

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



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 11/20/2013

**Subject:** Professional Service Contract

**Contractor:** Luna Kids Dance of Berkeley, CA

**Services for:** 909-PROFESSIONAL DEVELOPMENT

**Board Action Requested and Recommendation:** 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 “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 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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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 10/21/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed three thousand dollars Dollars (\$3,000.00) [per fiscal year], at an hourly billing rate not to exceed \$60.00 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: 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.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- 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.
- 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 rate, total payment requested.
- 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:

**OUSD Representative:**

Name: FILLMORE RYDEEN  
Site /Dept.: 909-PROFESSIONAL DEVELOPMENT  
Address: 4551 Steele Street  
Oakland, CA 94619  
Phone: 510336-7564

**CONTRACTOR:**

Name: Nancy Ng  
Title: Managing Partner  
Address: 605 Addison St.  
Berkeley, CA 94710  
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.



Professional Services Contract

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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS  
\_\_\_\_\_  
 President, Board of Education  
 Superintendent or Designee

10/21/2013  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Date

CONTRACTOR

Nancy Ng  
\_\_\_\_\_  
Contractor eSignature      10/22/2013  
\_\_\_\_\_  
Date

Nancy Ng, Managing Partner  
\_\_\_\_\_  
Print Name, Title







## **OUSD Pre-K thru 1<sup>st</sup> Grade Professional Learning Community Scope of Work**

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Luna Dance Institute will provide the following services for the “Approaching Early Literacy with Visual and Performing Arts PreK-1<sup>st</sup> 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 linguistically 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:**



# LUNA DANCE INSTITUTE

creativity • community • change

## **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](http://lunadanceinstitute.org)  
605 Addison St., Berkeley, CA 94710-1972  
510-883-1118  
Nancy Ng  
[nng@lunadanceinstitute.org](mailto:nng@lunadanceinstitute.org)

## **date established**

March 8, 1992

## **Programs and Services**

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**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 21<sup>st</sup> 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 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**

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### **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 Francisco 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).

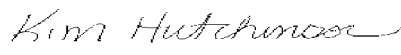
<b>PRODUCER</b> JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239	<b>CONTACT NAME:</b> Kim Hutchinson <b>PHONE (A/C No. Ext):</b> (503)293-8325 <b>E-MAIL ADDRESS:</b> khutchinson@jdfulwiler.com		<b>FAX (A/C, No):</b> (503)293-5418
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Riverport Insurance Co.		<b>NAIC #</b>
<b>INSURED</b> Luna Kids Dance, Inc., DBA: Luna Dance 605 Addison St Berkeley CA 94710	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES** CERTIFICATE NUMBER: 2013 to 2014 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		RIC0013062	9/19/2013	9/19/2014	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 \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X		RIC0013062	9/19/2013	9/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Risk Management 900 High St Oakland, CA 94601	<b>CANCELLATION</b>  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 



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

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.

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<b>PRODUCER</b> <b>BPIA Business Professional</b> <b>Insurance Associates</b> <b>1519 South B Street</b> <b>San Mateo, CA 94402</b>		<b>650-341-4484</b> <b>650-341-4465</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: LUNAK-1</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> <b>Luna Kids Dance Inc.</b> <b>605 Addison Street</b> <b>Berkeley, CA 94710</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : New York Marine &amp; Gen. Ins. Co</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>		<b>NAIC #</b>


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	<b>WC201300001630</b>	<b>06/01/13</b>	<b>06/01/14</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**Proof of Insurance****CERTIFICATE HOLDER****CANCELLATION**

<b>Oakland Unified School District</b> <b>ATTN: Risk Management</b> <b>900 High Street</b> <b>Oakland, CA 94601</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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