

Board Office Use: Legislative File Info.	
File ID Number:	14-1232
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



# Memo

**To:** Board of Education

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

**Board Meeting Date:** 06/25/2014

**Subject:** Professional Service Contract

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

**Services for:** 193-REACH ACADEMY

**Board Action Requested and Recommendation:** Ratification by the Board of Education of a Professional Services Contract between the District and Luna Kids Dance, Berkeley, CA, for the latter to provide: to support the efforts of Reach Academy to meet their goals of increased literacy by addressing student engagement. Specifically, Luna Dance Institute (LDI) faculty will work in partnership with Reach teachers to develop and implement interdisciplinary dance-literacy units that target the language development gaps in 3rd and 5th grade. Luna Dance Institute uses a proven side-by-side professional development model that has resulted in decreased absenteeism, increased engagement and improved language development skills in similar schools within Oakland Unified School District. for the period of 04/28/2014 through 06/13/2014 in an amount not to exceed \$12,000.00.

**Background:**  
(A one paragraph explanation of why the consultant's services are needed.)

Contractor's services will help with decreased absenteeism, increased engagement and improved language development skills as compared to similar schools within Oakland Unified School District.

**Discussion:**  
(QUANTIFY what is being purchased.)

to support the efforts of Reach Academy to meet their goals of increased literacy by addressing student engagement. Specifically, Luna Dance Institute (LDI) faculty will work in partnership with Reach teachers to develop and implement interdisciplinary dance-literacy units that target the language development gaps in 3rd and 5th grade. Luna Dance Institute uses a proven side-by-side professional development model that has resulted in decreased absenteeism, increased engagement and improved language development skills in similar schools within Oakland Unified School District.

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**Fiscal Impact:** Funding resources below not to exceed \$12,000.00

\$12,000.00 IASA-I BASIC GRANTS LOW INCOME

**Attachments:** Professional Services Contract including Scope of Work  
Waiver Summary  
Resume / Statement of Qualifications  
EPLS Search Results Page  
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED  
SCHOOL DISTRICT

## PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 04/28/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/13/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twelve Thousand Dollars (\$12,000.00) [per fiscal year], at an hourly billing rate not to exceed \_\_\_\_\_ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

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

**5. CONTRACTOR Qualifications / Performance of Services:**

**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**OUSD Representative:**

Name: JOHN RASTATTER JR.  
Site /Dept.: 193-REACH ACADEMY  
Address: 9860 Sunnyside Ave  
Oakland, CA 94603  
Phone: 5107297775

**CONTRACTOR:**

Name: Nancy Ng  
Title: Managing Partner  
Address: 605 Addison St.  
Berkeley, CA 94710  
Phone: 510-883-1118

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
  1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

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

19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/eplis/search.do)
25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 05/27/2014
[ ] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Nancy Ng 05/27/2014
Contractor eSignature Date

Nancy Ng, Managing Partner
Print Name, Title

**EXHIBIT "A" SCOPE OF WORK**

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

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Scope of Work is 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.

Model dance integration classes with side-by-side professional development to key grades-3rd and 5th which shall result in decreased absenteeism, increased engagement and improved language development skill.

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input type="checkbox"/> Create equitable opportunities for learning              | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction                   | <input checked="" type="checkbox"/> Full service community district          |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): OSIS FUNDING

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

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.



## REACH ACADEMY SCOPE OF WORK 2013-14

Goal: to support the efforts of Reach Academy to meet their goals of increased literacy by addressing student engagement. Specifically, Luna Dance Institute (LDI) faculty will work in partnership with Reach teachers to develop and implement interdisciplinary dance-literacy units that target the language development gaps in 3<sup>rd</sup> and 5<sup>th</sup> grade.

Luna Dance Institute uses a proven side-by-side professional development model that has resulted in decreased absenteeism, increased engagement and improved language development skills in similar schools within Oakland Unified School District.

Luna Dance Institute will provide the following services to Reach Academy for the remainder of this year:

- 1) Fast-track needs assessment: classroom observations, planning meetings with teachers, curriculum design emphasizing language and math gaps.
- 2) One, 2-hour partner development and professional learning session for the entire school
- 3) Model dance integration classes with side-by-side professional development (30) to key grades-3<sup>rd</sup> and 5<sup>th</sup>
- 4) Summer Professional Development (intensive) offered to Reach faculty
- 5) Reflection and evaluation session held in June, with follow-up recommendations for 2014-15
- 6) Curriculum books and onsite resources for Reach faculty
- 7) Outreach to parents about interdisciplinary learning to leverage parent interest and engagement

*Cost of this phase of project \$12,000.*

***ContractsOnline: Contract Waiver Summary***

**Site Number-Name: 193-REACH ACADEMY**

**Principal / Department Head: JOHN RASTATTER JR.**

**Contractor Name: Nancy Ng**

**Business Name: Luna Kids Dance**

**Contract Type: Standard**

**Anticipated Start Date: 04/28/2014**

**Contract End Date: 06/13/2014**

**Rate Type: FLAT**

**Contract Amount: \$12,000.00**

***Applicable Waivers***

**Approved by Risk Management**

**Insurance-Reduction Waiver Status: NA**

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

**Other Reduction Amount: NA**

**Approval Date:**

**Approved by Deputy Superintendent**

**Billing Waiver Status: Approved**

**Approval Date: 05/21/2014**

**Fingerprint Waiver Status: NA**

**Approval Date:**

**TB Test Waiver Status: NA**

**Approval Date:**



# LUNA DANCE INSTITUTE

creativity • community • change

## **mission**

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

## **founder**

Patricia Reedy, Director of Teaching and Learning

## **directors**

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

## **staff**

Cherie Hill, Public Relations Associate & Teaching Artist  
Jochelle Perena, Studio Manager & Teaching Artist  
Alisa Rasera, Chief of Staff, Professional Learning Manager & Teaching Artist  
Deborah Karp, MPACT Coordinator & Teaching Artist  
Katherine McGinity, Fundraising Associate and Teaching Artist  
*Luna Dance Institute directors and staff teach and administer programs*

## **contact**

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

## **date established**

March 8, 1992

## **Programs and Services**

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**Professional Learning** is a teaching and learning resource for dance artists, teacher and social workers. This is the only dance resource in California which solely focusses on dance pedagogy and instruction for those artists and teachers working with children and youth ages 3-17; and also provides model programs for artists, teachers and policymakers to view, so they can learn from best practices in dance teaching. Professional learning resources and services include entry level through continuing education PD workshops; arts education forums and roundtables; Summer Institutes; Professional Learning Communities; coaching; an extensive resource library; curriculum book; internship opportunities, and certificate program.

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

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

**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. Tuition assistance for the academic year program and summer dance camps is provided to low income students.

## **Clients & Partnerships**

### **numbers served**

800-1200 students annually through SCA and Studio Lab  
300-400 families annually through MPACT  
200-350 artists and teachers annually through professional learning  
18,000-24,499 students annually by professional learning participants

### 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

## **Clients & Partnerships** (continued)

### Social Service Agency Partnerships and Clients

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

*List reflects former and current clients and partnerships.*

## **Awards, Conferences, Publications**

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### Special Recognition

National Dance Education Organization Outstanding Dance Educator (Reedy), 2008  
Alameda County Office of Education Alliance for Arts Learning Leadership, 2007  
Isadora Duncan Dance Award, 2003-04  
National Dance Education Organization Mentorship (Ng and Reedy), 2003

### Conference Presentations

Kennedy Center VSA Conference in Arts and Special Education, 2013  
Teacher Action Research Institute, 2012  
California County Superintendents Educational Services Association, 2011  
National Guild for Community Arts Education, 2010  
National Dance Education Organization – 2002-2011 (annually)  
California Dance Education Association – 2000, 2001, 2002, 2007, 2008, 2009  
California Alliance for Arts Education – 2000, 2009  
VSAarts (Universal Design for Learning Conference) – 2008

### Featured in Publications (Print and Online)

Dance Studio Life, 2013  
Berkeley Times, 2013  
San Francisco Chronicle, 2012  
East Bay Monthly, 2012  
San Francisco Examiner, 2012  
KQED, 2011  
Dance Teacher Magazine, 2003, 2006, 2011  
Contact Quarterly, 2008  
Leadership Magazine, 2008  
Journal for Physical Education, Health, Recreation and Dance, 2005  
Danza Hoy, 2004  
Teaching Artist Journal, 2004  
Dance Magazine, 2003

Publications

Body, Mind and Spirit IN ACTION: a teacher's guide to creative dance, ©2003

Bi-monthly article "In Dance Journal", 2007- present



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2013

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**COVERAGES**

CERTIFICATE NUMBER:2013 to 2014

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>			RIC0013062	9/19/2013	9/19/2014	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 3,000,000	
							PRODUCTS - COMP/OP AGG	\$ 3,000,000	
								\$	
A	<b>AUTOMOBILE LIABILITY</b>			RIC0013062	9/19/2013	9/19/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO	X					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
							\$		
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
	<b>EXCESS LIAB</b>						AGGREGATE	\$	
	DED							\$	
	RETENTION \$							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Kim Hutchinson/KIMH





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MF

DATE (MM/DD/YYYY)

10/08/13

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


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

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

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

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

<b>Oakland Unified School District</b> <b>ATTN: Risk Management</b> <b>900 High Street</b> <b>Oakland, CA 94601</b>	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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