

Board Office Use: Legislative File Info.	
File ID Number	14-2039
Introduction Date	11-5-14
Enactment Number	14-1865
Enactment Date	11/5/14 OA



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education
From Antwan Wilson, Superintendent

Board Meeting Date
(To be completed by
Procurement)

11/5/14

Subject

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

Action Requested

Ratification of a professional services contract between Oakland Unified School District and Luna Kids Dance, Berkeley, CA. Services to be primarily provided to Reach Academy for the period of 9/2/2014 through 6/30/2015.

Background

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

Luna Kids Dance seeks to partner with Reach Academy to build a culture of dance at the school as one intervention strategy toward school turn-around. The goals of the dance program align with the school goals of high expectations, teacher leadership and retention, student engagement, improved attendance and academic success. We see this as a multiple year partnership that embeds formative evaluation strategies so that program growth has the chance for optimum success and full school participation.

Discussion

One paragraph summary of the scope of work.

Using the district's Blueprint for Dance Learning, revised to integrate Common Core arts standards, Luna will create progressive standards-based curriculum and work with partner teachers in a side-by-side collaborative model to bring dance learning to life at Reach. This program will also include curriculum writing, planning and evaluation meetings, professional development workshops, arts events and documentation.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Luna Kids Dance, Berkeley, CA. Services to be primarily provided to _____ for the period of 9/2/2014 through 6/30/2015.

Fiscal Impact

Funding resource name (please spell out) Measure G Art
Measure G Art not to exceed \$ 26100

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 2014-2015

This Agreement is entered into between the Oakland Unified School District (OUSD) and Luna Kids Dance, Berkeley, CA (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 9/2/2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 6/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twenty-six thousand one hundred Dollars (\$26100). 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 \$ _____.

6. 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: John Rastatter
Site /Dept.: Reach Academy
Address: _____
Phone: 510.729.7775

CONTRACTOR:

Name: Luna Kids Dance, Berkeley, CA
Title: Nancy Ng, Director Comm. Engaged
Address: 605 Addison Street
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. 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 at 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: 

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.epis.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 9/2/2014 Work shall be completed by: 6/30/2015 Total Fee: \$ 26100

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

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 By: OA

9/25/14
 Date

11/5/14
 Date

CONTRACTOR

Contractor Signature

Print Name, Title

Nancy Ng 9/2/2014
 Date

Nancy Ng, Dir. Community Engagement
Luna Kids Dance
dba Luna Dance Institute

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 Dance Institute (LDI) seeks to partner with Reach Academy to build a culture of dance at the school as one intervention strategy toward school turn-around. Using the OUSD guide: Dance Learning in the 21st Century: a Blueprint for Teaching & Learning Dance Grades K-12©2010, revised to integrate Common Core arts standards, LDI will create progressive, standards-based arts-integration curriculum and work with partner teachers in a side-by-side collaborative model to bring dance learning to life at Reach. The goals of the dance program align with the school goals of high expectations, teacher leadership and retention, student engagement, improved attendance and academic success. We see this as a multiple year partnership that embeds formative evaluation strategies so that program growth has the chance for optimum success and full school participation.

SCOPE OF WORK

Luna Kids Dance, Berkeley, CA will provide a maximum of 300 hours of services at a rate of \$87 per hour for a total not to exceed \$26100. Services are anticipated to begin on 9/2/2014 and end on 6/30/2015.

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.

PLEASE SEE SCOPE OF WORK ATTACHED

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.

PLEASE SEE SCOPE OF WORK ATTACHED

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.
-

SCOPE OF WORK: DANCE AT REACH 2014-15 – CORE ARTS

Luna Dance Institute (LDI) seeks to partner with Reach Academy to build a culture of dance at the school as one intervention strategy toward school turn-around. Using the district's guide: *Dance Learning in the 21st Century: a Blueprint for Teaching & Learning Dance Grades K-12©2010*, revised to integrate Common Core arts standards, LDI will create progressive, standards-based curriculum and work with partner teachers in a side-by-side collaborative model to bring dance learning to life at Reach. The goals of the dance program align with the school goals of high expectations, teacher leadership and retention, student engagement, improved attendance and academic success. We see this as a multiple year partnership that embeds formative evaluation strategies so that program growth has the chance for optimum success and full school participation.

Progression of standards-based dance curriculum

Model classes w/ side-by-side PD: In 2014-15, we expect to continue our work with last year's third graders as they enter fourth grade and implement the full third grade curriculum in all three classrooms. A total of 5 classes shall receive weekly 50-60 minute classes for the entire academic year, with ongoing grade-level collaborative professional development.

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

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

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

Research finds that integrated strategies such as those described above are an effective means to increase student literacy and language development.^{1 2 3 4} Research also finds that such strategies have especially high impact for English language learners, students from low-income backgrounds, and students performing below targets on standardized achievement tests—findings that have important

implications for improving educational equity.^{5 6 7 8} Arts integration helps students to tap multiple modalities for learning. Importantly, in the case of Reach Academy and its current statistics for student attendance, it is also associated with increased student engagement and attendance,^{9 10 11} and improved school culture and climate.^{12 13 14}

Cost: \$29,000 for Academic Year 2014-15, assuming Mr. Rodriguez as continuing partner. Foundation grants procured by LDI = \$2,900; Reach portion = \$26,100. Payment schedule: 15% at project start 9/2/14; 25% billed quarterly (Fall, Winter, Spring), remaining 10% at project completion.

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

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

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

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

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

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

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

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

⁹ Barry, N. H. (2010). Oklahoma A+ Schools: What the research tells us 2002-2007. Volume three, quantitative measures. Oklahoma A+ Schools/University of Central Oklahoma.

¹⁰ Ingram, D., & Meath, M. (2007). Arts for academic achievement: A compilation of evaluation findings from 2004-2006. Center for Applied Research and Educational Improvement.

¹¹ Walker, E., Tabone, C. & Weltsek, G. (2011). When achievement data meet drama and arts integration. *Language Arts*, 88(5), 365-372.

¹² Stevenson, L., & Deasy, R. J. (2005). Third space: When learning matters. Washington, DC: Arts Education Partnership.

¹³ Barry, N., Taylor, J., Walls, K. & Wood, J. (1990). The Role of the Fine and Performing Arts in High School Dropout Prevention. Center for Music Research, Florida State University, Tallahassee.

¹⁴ Burton, J. M., Horowitz, R. & Abeles, H. (2000). Learning in and through the arts: The question of transfer. *Studies in Art Education*, 41(3): 228-257.



LUNA DANCE INSTITUTE

creativity • community • change

September 4, 2014

To Whom It May Concern at Oakland Unified School District,

The following Luna Dance Institute employees have received negative TB tests and they have been cleared by the State of California Dept. of Justice regarding fingerprinting:

	ATI No.	TB test
Nancy Ng	M247NGN021	negative
Jochelle Perena	M247PEJ022	negative

TB test results are available upon demand.

Confirmed by,

Nancy Ng
Director of Community Engagement



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 Engagement
Patricia Reedy, Director of Teaching and Learning

faculty

Cherie Hill, Communications Manager & Teaching Artist
Jochelle Pereña, Program Manager & Teaching Artist
Deborah Karp, MPACT Coordinator & Teaching Artist
Katherine McGinity, Fundraising Associate and Teaching Artist
Briana Dickinson, Public Relations Associate and Teaching Artist

Luna Dance Institute directors and staff teach and administer all programs

contact

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

date established

March 8, 1992

List reflects former and current clients and partnerships.

School, Districts and Colleges

Albany Unified School District
Berkeley Unified School District
California Department of Education
Del Norte County District
Los Angeles Unified School District
Marin City Sausalito Unified School District
Mills College (Dance and Education Depts.)
Oakland Unified School District
Piedmont Unified School District
San Francisco Unified School District
San Francisco State University Dance Dept.
Santa Cruz County Arts Alliance

Early Childhood

Alice Street Learning Center
Arroyo Viejo Child Development Center (CDC)
Berkeley Y Headstart Centers
Brookfield CDC
California Department of Education Preschool Learning Foundations
Chabot Community College
City of Oakland Early Headstart
De Colores Headstart
First Five Alameda County
Kidango, Alameda County
Las Positas Community College
Lotus Bloom
Marcus Foster Education Fund
Merritt College
OUSD Early Education Department (17 child development centers)
Siskiyou College ECE Summit
St. Vincent's Day Home
Tilden Elementary (preK-3rd grade)

Performing Arts Companies and Organizations

AXIS Dance Company, Oakland, CA
Canyon Dance Company, Flagstaff, Arizona
California Dance Education Association
Dance IS Festival
Dancers' Group
National Dance Education Organization
Opera Piccola
San Francisco Ballet
VSAart/Kennedy Center

Social Service Agency Partnerships and Clients

Asian Women's Shelter, San Francisco

Publications

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

Research

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

Competitive Grants Received over last 5 years

Alameda County Arts Council
Alameda County First Five Every Child Counts
Banks Family Foundation
Berkeley Civic Arts Commission
California Arts Council
Capezio Foundation
Clif Bar Family Foundation
Crescent Porter Hale Foundation
Dizzy Feet Foundation
East Bay Community Foundation
Walter & Elise Haas Foundation
Clarence E. Heller Foundation
William & Flora Hewlett Foundation
Thomas J. Long Foundation
Marin Community Foundation
National Endowment for the Arts
National Guild for Community Arts Education
Oakland Fund for the Arts
Morris Stulsaft Foundation
TRIO Foundation
Wells Fargo Foundation

degrees, education

Luna faculty share degrees as follows:

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

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

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

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

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

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Entity Dashboard

LUNA KIDS DANCE INC
DUNS: 795217991 CAGE Code: 4CHC4
Status: Active

605 ADDISON STREET
BERKELEY, CA, 94710 ,
UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Record](#)
- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [Reps & Certs](#)
- ▶ [POCs](#)
- ▶ [Reports](#)
- ▶ [Service Contract Report](#)
- ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
- ▶ [Active Exclusions](#)
- ▶ [Inactive Exclusions](#)

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Entity Overview

Entity Information

Name: LUNA KIDS DANCE INC
Doing Business As: LUNA DANCE INSTITUTE
Business Type: Business or Organization
POC Name: nancy ng
Registration Status: Active
Activation Date: 05/29/2014
Expiration Date: 05/29/2015

Exclusions

Active Exclusion Records? No





CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

INSURED
Luna Kids Dance, Inc. Institute
dba: Luna Dance Institute
605 Addison St
Berkeley CA 94710

COVERAGES CERTIFICATE NUMBER: 2014 to 2015 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		RIC0013630	9/19/2014	9/19/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		RIC0013630	9/19/2014	9/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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.

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 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)

09/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to 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 Debbie Upland	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #: LUNAK-1		
INSURED Luna Dance Institute 605 Addison Street Berkeley, CA 94710	INSURER(S) AFFORDING COVERAGE	
	INSURER A : New York Marine & Gen. Ins. Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC #

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	
	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"/> 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 \$	
	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? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201400005994	06/01/2014	06/01/2015	<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**CANCELLATION**

Oakland Unified School District ATTN: Risk Management 900 High Street 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 
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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

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.sam.gov/portal/public/SAM/)
	<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)	

Contractor Information

Contractor Name	Luna Kids Dance, Berkeley, CA	Agency's Contact	Nancy Ng		
OUSD Vendor ID #	I023848	Title	Director of Community Engagement		
Street Address	605 Addison Street	City	Berkeley	State	CA Zip 94710
Telephone	510.883.1118	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	9/2/2014	Date work will end	6/30/2015	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 87	Number of Hours (required)	300		

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
0790	Unres SCE	1931790101	5825	\$ 26,100.00
			5825	\$
			5825	\$
Requisition No. (required)			Total Contract Amount	\$ 26,100.00

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/eplis/search.do>)

1.	Administrator / Manager (Originator)	Name	John Rastatter	Phone	510.729.7775
	Site / Department	Reach Academy		Fax	510.729.7779
	Signature			Date Approved	9/5/14
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input checked="" 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	
3.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature			Date Approved	9/19/14
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under , Over \$50,000				
5.	Signature			Date Approved	9/25/14
	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	Req # R0151256 P1502880	