Board Office Use: Legislative File Info.		
File ID Number: 13-2568		
Introduction Date: 11/20/2013		
Enactment Number:		
Enactment Date:		



Memo

Board of Education To:

GARY YEE, EdD, ACTING SUPERINTENDENT: By: MARIA SANTOS, Deputy Superintendent From:

Board Meeting Date: 11/20/2013

Subject: **Professional Service Contract**

> Luna Kids Dance of Berkeley, CA Contractor:

Services for: 909-PROFESSIONAL DEVELOPMENT

Board Action Requested

Ratification by the Board of Education of a Professional Services Contract between the District and Luna Kids Dance, Berkeley, CA, for the latter to provide: 50 hours of the following services for the and Recommendation: Luna Kids Darice, Derkeley, OA, for the latter to provide the Professional Learning "Approaching Early Literacy with Visual and Performing Arts Professional Learning Arts Pen Communities": Collaborate in planning meetings with OUSD Visual and Performing Arts Department and Early Education Department, Two Luna Dance Institute professional learning facilitators will co-facilitate with Michelle Grant-Groves, Early Education Coordinator eight professional learning communities and Participate in end-of-year assessment meetings for the period of 10/21/2013 through 06/30/2014 in an amount not to exceed \$3,000.00.

Background:

(A one paragraph explanation of why the consultant's services are needed.) The services are needed provide the following services for the "Approaching Early Literacy with

Visual and Performing Arts PreK-1st

Professional Learning Communities":

Discussion:

(QUANTIFY what is being purchased.)

50 hours of the following services for the "Approaching Early Literacy with Visual and Performing Arts PreK-1st Professional Learning Communities": Collaborate in planning meetings with OUSD Visual and Performing Arts Department and Early Education Department, Two Luna Dance Institute professional learning facilitators will co-facilitate with Michelle Grant-Groves, Early Education Coordinator eight professional learning communities and Participate in end-of-year assessment meetings

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Fiscal Impact: Funding resources below not to exceed \$3,000.00

\$3,000.00 SUPPLEMENTAL SCHL COUNSELING

Attachments: Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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Enactment Number		
Enactment Date		



PROFESSIONAL SERVICES CONTRACT 2013-2014

Thi	s Agreement is entered into betweenLuna Kids Dance
(Cothe 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 ecially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and impetent to provide such services. The parties agree as follows:
1.	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 on10/21/2013, or the day immediately following approval by the Superintendent
	if the aggregate amount CONTRACTOR has contracted with the District is below 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
3.	Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed
	Dollars (
	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: No Reimbursements
	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
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

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 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

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

Requisition No.	P.O. No. P1402652
	<u>-</u>

profession for services to California school districts.

rate, total payment requested.

eRev. 3/11/13

Professional Services Contract

OUSD Representative:		CONTRACTOR:	
Name:	FILLMORE RYDEEN	Name: _	Nancy Ng
Site /Dept	. 909-PROFESSIONAL DEVELOPMENT	Title:	Managing Partner
Address:	4551 Steele Street	Address:	605 Addison St.
	Oakland, CA 94619		Berkeley, CA 94710
Phone:	510336-7564	Phone:	510-883-1118

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

- 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.
- 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.

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- 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 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**: CONTRACTOR will adhere to the following staff requirements and 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:
 - 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 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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Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

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 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.

- 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.epls.gov/epls/search.do)
- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 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.

CONTRACTOR

MARIA SANTOS	10/21/2013	Nancy Ng	10/22/2013
☐ President, Board of Education ☑ Superintendent or Designee	Date	Contractor eSignature	Date
		Nancy Ng, Managi	ng Partner
Secretary, Board of Education	Date	Print Name, Title	

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Scope of Work is Attached

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.

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2.	of the service(s): 1) How many more Oakla attending school 95% or more? 3) How many Oakland children have access to, and use	and children are graduating more students have me, the health services the	ervices of this Contract? Be specific. For example, as a result g from high school? 2) How many more Oakland children are neaningful internships and/or paying jobs? 4) How many more ey need? Provide details of program participation (Students of THE GOALS OF THE SITE OR DEPARTMENT.
	Facilitate inquiry-based peer-to-peer leading to the second	earning discussion grou	ıps
	Support OUSD teachers with develop	mentally, culturally, and	I linquistically
	responsive practices in dance education	n	
	Connect dance education theory to da	ance education practice	with an emphasis on
	the brain-body connection and creativity	у	
	Support OUSD teachers with docume	nting student and teach	ing learning
3.	(Check all that apply.)	n: Indicate the goals and	visions supported by the services of this contract:
	☐ Ensure a high quality instructional core	haalth	Prepare students for success in college and careers
	Develop social, emotional and physicalCreate equitable opportunities for learn		☐ Safe, healthy and supportive schools☐ Accountable for quality
	High quality and effective instruction	g	Full service community district
4.	_	Strategic Site Plan – C	SSSP (required if using State or Federal Funds):
	Please select: Action Item included in Board Appro	oved CSSSP: (no addition	nal documentation required)
	– Item Number(s): Not Applicable	·	
	No Restricted Fund	ds	
	Action Item added as modification Manager either electronically via email		CSSSP – Submit the following documents to the Resource ax or drop off.
	Relevant page of CSSSP with actidate, school site name, both principal		must include header with the word "Modified", modification il chair initials and date.
	Meeting announcement for meeting	•	
	•		pproved indicating approval of the modification.
	4. Sign-in sheet for meeting in which	the CSSSP modification	was approved.

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LUNA DANCE INSTITUTE

creativity · community · change

OUSD Pre-K thru 1st Grade Professional Learning Community Scope of Work

Luna Dance Institute will provide the following services for the "Approaching Early Literacy with Visual and Performing Arts PreK-1st Professional Learning Communities":

- 1) Collaborate in planning meetings with OUSD Visual and Performing Arts Dept. and Early Education Dept.
- 2) Two Luna Dance Institute professional learning facilitators will co-facilitate with Michelle Grant-Groves, Early Education Coordinator eight professional learning communities October 2013 through May 2014. At these sessions, Luna faculty will:
 - Model early child education standards-based dance lesson and dance activities aligned with the California Dept. of Education's Early Learning Foundations for the Visual and Performing Arts, the California Visual and Performing Arts Standards, and the OUSD Blueprint for Dance Teaching and Learning Grades K-12 ©2009
 - Facilitate inquiry-based peer-to-peer learning discussion groups
 - Support OUSD teachers with developmentally, culturally, and linquistically responsive practices in dance education
 - Connect dance education theory to dance education practice with an emphasis on the brain-body connection and creativity
 - Support OUSD teachers with documenting student and teaching learning
- 3) Participate in end-of-year assessment meetings.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 909-PROFESSIONAL DEVELOPMENT

Principal / Department Head: FILLMORE RYDEEN

Contractor Name: Nancy Ng

Business Name: Luna Kids Dance

Contract Type: Standard

Anticipated Start Date: 10/21/2013 Contract End Date: 06/30/2014

Rate Type: HOURLY Contract Amount: \$3,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: NA Approval Date:

Fingerprint Waiver Status: NA Approval Date:

TB Test Waiver Status: NA Approval Date:



mission

The mission of Luna Dance Institute is to bring creativity, equity and community to every child's life through the art of dance. Luna uses active inquiry to deepen the learning experience of children and adults to improve teaching practice and to build high quality arts programs. As we bring dance to all children, we develop future choreographers, leaders and visionaries

founder

Patricia Reedy, Director of Teaching and Learning

directors

Nancy Ng, Director of Community Development Patricia Reedy, Director of Teaching and Learning

staff

Leila Anglin, Executive Assistant & Teaching Artist
Cherie Hill, Public Relations Associate & Teaching Artist
Ashley Kirby, SCA Lead & Teaching Artist
Erin Lally, Family Services Manager & Teaching Artist
Alisa Rasera, Professional Learning Coordinator & Teaching Artist
Jochelle Perena, Studio Manager & Teaching Artist
Luna Dance Institute directors and staff teach and administer programs

contact

lunadanceinstitute.org 605 Addison St., Berkeley, CA 94710-1972 510-883-1118 Nancy Ng nng@lunadanceinstitute.org

date established

March 8, 1992

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 focusses on dance pedagogy and instruction for those artists and teachers working with children and youth ages 3-17; 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 PD workshops; arts education forums and roundtables; Summer Institutes; Professional Learning Communities; coaching; an extensive resource library; curriculum book; internship opportunities, and certificate program.

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 focussed 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 agecnies 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 prorgam which develops dance artists as they bring parent-child dance into their communities.

Studio Lab is the only dance studio program on the west coast that focusses 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 dance, revise and edit their work and perform these dances for their peers. As students progress through the program they learn more advanced choreographic devices and forms, and move from choreographing solos to choreographing duets and group work. Advanced students share their dances at Luna's annual Celebration of Dance Learning event.

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

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
Santa Cruz County Arts Alliance

Early Childhood

Alice Street Learning Center

Arroyo Viejo

Berkeley Y Headstart Centers

Brookfield Child Development Center

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

Marcus Foster Education Fund

Merritt College

OUSD Early Education Department (17 child development centers)

Siskiyou College ECE Summit

St. Vincent's Day Home

Performing Arts Companies and Organizations

AXIS Dance Company, Oakland, CA

Canyon Dance Company, Flagstaff, Arizona

California Dance Education Association

Dance IS Festival

National Dance Education Organization

Opera Piccola

San Francisco Ballet



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2013

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	CONTACT Kim Hutchinson
JD Fulwiler & Co. Insurance, Inc.	PHONE (A/C, No. Ext): (503)293-8325 FAX (A/C, No): (503)293-5418
5727 SW Macadam Ave	E-MAIL ADDRESS: khutchinson@jdfulwiler.com
PO Box 69508	INSURER(S) AFFORDING COVERAGE NAIC #
Portland OR 97239	INSURER A Riverport Insurance Co.
INSURED	INSURER B:
Luna Kids Dance, Inc., DBA: Luna Dance	INSURER C:
605 Addison St	INSURER D:
	INSURER E:
Berkeley CA 94710	INSURER F:
COVERAGES CERTIFICATE NUMBER: 2013 to 2	014 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	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. SR POLICY EFF POLICY EXP POLICY E									
LTR		TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
		CLAIMS-MADE X OCCUR	х		RIC0013062	9/19/2013	9/19/2014	MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	3,000,000
	х	POLICY PRO- JECT LOC							\$	ľ
A	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO					BODILY INJURY (Per person)	\$		
		ALL OWNED SCHEDULED AUTOS	Х	RIC0013062	9/19/2013	9/19/2014	BODILY INJURY (Per accident)	\$		
	Х	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
								·	\$	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
		DED RETENTION\$							\$	ļ
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							WC STATU- OTH- TORY LIMITS ER		
								E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The certificate holder is an Additional Insured.

CERTIFICATE HOLDER	CANCELLATION

Oakland Unified School District Attn: Risk Management 900 High St Oakland, CA 94601

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

Kim Hutchinson/KIMH

Kim Hutchinon





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/13

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).

(certificate holder in lieu of such endo	rseme	ent(s)).						3	
PR	ODUCER	650-341-4484			CONTACT NAME:						
	PIA Business Professional		650	0-341-4465	PHONE FAX (A/C, No, Ext): (A/C, No):						
Ins	surance Associates										
-	19 South B Street				ADDRESS:						
Sa	n Mateo, CA 94402				CUSTOMER ID #: LUNAK-1						
<u></u>	was Kida Danas Inc				INSURER(S) AFFORDING COVERAGE						
INS	Luna Kids Dance Inc. 605 Addison Street				INSURER A: New York Marine & Gen. Ins. Co						
	Berkeley, CA 94710				INSURER B:						
	Berkeley, OA 347 TO				INSURE						
					INSURER D:						
					INSURER E:						
					INSURER F:						
CC	OVERAGES CE	RTIFI	CATE	E NUMBER:				REVISION NUMBER:			
ı	THIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME TAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY ED BY BEEN R	CONTRACT THE POLICIES REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS	
INSF LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s		
	GENERAL LIABILITY	INOIN		. 02.01		(MINIO DATE ET LA	(11111)	EACH OCCURRENCE	\$		
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$		
	OESTINIO INVISE OCCUR							PERSONAL & ADV INJURY	\$		
		-						GENERAL AGGREGATE	\$		
	CENT ACCRECATE LIMIT APPLIES DED.	-						PRODUCTS - COMP/OP AGG	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC							PRODUCTS - COMP/OF AGG	\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT			
								(Ea accident)	\$		
	ANY AUTO							BODILY INJURY (Per person)	\$		
	ALL OWNED AUTOS							BODILY INJURY (Per accident)	\$		
	SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
	HIRED AUTOS							(i ei accident)	\$		
	NON-OWNED AUTOS								\$		
	UMBRELLA LIAB OCCUR							EAGU GOOUDDENGE			
	- vorse - occor	_						EACH OCCURRENCE	\$		
	CEANIVIS-IVIAD	E						AGGREGATE	\$		
	DEDUCTIBLE								\$		
	RETENTION \$ WORKERS COMPENSATION							▼ WC STATU- OTH-	\$		
_	AND EMPLOYERS' LIABILITY Y / N	_		WC201300001630		06/01/13	06/01/14	↑ TORY LIMITS ER		1 000 000	
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	WC201300001030	WC201300001630		00/01/13	00/01/14	E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH) If yes, describe under	1						E.L. DISEASE - EA EMPLOYEE		1,000,000	
_	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,00	
<u> </u>			<u> </u>								
Pro	SCRIPTION OF OPERATIONS / LOCATIONS / VEHI DOF OF INSURANCE	CLES (Attach	ACORD 101, Additional Remarks	Schedule,	if more space is	s required)				
ب					04110	TIL ATION					
CE	ERTIFICATE HOLDER				CANC	ELLATION					
Oakland Unified School District ATTN: Risk Management 900 High Street						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					
l	Oakland CA 94601										