

Board Office Use: Legislative File Info.	
File ID Number	12-1300
Introduction Date	6-27-12
Enactment Number	12-1639
Enactment Date	6/27/12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date 6-27-12
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Luna Kids Dance Emeryville CA (Contractor, City/State) -
Leadership, Curriculum, & Instruction - Visual & Performing Arts (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Luna Kids Dance. Services to be primarily provided to Leadership, Curriculum, & Instruction - Visual & for the period of 10/12/2011 through 06/30/2012, in an amount not to exceed \$ 12,500.00.

Background
A one paragraph explanation of why an amendment is needed.

Oakland Unified School District is continuing to build our capacity to offer sequential standards based Dance instruction. There is a need to fully test and complete the dance infrastructure curriculum project that began in the 2008-2009 school year. The dance infrastructure project was designed to provide a framework for dance instruction including a sequenced k-12 curriculum and professional development program.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of the Amendment No 1. to the Professional Services Contract between the district and Luna Kids Dance dba Luna Dance Institute of Institute CA for the latter to provide 312.50 hrs of Dance, Theatre, Music, and Media Arts Instruction/Model classes, 3 separate Professional Development Workshops for the Summer Arts Institute, and Dance Professional Development for the period of October 12, 2011 through June 30 2012 for an additional amount of \$12,500, increasing the original contract from \$12,000 to an amount not to exceed \$24,500. All other terms and conditions of the contract remain in full force and effect.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Luna Kids Dance. Services to be primarily provided to Leadership, Curriculum, & Instruction - Visual & for the period of 10/12/2011 through 06/30/2012, in an amount not to exceed \$ 12,500.00.

Fiscal Impact Funding resource name (please spell out) Tier 3 - Music - Staff Dev
not to exceed \$ 12,500.00

Attachments

- Contract Amendment
- Copy of original contract

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Luna Kids Dance (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on October 12, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.

If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. OR, The CONTRACTOR agrees to provide the following amended services:

Please see attachment for details.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.

If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is 06/30/2012.

3. **Compensation:** The contract price is unchanged. The contract price has changed.

If the compensation has changed: The contract price is amended by

Increase of \$ 12,500.00 _____ to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is twenty four thousand and five hundred _____ dollars (\$ 24,500.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee
Edgar Rakestraw, Jr.
 Secretary
 Board of Education

6-7-12
Date

6/28/12
Date

CONTRACTOR

Nancy Ng 4/9/12
 Contractor Signature Date
Nancy Ng, Director of Community Development
 Print Name, Title
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.

Ratification by the Board of Education of the Amendment No 1. to the Professional Services Contract between the district and Luna Dance Institute of Berkeley CA for the latter to provide 312.50 hrs of Dance, Theatre, Music, and Media Arts Instruction/Model classes, 3 separate Professional Development Workshops for the Summer Arts Institute, and Dance Professional Development for the period of October 12, 2011 through June 30 2012 for an additional amount of \$12,500, increasing the original contract from \$12,000 to an amount not to exceed \$24,500. All other terms and conditions of the contract remain in full force and effect.

SCOPE OF WORK

Luna Kids Dance will provide a maximum of 312.50 hours of services at a rate of \$40.00 per hour for a total not to exceed \$12,500.00. Services are anticipated to begin on 10/12/2011 and end on 06/30/2012.

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

Luna Kids Dance will provide 312.50 hrs of: Dance, Theatre, Music, and Media Arts Instruction/Model classes, 3 separate Professional Development Workshops for the Summer Arts Institute, and Dance Professional Development.

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.

3 Separate Workshops/Summer Arts Institutes PD

Luna kids Dance will design a cohesive curriculum in arts-integration for the 3-day institute, as well as a written lesson plan and other supportive materials for not more than 30 participants for each class. Luna Kids will be providing 3 separate intensive professional development workshops for teachers in a discipline of their choice either in:

- 1. Dance,
2. Theatre
3. Music.
4. Media Arts Instruction/Model classes

Contractor and presenters will attend a planning meeting and participate in evaluation of the Summer Arts Institute along with other presenters. It is expected that participants will be engaged in the process of making art themselves and creating plans to bring arts integration instruction into their classrooms.

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

OUSD SUMMER INSTITUTE 2012

3 separate Professional Development Workshops for the Summer Arts Institute, and Dance Professional Development.

Instruction/Model classes:

Dance

At the conclusion of the workshop teachers will be able to:

- Increase their comfort level with dance and have fun doing it
- Make dances
- Be introduced to the elements of dance and dance standards
- Leave knowing about PD dance resources
- Have collegial support
- Have concrete dance activities they can take back to their classroom
- See examples of OUSD model dance programs which demonstrate possibilities in dance learning

Theatre

At the conclusion of the workshop teachers will be able to:

- Use theater activities to increase reading comprehension
- Use theater activities in conjunction with student writing
- Write a script adapted from children's literature
- Direct students in simple productions
- Manage theater activities and use them for classroom team-building

Music

At the conclusion of the workshop teachers will be able to:

- Voice - basic vocal warm-ups and focus through daily singing and speaking in unison, harmony, and in games.
- Body music - using the body as an instrument
- Basic classroom percussion instruments
- Percussion ensembles with music from Brazil and West Africa
- Creation of sequenced integrated activities embracing literacy and music
- Critical thinking approach to composing musical pieces

Media Arts

At the conclusion of the workshop teachers will be able to:

- Create simple animation with students in the classroom setting.
- Create animation process through simple flip books
- Explore available classroom tools,
- How to use a simple digital still camera,
- Draw strategies, use simple editing tools, develop a concept and storyboarding.
- Work in collaborative teams,
- Create their own stop-motion animation of their own design or from curriculum they are teaching
- Develop discussions and share ideas about how to take what they learned back to their classrooms to create their first animation in the coming school year!
- Explore themes that they will teach in their classrooms, both in arts and arts integrated content.

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.
-

**OUSD SUMMER INSTITUTE 2012
Proposed Syllabus**

Workshop Goals - participants will:

- Increase their comfort level with dance and have fun doing it
- Make dances
- Be introduced to the elements of dance and dance standards
- Leave knowing about PD dance resources
- Have collegial support
- Have concrete dance activities they can take back to their classroom
- See examples of OUSD model dance programs which demonstrate possibilities in dance learning

Day One – June 19th

Introductions
Partner Dance Activities
Document Questions about Dance Learning
Lunch Break
Standards-based Dance Lesson #1
De-construct Dance Lesson Structure
Inspiration for Dance Activities
Closing Reflection

Day Two – June 20th

Check-In & Add to Dance Learning Questions
Standards-based Dance Lesson #2
De-construct Dance Lesson with application to participant teaching setting
Observing Dance
Lunch Break
Elements of Dance
Dance Lesson from Day one Inspiration
Closing Reflection

Day Three – June 21st

Check-In
Questions about teaching dance
Dance Lesson #3
Brain Dance
De-Construct Lesson in context of standards
Lunch Break
Re-visit original questions and goals
Model Dance Program Case Study
Resource Share
Closing Reflection
Group Dance Experience

PROFESSIONAL SERVICES CONTRACT AMENDMENT ROUTING FORM 2011-2012

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form <input type="checkbox"/> Amended Scope of work (be specific as to what is changing) <input checked="" type="checkbox"/> Copy of original contract
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OUSD Staff Contact Emails about this contract should be sent to: Marilu.boytes@ousd.k12.ca.us

Contractor Information

Contractor Name	Luna Kids Dance	Agency's Contact	Nancy Ng		
OUSD Vendor ID #	I023848	Title	School & Community Alliance Manager		
Street Address	P.O. Box 8473	City	Emeryville	State	CA
Telephone	(510) 428-1155	Email	nng@lunadanceinstitute.org	Zip	94662

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 12,000.00	Original PO Number	P1202948		
Amended Amount	\$ 12,500.00	New Requisition #	R0204209		
New Total Contract Amount	\$ 24,500.00	Start Date	10/12/2011	End Date	06/30/2012

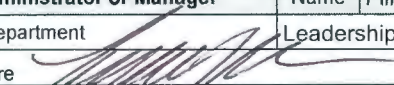
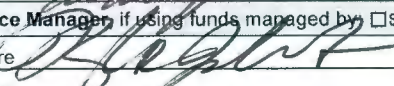
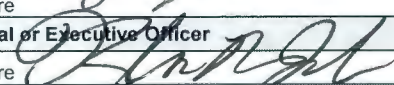
Budget Information

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
0507	Tier 3 - Music	9091135209	5825	\$ 12,500.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Site Administrator or Manager	Name	Fillmore Rydeen	Phone	5103367609	Fax	5104826773
	Site / Department	Leadership, Curriculum, & Instruction - Visual & Performing Arts					
2.	Resource Manager if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs	Signature					
	Signature	Date Approved	5/17/12				
3.	Regional or Executive Officer	Signature					
	Signature	Date Approved	5/17/12				
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000	Signature					
	Signature	Date Approved	6-7-12				
5.	Superintendent or Board of Education Signature on the legal contract						
Legal Required if not using standard contract		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number	P1202948		

1898

Board Office Use: Legislative File Info.	
File ID Number	11-2788
Introduction Date	11-7-11
Enactment Number	11-2385
Enactment Date	11-16-11 82



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

Board Meeting Date
(To be completed by Procurement) 11-16-11

Subject Professional Services Contract -
Luna Kids Dance Emeryville CA (contractor, City State)
Thurgood Marshall Elementary School (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Luna Kids Dance. Services to be primarily provided to Thurgood Marshall Elementary School for the period of 10/12/2011 through 06/30/2012.

Background
A one paragraph explanation of why the consultant's services are needed.
 Luna Kids Dance will provide side-by-side professional development and instruction for Thurgood Marshall Elementary School. This project includes various deliverables throughout the year. They include meetings for planning and evaluation; curriculum writing; professional development with multiple groups and individuals; arts events and documentation.

Discussion
One paragraph summary of the scope of work.
 Luna Kids Dance will provide teaching, modelling and coaching and artist/teacher partnership for each classroom involved in the program. The standards-based, creative dance curricula will be tied to arts, literacy and community-building goals. Professional development in the dance regarding instructional methods, connections between literacy and dance and standards-based instruction will be provided. Luna Kids Dance will also support strategic planning, consultation, curriculum design, project coordination and development & evaluation for teachers.

Recommendation Ratification of professional services contract between Oakland Unified School District and Luna Kids Dance. Services to be primarily provided to Thurgood Marshall Elementary School for the period of 10/12/2011 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Measure G Arts
 not to exceed \$ 12,000.00

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

Board Office Use: Legislative File Info.	
File ID Number	11-2785
Introduction Date	11/7/11
Enactment Number	11+2385
Enactment Date	11-16-11



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

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

- Services:** CONTRACTOR shall provide the services described in Exhibit "A," attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 10/12/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.

- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed twelve thousand dollars Dollars (\$ 12,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:

1. 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.

2. 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: Maya Woods-Cadiz
Site /Dept.: Thurgood Marshall Elementary School
Address: _____
Oakland, CA
Phone: (510) 879-1740

CONTRACTOR:

Name: Nancy Ng
Title: Director of Community Development
Address: P.O. Box 8473
Emeryville CA 94662
Phone: (510) 428-1155

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

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

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

10. Insurance:

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

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

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

OR

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

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

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).

- 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.

Summary of terms and compensation:

Anticipated start date: 10/12/2011 Work shall be completed by: 06/30/2012 Total Fee: \$ 12,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos 10-12-11
 President, Board of Education Date
 Superintendent or Designee

 Secretary, Board of Education Date

CONTRACTOR

Nancy Ng 9/13/11
 Contractor Signature Date

 Nancy Ng Director of Community Development
 Print Name, Title

Certified:

Edgar Rakestraw, Jr. 11/17/11
 Edgar Rakestraw, Jr., Secretary
 Board of Education

File ID Number: 11-2788
 Introduction Date: 11-7-11
 Enactment Number: 11-2385
 Enactment Date: 11-16-11
 By: ER

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

Luna Kids Dance will provide teaching, modelling and coaching and artist/teacher partnership for each classroom involved in the program. The standards-based, creative dance curricula will be tied to arts, literacy and community-building goals. Professional development in the dance regarding instructional methods, connections between literacy and dance and standards-based instruction will be provided. Luna Kids Dance will also support strategic planning, consultation, curriculum design, project coordination and development & evaluation for teachers.

SCOPE OF WORK

Luna Kids Dance will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$12,000.00. Services are anticipated to begin on 10/12/2011 and end on 06/30/2012.

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 attached scope of work

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

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

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" 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 checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

LUNA DANCE INSTITUTE

creativity • community • change

THURGOOD MARSHALL ELEMENTARY SCOPE OF WORK 2011-12

Luna Dance Institute will provide the following services to Thurgood Marshall during 2011-12:

Dance Instruction/Model Classes

Luna Dance Institute will provide 30 weeks of weekly dance instruction with side-by-side professional development for 5 classes (teaching, modeling, coaching, artist/teacher partnership) depending on the availability of space. The standards-based, creative dance curricula will be tied to arts, literacy and community-building goals for the school. Includes coordination, curriculum design, implementation, documentation and assessment.

Professional Development Dance (PD)*

Professional development is a key component of this scope and teacher participation is a condition of the project. PD activities build strong relationships between teachers and dance teaching artists to support the dance learning of all children, as well as strengthen instructional methods, connections between literacy and dance, cross-curricular learning and more. Activities for 2011-12 include:

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

Parent & Community Involvement

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

Fees:

Total for 2011-12 project:	\$33,004
Thurgood Marshall Elementary Contribution	\$12,000
Funds from contributed grants provided by Luna	\$21,004

*Funds from contributed grants provided by Luna

Thurgood Marshall Payment Schedule: 15% retainer upon contract signing; 25% due November 3, 2011; 25% due January 5, 2012; 25% due April 2, 2012, balance due June 14, 2012

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

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

Please select:

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

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



LUNA DANCE INSTITUTE

creativity • community • change

mission

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

founder

Patricia Reedy, Director of Teaching and Learning

directors

Nancy Ng, Director of Community Development

Patricia Reedy, Director of Teaching and Learning

staff

Erin Lally, Family Services Coordinator & Teaching Artist

Bonner Odell, Public Relations Coordinator & Teaching Artist

Alisa Rasera, Professional Learning Coordinator & Teaching Artist

Danae Rees, School & Community Alliance Manager & Teaching Artist

Luna Dance Institute directors and staff teach and administer programs

contact

lunadanceinstitute.org

PO Box 8473, Emeryville, CA 94662

510-428-1155

Nancy Ng

nng@lunadanceinstitute.org

date established

March 8, 1992

Programs and Services

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

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

MPACT (Moving Parents & Children Together) brings relationship-based curriculum and embodied parent education to families with young children ages 0-8 in the child welfare system. We partner with social service agencies to bring parent-child dance classes to families in the process of reunification; including incarcerated women, women living in domestic violence or homeless shelters, women in residential treatment facilities, and immigrant families. MPACT also houses an internship program which develops dance artists as they bring parent-child dance into their communities.

Studio Lab is the only dance studio program on the west coast that focusses solely on building the dance-making skills of young choreographers ages 5-17. Using the elements of dance, the body (whole and part) moving in space, energy and time students create their own dance, revise and edit their work and perform these dances for their peers. As students progress through the program they learn more advanced choreographic devices and forms, and move from choreographing solos to choreographing duets and group work. Advanced students share their dances at Luna's annual Celebration of Dance Learning event.

Clients & Partnerships

numbers served

800-1200 students annually through SCA and Studio Lab

300-400 families annually through MPACT

200-350 artists and teachers annually through professional learning

18,000-24,499 students annually by professional learning participants

School, Districts and Colleges

Albany Unified School District

Berkeley Unified School District

California Department of Education

Del Norte County District

Los Angeles Unified School District

Marin City Sausalito Unified School District

Mills College (Dance and Education Depts.)

Oakland Unified School District

Piedmont Unified School District

San Francisco Unified School District

Santa Cruz County Arts Alliance

Early Childhood

Alice Street Learning Center

Arroyo Viejo

Berkeley Y Headstart Centers

Brookfield Child Development Center

California Department of Education Preschool Learning Foundations

Chabot Community College

City of Oakland Early Headstart

De Colores Headstart

First Five Alameda County

Kidango, Alameda County

Las Positas Community College

Marcus Foster Education Fund

Merritt College

OUSD Early Education Department (17 child development centers)

Siskiyou College ECE Summit

St. Vincent's Day Home

Performing Arts Companies and Organizations

AXIS Dance Company, Oakland, CA

Canyon Dance Company, Flagstaff, Arizona

California Dance Education Association

Dance IS Festival

National Dance Education Organization

Opera Piccola

San Francisco Ballet



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CW

DATE (MM/DD/YYYY)

09/12/11

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

650-341-4484
 650-341-4465

CONTACT NAME:
 PHONE (A/C, No, Ext):
 FAX (A/C, No):
 E-MAIL:
 ADDRESS:
 PRODUCER:
 CUSTOMER ID #: **LUNAK-1**

INSURED
Luna Kids Dance Inc.
 P.O. Box 8473
 Emeryville, CA 94662

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Everest National Ins. Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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 SUBR INSR 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) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	6600001412111	06/01/11	06/01/12	<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 COVERAGE ONLY.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School Distr.
 Attn: Fillmore Rydeen
 Visual/Performing Arts Program
 4551 Steele, Portable 17
 Oakland, CA 94619

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2010

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 Gales Creek Insurance Services Inc. 800 NW 6th Ave., Suite 335 Portland, OR 97209	CONTACT NAME: Kim Hutchinson
	PHONE (A/C, No. Ext): (503) 227-0491 FAX (A/C, No.): (503) 227-0927
	E-MAIL ADDRESS: kim@galescreek.com
	PRODUCER CUSTOMER ID #: 00005843
INSURED Luna Kids Dance, Inc. P.O. Box 9056 Berkeley CA 94709	INSURER(S) AFFORDING COVERAGE
	INSURER A: Riverport Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2010 to 2011 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 SUBR INSR 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	RIC0010517	9/19/2010	9/19/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	RIC0010517	9/19/2010	9/19/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					
	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: Fillmore Rydeen
1025 Second Avenue
Oakland, CA 94606

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/KIM

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for 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: 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

OUSD Staff Contact Emails about this contract should be sent to: Yesenia.Alamillo@ousd.k12.ca.us

Contractor Information

Contractor Name	Luna Kids Dance	Agency's Contact	Nancy Ng				
OUSD Vendor ID #	1023848	Title	Director of Community Development				
Street Address	P.O. Box 8473	City	Emeryville	State	CA	Zip	94662
Telephone	(510) 428-1155	Email	nng@lunadanceinstitute.org				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/06/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours	120.00	Total Contract Amount	\$ 12,000.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0089	Measure G Arts	1741118199	5825	\$ 12,000.00
			5825	\$
			5825	\$
Requisition No.	R020152		Total Contract Amount	\$ 12,000.00

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

1.	Administrator / Manager (Originator)	Name	Brandee Stewart	Phone	(510) 879-1740
	Site / Department	Thurgood Marshall Elementary School		Fax	(510) 879-1749
	Signature	<i>Brandee Stewart</i>		Date Approved	9/28/2011
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<input 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				
	Signature	<i>[Signature]</i>		Date Approved	10/5/11
4.	Deputy Superintendent, Instructional Leadership / Deputy Superintendent Business Operations				<input type="checkbox"/> Consultant Aggregate Under \$50,000
	Signature	<i>Maria Santos</i>		Date Approved	10-12-11
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received		PO Number	P1202948	

1346