



RICHMOND PUBLICSCHOOLS
Procurement & Property Management
2325 Maury St, Richmond, VA 23224

NOTICE OF SOLE SOURCE AWARD

DATE OF AWARD: December 03rd, 2024

COMMODITY: 92400 Educational/Training Services

SOLE SOURCE #: 24-7106-12

CONTRACTOR/VENDOR: Dancing Scholars of Virginia

Pursuant to Section 2.2-4303(E) of the Virginia Public Procurement Act, Notice is hereby given that Richmond Public Schools has determined there is only one source practically available for the commodity listed above. Therefore, RPS awarded a sole source contract to the above referenced vendor.

Cody Shelton

Procurement Officer
Cody Shelton
Cshelto2@rvaschools.net

SS# 24-7106-12

PRICE REASONABLENESS DETERMINATION FOR

Dancing Scholars Virginia

A. PURPOSE:

A written price reasonableness determination is required to determine if prices bid or offered are fair and reasonable when:

- a. Competition is restricted or lacking,
- b. Prices offered do not appear to be fair and reasonable,
- c. Sole source procurements (over \$10,000.00)
- d. Single response (Quote, bid or offer) received
- e. Contract changes/modifications
- f. Contract renewals
- g. Co-Operative Agreements
- h. Emergency Procurement

This determination may include the degree of competition, market conditions, quality, location, inflation, value, technology and unique requirements of the procuring agency. The determination may be based on price analysis (comparison with prices previously paid, prices charged for functionally similar items, prices paid by other consumers, prices set forth in a public price list or commercial catalog, or state estimates) or through the analysis of price-to-unit variations, value analysis (make-or-buy study), or cost analysis. It must be supported by factual evidence in sufficient detail to demonstrate why the proposed price is deemed to be fair and reasonable. A combination of these methods may be necessary. **The final signed copy of this determination must be included in the procurement file.**

B. WHY COMPETITION WAS NOT USED FOR THIS PROCUREMENT (If Applicable):

Dancing Scholars Virginia, formerly known as Dancing Classrooms Greater Richmond, is the only provider of Dancing Classrooms program in Virginia offering social and emotional learning (SEL)

C. PRICE REASONABLENESS DETERMINATION:

The following describes the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers. If a determination was made that the prices offered were not fair and reasonable, a decision was made whether to seek broader competition through a re-solicitation, to revise specifications and re-compete, or to negotiate a better price identified through the price analysis process.

- ☐ Competition Received (give details in summary section how many offerors/bidders etc)
- ☐ Commercial Catalog/ Published Pricing List (Vendor's published price list and documented discount):
Website(if online):

Catalog Number; Date Published and Page Number if applicable:

- ☐ Established Market Price (explain in the summary area if applicable)
- ☒ Comparison with Prior Purchase of Same or Similar Item/Service: (If applicable list Contractor, Contract/Order Number; Date Purchased, Quantity, Unit, Unit Price and Basis that purchase was determined fair and reasonable. Invoices or cost sheets from prior state contracts, Comparisons to other vendors' prices for similar products/services (RFQ), Comparison to similar purchases by

SS# 24-7106-12

- ☒ other schools in the summary area)
Price Analysis By Procurement Officer or Technical Personnel or Historical Cost/Price Comparison (Include review of data, wage rate comparisons, evaluation of sample, etc. in summary if applicable)
- ☐ Other: (Ex: Pricing was not able to be determined fair and reasonable. If so, explain in summary.

D. SUMMARY OF PRICE REASONABLENESS: (This summary should include ALL factors used to determine this purchase fair and reasonable.)

Dancing Scholars Virginia, formerly known as Dancing Classrooms Greater Richmond, has partnered with RPS to offer comprehensive social and emotional learning to 5th graders within the district for 12 years. The rate offered aligns with historical pricing.

Completed By:
Title:

Cody Shelton

E. PRICE REASONABLENESS CERTIFICATION:

I certify that the aforementioned information has been verified and that the price of this contract/Purchase Order is determined fair and reasonable or that an attempt has been made to obtain the best price available to Richmond Public Schools for these Goods/Services at this time.

Procurement Manager or Director Concurrence:

Melissa Wease

Print Name: Melissa Wease

Agency Head/Designee Signature of Approval and Title:

Shareyna Chang

Print Name: Shareyna Chang

SOLE SOURCE INSTRUCTIONS

The purpose of these instructions is to provide guidance on completing the attached Request for Sole Source form.

It is the intent of Richmond Public Schools that contracts be awarded on a competitive basis and that the use of a sole source procurement be limited to those instances where only one source is practicably available.

Definitions

Sole Source: only one source is practicably available for the goods or services required. Competition is not available in a sole source situation. A written determination, approval from the Superintendent, and public posting are required by law.

The using department/school shall submit a purchase requisition (unapproved purchase order) the Procurement Department with the Request for Sole Source form attached.

- Complete the information at the top part of the form.
- The using department/school is responsible for responding to Items 1 through 4 by providing appropriate justification to substantiate the request.
- Items 5 and 6 may be completed by the using department/school or left for the Procurement Department to complete.
- Completion of the Request for Sole Source form **does not constitute approval**.

Item 1, **Good or Service**, calls for an explanation as to why this is the only good or service that meets the needs of the using department/school. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility, i.e.:

- the department/school owns a piece of equipment and a part is needed that must be compatible with the existing equipment;
- existing software requires maintenance and can only be provided by the manufacturer of the software.
- the department/school previously purchased a particular software program and now the software needs to be upgraded. The upgrade is only available from the software manufacturer.

Occasionally a using department/school will conduct research and then pick the good or service they think is best. That is **not a sole source** and circumvents the competitive procurement process. In these cases, please consult with the Procurement Department prior to conducting the research.

Item 2, **Vendor**, should be used to explain why this is the only source that can provide the good or service. For example:

- the vendor is the manufacturer of the software and it does not allow other companies to provide maintenance;
- the vendor is the manufacturer of the piece of equipment and parts are only available from the manufacturer. They do not sell through distributors.

In addition, the using department/school must attach to the Request For Sole Source form a letter from

the manufacturer and/or vendor that explains that they are the only source and why, as well as a quote that details that which is to be purchased.

Item 3, **Future Purchases**, requires the end user to consider whether or not the purchase of this good or service will obligate us to this particular vendor in the future. For example:

- if a piece of equipment is purchased and that equipment requires parts to be purchased from the same vendor.

Item 4, **Additional Comments**, allows the using department/school to add any comments that they feel would be relevant to the sole source request.

Item 5, **Price Reasonableness**, requires that a determination be made in writing that documents that the price Richmond Public Schools pays is fair and reasonable. The written determination of price reasonableness may be based on:

1. **Price Analysis** – Comparison with:
 - a. prices previously paid
 - b. prices charged for functionally similar items
 - c. prices paid by other consumers – **Suggestion:** Ask the vendor for copies of invoices or names of other customers
 - d. prices set forth in a public list or commercial catalog
2. **Value Analysis or Cost Analysis**
 - a. make or buy study
 - b. analysis of price-to-unit variations
 - c. life cycle cost analysis

The written determination must be supported by factual evidence in sufficient detail to demonstrate why the proposed price is deemed to be reasonable.

Item 6, **Negotiations**, may involve more than just price and will often require the negotiation of terms and conditions. If goods/services are required for multiple years, the contract term and pricing should be negotiated here accordingly.

REQUEST FOR SOLE SOURCE Submit to the Procurement Department with Requisition (Unapproved PO)
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To: Procurement Department Date: Nov 22, 2024

From: Stefanie Ramsey with Academics
 (Name) (Department/School)

Title: Coordinator Athletics Phone: _____

Subject: Sole Source Request for the Purchase of: [Ballroom Dancing Initiative]

Requested Vendor: [Dancing Scholar Virginia, formerly known as Dancing Classrooms Greater Richmond]

Requisition (Unapproved PO) Number: 167446 Cost Estimate: \$38,000

The following sole source is based upon an objective review of the goods/services required and is believed to be in the best interest of the Department/School.

This is a sole source because the vendor is:

- ☒ sole provider of licensed, copyrighted, or patented goods or services
- ☐ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services relative to current investment. Current Investment= \$_____
- ☐ sole provider of factory-authorized warranty service
- ☐ sole provider of goods or services that meet the specialized needs of the department/school or performs the intended function
- ☐ Other:

Please respond to Items 1 through 4 (include attachments if necessary).

1. Good or Service: Explain why this is the only good or service that can meet the needs of the department/school.

Dancing Scholars Virginia, formerly known as Dancing Classrooms Greater Richmond, is the only provider of Dancing Classrooms program in Virginia offering social and emotional learning (SEL) through an innovative dance curriculum.

2. Vendor: Provide an explanation for each of the following:

- A. Explain the efforts made to find the good or service from other vendors. List vendors contacted, individuals contact information and why their goods or services do not meet the requirements of this request.
- The only provider of Dancing Classrooms program in Virginia

B. Explain why this vendor is the only practicably available source from which to obtain this good or service.

The only provider of Dancing Classrooms program in Virginia

C. Attach quote from requested vendor.

D. Attach justification letter from the vendor.

3. Future Purchases: Will this purchase obligate us to this particular vendor for future purchases (goods, services, maintenance)?

x ☐

No

☐

Yes, if so, please explain:

4. Additional Comments: Please provide any additional comments or history that may support your request.

The using department/school may respond to Items 5 and 6 or leave this section for the Procurement Department to complete.

5. Price Reasonableness: Explain why the price is considered reasonable.

Cost estimate provided aligns with pricing we've received through previous years.

6. Negotiations: Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price, terms, and conditions.

A separate signed MOU has been negotiated and completed. The MOU in question will be included in the sole source documentation.

Melissa Wease

12/3/2024 | 12:54 EST

Procurement & Property Management Director

Dana B. Fox

12/4/2024 | 10:57 EST

Chief Operating Officer

Shareyna Chang

12/4/2024 | 16:28 EST

Chief of Staff

Partner Agreement
between
Richmond Public Schools
and
Dancing Scholars Virginia

This Partner Agreement (PA) sets forth the terms and Agreement between Richmond Public Schools (RPS) and Dancing Scholars Virginia, formerly known as Dancing Classrooms Greater Richmond.

Purpose

The purpose of this Agreement is to outline the partnership between Dancing Scholars Virginia and RPS and to establish roles and responsibilities of each party.

Background

Dancing Scholars Virginia (formerly known as Dancing Classrooms Greater Richmond) has been an established partner of Richmond Public Schools (RPS) for more than 12 years. This partnership focuses on providing a comprehensive social and emotional learning program to 5th graders within the district. Central to our collaboration is the 20-lesson, 10-week Dancing Classrooms program, which is integrated into the school day. Our mission is to cultivate engaged learners, collaborative leaders, and inclusive spaces through the joyful art and practice of social dance. This program not only enriches the students' educational experience but also enhances their interpersonal skills and cultural awareness.

Responsibilities of Dancing Scholars Virginia:

- Dancing Classrooms will provide 5th grade students in 19 classrooms with 20 dance lessons conducted twice a week.
- Dancing Classrooms lessons/programs will be executed by qualified Dancing Classrooms Teaching Artists.
- Dancing Classrooms lessons/programs will be held during the school day.
- Dancing Classrooms programs services will be delivered through direct, in-person instruction.

If Dancing Scholars Virginia is holding its activities on school grounds or in a school building after hours, Dancing Scholars Virginia agrees to complete an RPS facilities reservation as needed.

Dancing Scholars Virginia will provide appropriate supervision to ensure that all its participants who are RPS students adhere to the Student Code of Responsible Ethics (SCORE) while participating in the program.

Responsibilities of RPS

RPS agrees it will make every attempt to have the building administrator give Dancing Scholars Virginia at least twenty-four (24) hours' notice if the space reserved for Dancing Scholars Virginia will not be available for use by Dancing Scholars Virginia on a particular day or for a particular period of time.

Value

Dancing Scholars Virginia provides a comprehensive 10-week Dancing Classrooms program that fosters Social Emotional Learning (SEL), equipping students with critical life skills such as motivation, collaboration, and empathy. These skills are essential for developing into compassionate human beings in today's challenging world. The program's direct impacts include improved self-esteem, enhanced social connections, and increased student engagement, which in turn lead to better academic and behavioral performance in and out of school.

RPS contributes \$38,000, which covers the implementation of the program in 19 classrooms. The attached budget provides a detailed breakdown of program costs and allocations.

Results

Dancing Scholars Virginia seeks the following outcomes (Please tell us what your organization hopes to accomplish for the students of RPS with this partnership.)

- **Enhanced Social Emotional Learning (SEL):** Our goal is to cultivate essential life skills such as motivation, collaboration, and empathy among students. By integrating SEL into the curriculum, we aim to help students develop into well-rounded, compassionate individuals capable of navigating the complexities of today's society.
- **Improved Academic and Behavioral Performance:** Through our program, we expect to see a marked improvement in students' engagement and overall behavior in school. Historical data shows that students participating in the Dancing Classrooms program demonstrate enhanced performance both academically and socially, leading to a more cohesive learning environment.
- **Increased Student Engagement and Motivation:** We aim for a significant rise in student involvement in their own learning processes, with 95% of participants reporting increased engagement and motivation after completing our program.
- **Development of Self-Discipline and Focus:** By the end of the 10-week program, we anticipate that 89% of students will show increased self-discipline and focus, essential skills for academic success and everyday life.
- **Strengthened Neural Connectivity and Mental Resilience:** Participating in our arts-based program is expected to enhance neural connectivity and resilience in students, leading to improved memory processing and self-awareness, as demonstrated in past participants over similar durations.
- **Enhanced Social Confidence and Teamwork Skills:** Our program encourages students to engage with peers and adults in a structured setting, which is proven to boost social confidence and collaborative skills, with 93% of students enhancing their teamwork abilities.
- **Promotion of a Healthier, More Active Lifestyle:** By providing an additional physical activity outlet, Dancing Classrooms program aims to help students meet the recommended daily exercise guidelines, fostering healthy lifestyle habits that can extend beyond their school years.

These outcomes not only support the students' immediate educational and personal growth but also lay the foundation for their long-term success and well-being.

Dancing Scholars Virginia will provide RPS with an annual report on achieving these objectives using any data collected during the course of the partnership. This report shall be sent to the RPS Community Partnerships Coordinator no later than June 30, 2025.

Duration

This PA may be modified in writing by the mutual consent of authorized officials from RPS and Dancing Scholars Virginia. This PA shall become effective upon signature by the authorized officials from both parties and will remain in effect until July 31, 2025. Either party can terminate this Agreement for any reason with 60 days written notice.

Certification

Dancing Scholars Virginia certifies to RPS by the signing of this document that all volunteers, interns, partners, and/or employees who will have direct contact with students and/or will be present on RPS property when school age children are present have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Code of Virginia § 19.2-392.02, any offense involving sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense, or any crime of moral turpitude, and would otherwise meet the requirements to be employed by school division under Virginia law. Convictions for any violent felony as stated above and certain misdemeanors are strictly prohibited.

Please refer to the Volunteer Background Prohibited Sheet for more information. If it is discovered that Dancing Scholars Virginia did not notify RPS of a charge or conviction of one of its employees, interns, partners, and/or volunteers participating in the program of a violent felony as defined above or any offense listed on the strictly prohibited list, RPS may terminate this agreement immediately upon written notification to Dancing Scholars Virginia. If the agreement is discontinued due to the failure of Dancing Scholars Virginia to notify RPS of the charge or

conviction of one of its employees or volunteers participating in the program of a violent felony as defined above or any offense involving sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense, or any crime of moral turpitude, permission of any and all employees, interns, partners, or volunteers of Dancing Scholars Virginia to have direct contact with students and/or enter upon an RPS campus will be immediately revoked.

Dancing Scholars Virginia agrees that, at the request of RPS, agrees that, at the request of RPS, and in its sole discretion, an employee or volunteer assigned to the program(s) subject to this Agreement, will be reassigned to a more appropriate placement in RPS or will be removed from RPS completely.

Confidentiality

In the course of providing services during the term of the Agreement, Dancing Scholars Virginia may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and its implementing regulations, and Virginia state law. Such information is considered confidential and is protected by FERPA. To the extent that Dancing Scholars Virginia has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Dancing Scholars Virginia agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law, Dancing Scholars Virginia shall not disclose or share education records with any third party unless permitted by the terms of the Agreement or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Dancing Scholars Virginia under this Agreement.

In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant state law or regulations, Dancing Scholars Virginia will immediately inform RPS of such request in writing. Dancing Scholars Virginia shall not provide direct access to such data or information or respond to individual requests. Dancing Scholars Virginia shall only retrieve such data or information upon receipt of, and in accordance with, written directions by RPS and shall only provide such data and information to RPS. It shall be RPS's sole responsibility to respond to requests for data or information received by Dancing Scholars Virginia. Should Dancing Scholars Virginia receive a court order or lawfully issued subpoena seeking the release of such data or information, Dancing Scholars Virginia shall provide immediate notification to RPS of its receipt of such court order or lawfully issued subpoena and shall immediately provide RPS with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

If Dancing Scholars Virginia experiences a security breach concerning any education records covered by this Agreement, then Dancing scholars Virginia will immediately notify RPS and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at RPS's discretion, result in cancellation of further consideration for contract award. In addition, Dancing Scholars Virginia agrees to indemnify and hold the RPS harmless for any loss, cost, damage or expense suffered by RPS, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

Upon termination of Agreement, Dancing Scholars Virginia shall return and/or destroy all education records and other data or information received from RPS upon, and in accordance with, direction from RPS. Dancing Scholars Virginia shall not retain copies of any education records or data or information received from RPS once RPS has directed Dancing Scholars Virginia as to how such information shall be returned to RPS and/or destroyed. Furthermore, Dancing Scholars Virginia shall ensure that it disposes of any and all education records and data or information received from RPS in a RPS-approved manner and in a manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

Dancing Scholars Virginia agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Va. Code §22.1-287, for any and all student records and information that it receives from RPS. Additionally, Dancing Scholars Virginia agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student health records and information, including but not limited to the Health Information Portability and Accountability Act (HIPAA) and Va. Code §32.1-127.1:03, for any and all student health records and information that it receives from RPS. Under no circumstances will any and all information provided by RPS be released by Dancing Scholars Virginia to any third party without the written permission of the parent or guardian of the student participating in the program and/or the adult student participating in the program.

Limited Liability of RPS and Insurance

RPS shall not be responsible for any and all personal injury and/or property damage that occurs to the employees, volunteers or participants of Dancing Scholars Virginia while on and/or traveling to and/or from and/or between any RPS property, and/or involved in any activities that are being held or implemented pursuant to this Agreement.

Each party shall carry sufficient insurance to cover each party's obligations and responsibilities under this Agreement, as well as any other insurance required by law.

Authority to Transact Business in Virginia

Dancing Scholars Virginia warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia and that the identification number issued to it by the Virginia State Corporation Commission is #07499908.

Anti-Discrimination

Dancing Scholars Virginia will not discriminate against any student or staff who wants to participate in its activities because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, and/or any other basis prohibited by federal or state law relating to discrimination. Per the terms of this agreement, if a disability prevents a student or staff member who would like to participate from participating in the program, Dancing Scholars Virginia will offer a similar but alternative activity where a person with a disability can participate.

The School Board does not discriminate against faith-based organizations.

Dancing Scholars Virginia represents and warrants that it does not, and shall not during the performance of the Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Nondiscrimination

During the performance of this PA, Dancing Scholars Virginia agrees as follows:

- 1) Dancing Scholars Virginia will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment disabilities, except where religion, sex or national origin there is a bona fide occupational qualification reasonably necessary to the normal operation of the Dancing Scholars Virginia. Dancing Scholars Virginia agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which Dancing Scholars Virginia has contracts over \$10,000.00.
- 2) Dancing Scholars Virginia, in all solicitations or advertisements for employees placed by or on behalf of the Dancing Scholars Virginia, will state that such Dancing Scholars Virginia vendor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.

Dancing Scholars Virginia will include the provisions of above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug Free Workplace

During the performance of the Agreement Dancing Scholars Virginia agrees to (1) provide a drug-free workplace for Dancing Scholars Virginia's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Dancing Scholars Virginia's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of Dancing Scholars Virginia that Dancing Scholars Virginia maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Dancing Scholars Virginia. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the Agreement.

Prompt Payment Requirements for Subcontractors

If subcontractors are used in the performance of the Agreement:

Dancing Scholars Virginia shall take one of the two following actions within seven days after receipt of amounts paid to it for work performed by a subcontractor:

- 1) Pay the subcontractor for the proportionate share of the total payment received from the Customer attributable to the work performed by the subcontractor; or
- 2) Notify the Customer and subcontractor, in writing, of Dancing Scholars Virginia's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Dancing Scholars Virginia shall provide the Customer with its federal employer identification number prior to receiving any payments hereunder.

Dancing Scholars Virginia shall pay interest to the subcontractor on all amounts owed by it that remain unpaid after seven days following receipt by it of payment from the Customer for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph b above.

Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month for amounts owed to a subcontractor.

Dancing Scholars Virginia shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

Dancing Scholars Virginia's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this paragraph shall not be construed to be an obligation of the Customer. The contract shall not be modified for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Mutual Agreement

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both Dancing Scholars Virginia and RPS.

Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this PA shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this PA.

No Waiver

Any failure of a party to enforce that party's rights under any provision of this PA shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

Governing Law

This PA shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to this PA shall be the Circuit Court of the City of Richmond and/or any federal courts located in and/or that serve the City of Richmond.

Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. The parties are bound under the terms of this PA only to the extent funds are available to perform its obligations hereunder.

Contact Information

Nannette Bailey
Community Partnerships Coordinator
Richmond Public Schools
119 W Leigh St, Richmond, VA 23220, 3rd Floor
Richmond, VA 23219
(804) 584-7916
nbailey2@rvaschools.net

Mariya Vysotskaya
Executive Director
Dancing Scholars Virginia
5806 Grove Ave., #330, Richmond, VA, 23226
804.385.8204
maria@dancingclassroomsgrva.org

Reviewed

Danielle Greene-Bell / 11/7/2024 | 12:44 EST
Danielle Greene-Bell, Chief Engagement Officer / Date
Richmond Public Schools

Leslie Wiggins / 11/7/2024 | 10:06 EST
Leslie Wiggins, Chief Academic Officer – Elementary / Date
Richmond Public Schools

CERTIFICATION

Name of Entity: Dancing Scholars Virginia ("Entity")

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby states that the undersigned has the authority to make the following certification on behalf of the Entity and hereby certifies as follows:

(i) that none of the employees, contractors, agents, interns, or volunteers of the Entity who will have direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, and

(ii) and that they have not been convicted of a crime of moral turpitude.

I further understand that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class I misdemeanor.

If you checked the box indicating an employee, contractor, agent, intern, or volunteer has been convicted of a crime of moral turpitude, list their name, the nature of the crime, the date, and court of conviction below:

<u>Name</u>	<u>Nature of Crime</u>	<u>Date</u>	<u>Court of Conviction</u>
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Date: 10/30/24

Signature:





November 22nd, 2024

Richmond Public Schools
301 N. 9th St, 17th Fl.
Richmond, VA, 23219

Dancing Scholars Virginia, formerly known as Dancing Classrooms Greater Richmond, is the only provider of Dancing Classrooms program in Virginia offering social and emotional learning (SEL) through an innovative dance curriculum. Our program uniquely combines ballroom and social dance with core SEL principles, making it a singular resource for fostering personal development, mutual respect, and teamwork in a school-based setting.

Since the beginning of our partnership with Richmond Public Schools in 2012, this program has been instrumental in enriching the lives of over 8,000 students in the Greater Richmond area. As we continue to expand our reach, our commitment to supporting students' personal and social growth remains steadfast, empowering children to embrace their potential within and beyond the classroom.

We look forward to continuing our mission of supporting student growth and enrichment within Richmond Public Schools.

Sincerely,

A handwritten signature in black ink, appearing to read "Mariya", with a long horizontal line extending from the end of the signature.

Mariya Vysotskaya
Executive Director
Dancing Scholars Virginia

5806 Grove Ave., Box 330, Richmond, VA, 23226

Phone: 804 385 8204

maria@dancingclassroomsgrva.org www.dancingclassroomsgrva.org