment Number	14-1873
Enactment Date	11/5/14 00



PROFESSIONAL SERVICES CONTRACT 2014-2015

Γhi	s Agreement is entered into between Luna Kids Dance
he spe	ONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons in the circle of the contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons in the contract for furnishing of special services, and administrative matters with persons in the contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons in the contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons in the contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons in the contract for furnishing of special services. Contract for furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons in the contract for furnishing of special services. Contract for furnishing of special services and advice in financial, economic, accounting engineering, legal, and administrative matters with persons and advice in financial services.
۱.	Services: CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2.	Terms: CONTRACTOR shall commence work on 09/15/2014 , or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below 12,000 in the current fiscal year; or, approval by the
	Board of Education if the total contract(s) exceed, whichever is later. The work shall be completed no later than 06/12/2015
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twelve. Thousand Dollars
	Dollars (12,000.00) [per fiscal year], at an hourly billing rate not to exceed 100.00 per hour. 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:
	Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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.	Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this
	Agreement except:
	which shall not exceed a total cost of 12,000.00
5.	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.

rate, total payment requested.
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:

6. 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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly

Rev. 9/4/2014 v1	Requisition No.	P.O. No	
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CONTRACTOR: **OUSD Representative:** Name: Luna Kids Dance Brandee Stewart Name: Site /Dept.: 122 Grass Valley Elementary School Title: Director of Community Development Address: 605 Addison St Address: 4720 Dunkirk Ave 94710 Oakland CA Berkeley 94605 CA Phone: 510-636-4653 Phone: 510 8834118 Email: brandee.stewart@ousd.k12.ca.us Email: nng@lunadanceinstitute.org

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.

8. 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.

9. Insurance:

- 1. 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

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- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 10. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- 11. Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. **Non-Discrimination**: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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.

- 13. 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 controlled substances, alcohol or tobacco on these sites.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. **Termination**: OUSD may at any time terminate this Agreement upon 30 days prior 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.
- 18. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 - 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.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an 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.

- 19. **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.
- 20. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate 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:
 - 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).
- 21. 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.
- 22. Confidentiality: 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

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- access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 23. **Conflict of Interest**: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.
 - 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.
- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. **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.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD'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.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SOHOOL DISTRICT	CONTRACTOR
	navy Un
☐ President, Board of Education	Contractor Signature
☐ Şuperintendent , , ,	
Chief or Deputy Chief	ile al Dice late of
MATTER	Many Ng, Mirecror of
	Many My Director of Print Name, Title Community Revelopment
Secretary, Board of Education	
	Lura Kily Dance dba
Form approved by OUSD General Counsel for 2014-15 FY	Luna Parce Inspikute

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File ID Number: 14-2067 Introduction Date: 115 14 Enactment Number: 14-87

Enactment Date: \ \

By: 0

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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.

Luna Kids Dance (dba Luna Dance Institute) will provide 30 weeks of weekly dance instruction with side-by-side professional development. The standards-based creative dance curricula will be tied to arts, literacy and community building goals for the school. Includes coordination, curriculum design, implementation, documentation and assessment. Professional development is a key component of this scope and teacher participation is a condition of this project. Activities for 2014-15 include: communication between participating teachers and Luna staff; professional development, curriculum design meetings and coaching with Grass Valley staff, and professional learning communities. Luna will also facilitate dance relationships between Grass Valley and the greater Oakland dance communities and provide a family dance event.

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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.

This project supports Grass Valley's goal of increasing student achievement through comprehensive, rigorous arts learning. 100% of students in four classrooms will participate in weekly standards-based dance instructions; 90% of these students will demonstrate dance literacy at the appropriate developmental level; 85% will improve social skills and English language skills through dance literacy and achieve grade level proficiency in accordance with the California's Visual and Performing arts standards. 100% of teachers receiving model classes will participate in Professional Learning Communities centered around arts learning with artists, teachers and administrators working together to expand learning in dance. 100% of teachers at the school site will increase their confidence with the dance arts.

3.	-	nent with District Strategic Plan: Indicate the goal that apply.)	pals and visions supported by the services of this contract:							
	☐ Ens	ure a high quality instructional core	☐ Prepare students for success in college and careers							
	☐ Dev	elop social, emotional and physical health	☐ Safe, healthy and supportive schools							
	☐ Crea	ate equitable opportunities for learning	☐ Accountable for quality							
	☐ High	n quality and effective instruction	☐ Full service community district							
	Please	Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds): Please select: Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number:								
		tion Item added as modification to Board App nager either electronically via email of scanned docu	roved CSSSP - Submit the following documents to the Resource ments, fax or drop off.							
	1.	Relevant page of CSSSP with action item highlighted date, school site name, both principal and school site.	ed. Page must include header with the word "Modified", modification te council chair initials and date.							
	2.	Meeting announcement for meeting in which the CS	SSSP modification was approved.							
	3.	Minutes for meeting in which the CSSSP modification	on was approved indicating approval of the modification.							
	4.	Sign-in sheet for meeting in which the CSSSP mod	ification was approved.							

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LUNA DANCE INSTITUTE

creativity · community · change

SCOPE OF WORK: DANCE AT GRASS VALLEY 2014-15 - CORE ARTS

Luna Dance Institute (LDI) seeks to partner with Grass Valley to build a dance integration program for students with and without disabilities. Using the district's guide: Dance Learning in the 21st Century: a Blueprint for Teaching & Learning Dance Grades K-12©2010, revised to integrate Common Core arts standards, LDI will create progressive, standards-based curriculum and work with partner teachers in a side-by-side collaborative model to bring dance learning to life at Grass Valley. The goals of the dance program align with the school goals of high expectations, student engagement, improved attendance and academic success. We see this as a multiple year partnership that embeds formative evaluation strategies so that the program grows organically with the optimum chance for success. The long range goal is access to scope and sequence core arts curriculum in dance for every child at Grass Valley.

Progression of standards-based dance curriculum

Model classes w/ side-by-side PD: In 2014-15, we expect to continue our work with last year's teachers: Slater, Mitchell, Rocket and Culmer; and add first grade teacher Tammy Coleman's first grade class. A total of 5 classrooms shall receive weekly 50-60 minute classes for the entire 30-week academic year, with ongoing grade-level collaborative professional development. Should Grass Valley procure sufficient funds to add one class, we will work with Ms. Martinez, too.

Measurable Objectives: Increased school attendance by participating students; increased engagement as measured by participation and progress in standards-based dance curriculum; increased teacher understanding of arts integration (dance) and increased ability to use dance and movement, integrated into other core content, to achieve school-wide goals.

Essential services: As evidenced by other successful standards-based dance programs in the district, the Model classes must be augmented by the following activities: a) twice per year full-school professional development; b) regular peer-to-peer check-ins between dance teaching artists and participating classroom teachers; c) participation in at least one LDI workshop or lesson study by each new participating classroom teacher (it is assumed that Grass Valley will pay a stipend to the classroom teachers for their professional learning time separate from this contract); d) LDI will broker at least one school assembly, professional performance or field trip for participating classrooms and/or full school; e) LDI will facilitate at least one family dance event to be coordinated with other Grass Valley scheduled family activities; f) participating teachers and administrators will engage in formative evaluation: two annual in-person focus group evaluations and completion 2-3 written surveys; g) LDI will provide extensive documentation to make the work visible for multiple audiences, including parents.

Measurable Objectives: Increased teacher understanding of arts integration (dance) and increased ability to use dance and movement, integrated into other core content, to achieve school-wide goals; increased community-building through the art of dance (parents, teachers students and community artists).

Research finds that integrated strategies such as those described above are an effective means to increase student literacy and language development.¹²³⁴ Research also finds that such strategies have especially high impact for English language learners, students from low-income backgrounds, and students performing below targets on standardized achievement tests—findings that have important implications for improving educational equity.⁵⁶⁷⁸ Arts integration helps students to tap multiple modalities for learning.

Cost: \$26,000 for 5 teachers for Academic Year 2014-15. Foundation grants procured by LDI = \$16,000; Grass Valley portion = \$12,000. Additional costs for adding sixth teacher = \$6,000 for a total of \$32,000/Grass Valley Share \$18,000. Payment schedule: 15% at project start 9/2/14; 25% billed quarterly (Fall, Winter, Spring), remaining 10% at project completion.

¹ McMahon, S., Rose, D., & Parks, M. (2003). Basic reading through dance program: The impact on first-grade students' basic reading skills. Evaluation Review, 27(1), 104.

² Craig, D. & Paraiso, J. (2008). Dual Diaspora and barrio art: Art as an avenue for learning English. Journal for Learning through the Arts, 4(1).

³ Moore, B. & Caldwell, H. (1993). Drama and drawing for narrative writing in primary grades. Journal of Educational Research, 87(2).

⁴ Heath, S. & Wolf, S. (2005). Focus in creative learning: Drawing on art for language development. Literacy 39(1): 38-45.

⁵ Ingram, D., & Meath, M. (2007). Arts for academic achievement: A compilation of evaluation findings from 2004-2006. Center for Applied Research and Educational Improvement.

⁶ Scripp, L., Burnaford, G. Vazquez, O. Paradis, L. & Sienkiewicz, F. (2013). Partnerships in arts Integration Research final reports.

⁷ Stevenson, L., & Deasy, R. J. (2005). Third space: When learning matters. Washington, DC: Arts Education Partnership.

⁸ Catterall, J. S., Dumais, S. A., & Hampden-Thompson, G. (2012). The arts and achievement in at-risk youth: Findings from four longitudinal studies. Washington, DC: National Endowment for the Arts.

programs and services

Professional Learning is a teaching and learning resource for dance artists, teacher and social workers. This is the only dance resource in California which solely focuses on dance pedagogy and instruction for those artists and teachers working with children and youth ages 0-17; and also provides model programs for artists, teachers and policymakers to view, so they can learn from best practices in dance teaching. Professional Learning resources and services include: entry level through continuing education workshops; arts education forums and roundtables; Summer Institutes; Professional Learning Communitieslesson studies and issues of practice inquiry; coaching; an extensive resource library; curriculum book; internship opportunities, consultation and coaching, and certification.

School & Community Alliances uses a unique side-by-side professional development model to work with schools and districts to build sustainable, high quality, standards-based dance programs for children pre-K through 12th grade. Through model dance classes, coaching, onsite in-services, in-depth PD through and family dance events, Luna artists work with teachers, site administrators and parent councils to make dance education part of every child's core educational experience. Our work is currently focused in Oakland Unified School District where we are piloting the district's Dance Learning in the 21st Century: Blueprint for Teaching and Learning Dance K-12.

MPACT (Moving Parents & Children Together) brings relationship-based curriculum and embodied parent education to families with young children ages 0-8 in the child welfare system. We partner with social service agencies to bring parent-child dance classes to families in the process of reunification; including incarcerated women, women living in domestic violence or homeless shelters, women in residential treatment facilities, and immigrant families. MPACT also houses an internship program that develops dance artists as they bring parent-child dance into their communities. MPACT classes, taught in English and Spanish, are offered free to the community at Oakland public libraries, the Luna studio, and at partner residential treatment locations—the Solid Foundation and East Bay Community Recovery Project.

Studio Lab is the only dance studio program on the west coast that focuses solely on building the dance-making skills of young choreographers, ages 5-17. Using the elements of dance, the body (whole and part) moving in space, energy and time students create their own dances, revise and edit their work and perform their choreography for peers. As students progress through the program they learn more advanced choreographic devices and forms, and move from creating solos to choreographing duets and group work. Advanced students share their dances at Luna's annual Celebration of Dance Learning event. Tuition assistance for the academic year program and summer dance camps is provided to low income students.

clients & partnerships

numbers served

800-1200 students annually through SCA and Studio Lab 300-400 families annually through MPACT 200-350 artists and teachers annually through professional learning 18,000-24,499 students annually by professional learning participants List reflects former and current clients and partnerships.

School, Districts and Colleges

Albany Unified School District

Berkeley Unified School District

California Department of Education

Del Norte County District

Los Angeles Unified School District

Marin City Sausalito Unified School District

Mills College (Dance and Education Depts.)

Oakland Unified School District

Piedmont Unified School District

San Francsico Unified School District

San Francisco State University Dance Dept.

Santa Cruz County Arts Alliance

Early Childhood

Alice Street Learning Center

Arroyo Viejo Child Development Center (CDC)

Berkeley Y Headstart Centers

Brookfield CDC

California Department of Education Preschool Learning Foundations

Chabot Community College

City of Oakland Early Headstart

De Colores Headstart

First Five Alameda County

Kidango, Alameda County

Las Positas Community College

Lotus Bloom

Marcus Foster Education Fund

Merritt College

OUSD Early Education Department (17 child development centers)

Siskiyou College ECE Summit

St. Vincent's Day Home

Tilden Elementary (preK-3rd grade)

Performing Arts Campanies and Organizations

AXIS Dance Company, Oakland, CA

Canyon Dance Company, Flagstaff, Arizona

California Dance Education Association

Dance IS Festival

Dancers' Group

National Dance Education Organization

Opera Piccola

San Francisco Ballet

VSAart/Kennedy Center

Social Service Agency Partnerships and Clients

Asian 'Women's Shelter, San Francisco

East Bay Recovery Project – Project Pride, Oakland Family Support Services of the Bay Area, Oakland Lotus Bloom, Oakland Solid Foundation, Oakland Tri-Valley Haven, Livermore Women's Daytime Drop In Center, Berkeley

awards, conferences, publications

Special Recognition

Generous Heart Award (national, Dance Studio Life July 2014)

City of Berkley Proclamation, 2014

National Dance Education Organization Outstanding Dance Educator (Reedy), 2008

Alameda County Office of Education Alliance for Arts Learning Leadership, 2007

Isadora Duncan Dance Award, 2003-04

National Dance Education Organization Mentorship (Ng and Reedy), 2003

Women's Initiative for Self-Employment Woman of the Year-business & artist (Reedy) 1998

Conference Presentations

Kennedy Center VSA Conference in Arts and Special Education, 2013, 2014

Teacher Action Research Institute, 2012

California County Superintendents' Educational Services Association, 2011

National Guild for Community Arts Eduction, 2010, 2012

National Dance Education Organization – 2002-2014 (annually)

California Dance Education Association – 2000, 2001, 2002, 2007, 2008, 2009, 2012, 2013

California Alliance for Arts Education - 2000, 2009

VSAarts (Universal Design for Learning Conference) - 2008, 2013, 2014

VSAarts webinar January 2014 http://www.kennedycenter.org/education/vsa/

resources/webinars.cfm

Featured in Publications (Print and Online)

Dance Studio Life, 2014, 2013, 2011

Huffington Post blogs, 2014, 2013

Berkeley Times, 2013

San Francisco Chronicle, 2012

East Bay Monthly, 2012

San Francisco Examiner, 2012

KQED, 2011

Dance Teacher Magazine, 2012, 2011, 2006, 2003

Contact Quarterly, 2008

Leadership Magazine, 2008

Journal for Physical Education, Health, Recreation and Dance, 2005

Danza Hoy, 2004

Teaching Artist Journal, 2004

Dance Magazine, 2003

Publications

Body, Mind and Spirit IN ACTION: a teacher's guide to creative dance, ©2003 Bi-monthly article "In Dance Journal", 2007- present

Research

International Journal of Education and The Arts, 2014 http://www.ijea.org/v15n1/v15n1.pdf

Competitive Grants Received over last 5 years

Alameda County Arts Council

Alameda County First Five Every Child Counts

Banks Family Foundation

Berkeley Civic Arts Commission

California Arts Council

Capezio Foundation

Clif Bar Family Foundation

Crescent Porter Hale Foundation

Dizzy Feet Foundation

East Bay Community Foundation

Walter & Elise Haas Foundation

Clarence E. Heller Foundation

William & Flora Hewlett Foundation

Thomas J. Long Foundation

Marin Community Foundation

National Endowment for the Arts

National Guild for Community Arts Education

Oakland Fund for the Arts

Morris Stulsaft Foundation

TRIO Foundation

Wells Fargo Foundation

degrees, education

Luna faculty share degrees as follows:

MFA dance (performance & choreography), Mills College (3), University of Colorado (1), New York University (1)

MA dance (history & culture), Mills College (1)

MA Education, Child Development & Creativity, Mills College (1)

Certifications in Laban Movement Analysis, California State Teaching Credential, California State ECE (1), Tamalpa Institute (1)

All have earned Luna certification and are applying to the national RDE (Registered Dance Education) certification in alignment with Luna's certification

USER NAME	PASSWORD	
		LOGIN
Forgot Username?	Eorgot Password?	

Create an Account

Entity Dashboard

LUNA KIDS DANCE INC

DUNS: 795217991 CAGE Code: 4CHC4

Status: Active

605 ADDISON STREET BERKELEY CA, 93710 UNITED STATES

Entity Overview

Entity Overview

Entity Record

Core Data

Assertions

Reps & Certs

POCs

Reports

Service Contract Report

BioPreferred Report

Exclusions

Exclusions

Active Exclusions

Inactive Exclusions

RETURN TO SEARCH

Entity Information

Name: LUNA KIDS DANCE INC
Doing Business As: LUNA DANCE INSTITUTE
Business Type: Business or Organization

POC Name: nancy ng Registration Status: Active

Activation Date: 05/29/2014 Expiration Date: 05/29/2015

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.15.20140903-1717

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIC TE OF LIABILITY INSUR. NCE

DATE (MM/DD/YYYY) 09/04/2014

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

PRODUCE				CONTACT NAME:						
	usiness Professional e Associates			PHONE (A/C, No			FAX (A/C, No)	:		
519 Sou	th B Street			E-MAIL ADDRES	SS:					
ian Mate Debbie U	eo, CA 94402 Ipland					AK-1				
INSURED Luna Dance Institure							DING COVERAGE		NAIC #	
					RA: New Yo	rk Marine	& Gen. Ins. Co			
	605 Addison Street			INSURE	RB:					
Berkeley, CA 94710				INSURE	INSURER C:					
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	COMMERCIAL GENERAL LIABILITY						PREMISES (Ea occurrence)	\$		
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		

	COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurrence)	\$
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	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ATTN: Risk Management 900 High Street Oakland, CA 94601	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

CERTIFICATE HOLDER

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CANCELLATION



CERTIFICATE OF LIABILITY INSULANCE

DATE (MM/DD/YYYY) 9/4/2014

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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	Fulwiler & Co. Insurance	ce. I	nc.	PHONE	(503	293-8325	FAX	(503)	293-5418	
	27 SW Macadam Ave	,		PHONE (A/C, No. Ext): (503) 293-8325 FAX (A/C, No): (503) 293-5418 E-MAIL ADDRESS: khutchinson@jdfulwiler.com						
	Box 69508			ADDRE	NAIC#					
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	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
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	900 High St Oakland, CA 94601				RIZED REPRESE		1/	12		
				Kim Hutchinson/KIMH Kim Hutchingon						

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015



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