

| Board Office Use: Legislative File Info. | |
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| File ID Number | 12-2828 |
| Introduction Date | 11-14-12 |
| Enactment Number | 12-2733 |
| Enactment Date | 11-14-12 |



Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
 Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
 (To be completed by Procurement) 11-14-12

Subject Professional Services Contract -
Luna Kids Dance Berkeley CA (contractor, City State)
New Highland Academy (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Luna Kids Dance. Services to be primarily provided to New Highland Academy for the period of 09/24/2012 through 06/30/2013.

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 New Highland Academy. 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 artist/teacher partnership for each classroom involved in the program. The standards-based, creative dance curricula will be tied to arts, literacy and community-building goals. Professional development in the dance 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 and development & evaluation for teachers.

Recommendation Ratification of professional services contract between Oakland Unified School District and Luna Kids Dance. Services to be primarily provided to New Highland Academy for the period of 09/24/2012 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) Measure G Art
 not to exceed \$ 15,120.00

- Attachments**
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Commercial General Liability Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Luna Kids Dance (CONTRACTOR). 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:** The 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 09/24/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed fifteen thousand one hundred twenty dollars Dollars (\$ 15,120.00). 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 the 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- 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 \$ _____.
- 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.

- 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 Services Contract

OUSD Representative:

Name: Liz Ozol
Site /Dept.: New Highland Academy
Address: 8521 A Street
Oakland, CA 94612
Phone: (510) 729-7723

CONTRACTOR:

Name: Nancy NG
Title: Director of Community Development
Address: 605 Addison St.
Berkeley CA 94710
Phone: (510) 428-1155

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

10. Insurance:

1. Commercial General Liability Insurance: 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.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
14. **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 drugs on these sites.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 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.

Contractor initial: *KA*

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

20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **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.
- 23. **Confidentiality.** The 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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **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.
- 25. **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.
- 26. **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.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 09/24/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 15,120.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education for Date _____
 Superintendent or Designee T.S
 _____ Date _____
 Secretary, Board of Education

CONTRACTOR

[Signature] 9/24/12
 Contractor Signature Date

 Nancy NG Director of Community Devel.
 Print Name, Title

Certified:

[Signature] 11/15/12
 Edgar Rakestraw, Jr., Secretary
 Board of Education

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 By:

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Luna Kids Dance will provide teaching, modeling and coaching and artist/teacher partnership for each classroom involved in the program. The standards-based, creative dance curricula will be tied to arts, literacy and community-building goals. Professional development in the dance 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 and development & evaluation for teachers.

SCOPE OF WORK

Luna Kids Dance will provide a maximum of 151.20 hours of services at a rate of \$100.00 per hour for a total not to exceed \$15,120.00. Services are anticipated to begin on 09/24/2012 and end on 06/30/2013.

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 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 the project. Activities for 2012-2013 include: communication between participating teachers and Luna staff; side-by-side professional development, curriculum design meetings and coaching with NHA staff, professional learning communities, and professional development workshops offered at Luna Dance Institute. Luna will also facilitate/coordinate/broker dance relationships between NHA and the greater Oakland and dance communities, provide a family dance event, and support teachers with the NHA Arts Expo and other community activities. (For the complete detailed scope of work please see attached scope of work.)

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 New Highland Academy's goal of increasing student achievement through comprehensive, rigorous arts learning. 100% of students will participate in weekly standards-based dance instruction; 90% will demonstrate dance literacy at appropriate developmental level; 85% will improve social skills and English language skills through dance literacy and achieve grade level proficiency in dance learning in accordance with California's Visual and Performing Arts standards. 100% of teachers will participate in Professional Learning Communities centered around arts learning and artists, with teachers and administrators working together to expand in dance learning. 100% will be involved in deepening their ability to respect themselves, their peers and colleagues as they gain confidence in the arts of dance.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

NEW HIGHLAND ACADEMY SCOPE OF WORK 2012-13

Luna Dance Institute will provide the following services to New Highland Academy during 2012-13:

Dance Instruction/Model Classes

Luna Dance Institute will provide 30 weeks of weekly dance instruction with side-by-side professional development for 14 classes (teaching, modeling, coaching, artist/teacher partnership). 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 Dance (PD)*

Professional development is a key component of this scope and teacher participation is a condition of the project. PD activities build strong relationships between teachers and dance teaching artists to support the dance learning of all children, as well as strengthen instructional methods, connections between literacy and dance, cross-curricular learning and more. Activities for 2012-13 include:

- Ongoing communication between participating teachers and Luna staff; side-by-side professional development during model class times.
- Specific curriculum design meetings and coaching with NHA staff: Coaching with New Highland staff who choose to also teach independently to align their teaching with state standards and OUSD blueprint.
- Professional Learning Community in Dance—Luna facilitate beginning, middle and end of year opportunities whole school community to customize dance curriculum, deepen theoretical understanding of dance, address issues of practice, and assess progress. To Be Scheduled.
- All NHA staff may take any Professional Learning workshops or teaching activity at no cost.

Parent & Community Involvement

Luna will facilitate/coordinate/broker dance relationships between NHA and the greater Oakland and dance communities. This may include performances by High School, Community or Professional Dance companies, field trips or dance shares between and among OUSD school groups. May also include family dance events, participation in Arts Expo and other community activities.

Fees:

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| Total for 2012-13 project: | \$55,945 |
| OUSD Arts Anchor School Contribution | \$15,120 |
| NHA School Contribution (arts anchor required school match) | \$ 2,880 |
| Funds from contributed grants provided by Luna | \$34,300 |
| Net | <\$ 4,930>** |

New Highland Payment Schedule: 15% retainer upon contract signing; 40% due November 1, 2012; 25% due January 3, 2012; balance due April 4, 2012.

**Does not include stipends to NHA teachers to attend Luna PD activities, CEU credit fees, nor sub release time.*

*** If shortfall is not replaced by 2/28/13, 12 classes will receive model classes in 2nd semester.*

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



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
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 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

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)
10/11/2012

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

COVERAGES CERTIFICATE NUMBER: 2012 to 2013 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | | | | 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 |
| | <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"/> PROJECT <input type="checkbox"/> LOC | X | | RIC0012592 | 9/19/2012 | 9/19/2013 | |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | X | | RIC0012592 | 9/19/2012 | 9/19/2013 | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | DED RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | |

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 Oakland Unified School District Attn: Contract Administrator 900 High St Oakland, CA 94601 | CANCELLATION 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 <i>Kim Hutchinson</i> |



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

DATE (MM/DD/YYYY)

10/11/12

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

COVERAGES CERTIFICATE NUMBER: POLICY 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 |
|----------|--|-----------|-------------------------------------|-----------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <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"/> PROJECT <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 \$ \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input type="checkbox"/> N/A | WC201200001630 | 06/01/12 | 06/01/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Proof of Insurance

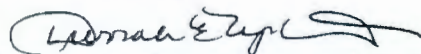
CERTIFICATE HOLDER

Oakland Unified School District
Attn: Contract Administrator
900 High Street
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Luna Kids Dance, Inc.

As of 10-Oct-2012 5:51 PM EDT

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

| | |
|----------------------|--|
| Attachment Checklist | <input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year. |
| | <input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years. |
| | <input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do) |
| | <input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant). |
| | <input checked="" type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured. |
| | <input checked="" type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract) |

OUSD Staff Contact Emails about this contract should be sent to: (required) Matilde.Flores@ousd.k12.ca.us

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | Luna Kids Dance | Agency's Contact | Nancy Ng | | | | |
| OUSD Vendor ID # | 1023848 | Title | Director of Community Development | | | | |
| Street Address | 605 Addison St. | City | Berkeley | State | CA | Zip | 94710 |
| Telephone | (510) 428-1155 | Email (required) | nng@lunadanceinstitute.org | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |

Compensation and Terms – Must be within the OUSD Billing Guidelines

| | | | | | |
|------------------------------|------------|----------------------------|------------|----------------|----|
| Anticipated start date | 09/24/2012 | Date work will end | 06/30/2013 | Other Expenses | \$ |
| Pay Rate Per Hour (required) | \$ 100.00 | Number of Hours (required) | 151.20 | | |

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Resource Name | Org Key | Object Code | Amount |
|-----------------------------------|---------------|------------|------------------------------|---------------------|
| 0089 | Measure G Art | 1251118199 | 5825 | \$ 15,120.00 |
| | | | 5825 | \$ |
| | | | 5825 | \$ |
| Requisition No. (required) | R0304330 | | Total Contract Amount | \$ 15,120.00 |

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

| | | | | | |
|--------------------|--|----------------------|----------|-----------------|--|
| 1. | Administrator / Manager (Originator) | Name | Liz Ozol | Phone | (510) 729-7723 |
| | Site / Department | New Highland Academy | | Fax | (510) 729-7725 |
| | Signature | <i>[Signature]</i> | | Date Approved | 9/21/12 |
| 2. | Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships | | | | |
| | <input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA) | | | | |
| | Signature | | | Date Approved | |
| | Signature (if using multiple restricted resources) | | | Date Approved | |
| 3. | Regional Executive Officer | | | | |
| | <input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site | | | | |
| | <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work | | | | |
| | Signature | <i>[Signature]</i> | | Date Approved | 10/17/12 |
| 4. | Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations | | | | Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000 |
| | Signature | <i>[Signature]</i> | | Date Approved | |
| 5. | Superintendent, Board of Education Signature on the legal contract | | | | |
| Legal | Required if not using standard contract | Approved | | Denied - Reason | Date |
| Procurement | Date Received | | | PO Number | P1303180 |