Board Office Use: Legislative File Info.									
File ID Number	19-0876								
Introduction Date	5/22/2019								
Enactment Number	19-0793								
Enactment Date	5/22/19 os								



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Andrea Bustamante, Executive Director, Community Schools & Student Services Department

Julie McCalmont, Coordinator, Expanded Learning Programs

Board Meeting Date <u>5/22/2019</u>

Subject Professional Services Contract

Contractor: Aim High for High School

Services For: 922/Community Schools & Student Services Department

Action Requested and Recommendation

Ratification by the Board of Education of Professional Services Contract between the District and Aim High for High School, San Francisco, CA, for the latter to provide six hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the Summer and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements at Urban Promise Academy for the period of May 15, 2019 through July 31, 2019 in an amount not to exceed \$14,560.00. For Summer Learning Programs, 2019, contractor will provide in-kind services for Fiscal Year 2018-2019 (May-June, 2019) Summer services. Per 21st Century guidelines, contract amount will pay for Fiscal Year 2019-2020 (July, 2019) services.

Background

(Why do we need these services? Why have you selected this vendor?) OUSD's 21st Century Community Learning Center (21st CCLC) grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, OUSD is contracting with community partners to provide six hours daily of summer academic, enrichment, and physical activity services to OUSD students for 2 – 6 weeks over the summer. Summer services will be delivered at OUSD school sites. Summer providers will work in partnership with OUSD's After School and Summer Learning units to align summer program goals with district priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: Madison Park Business and Art Academy – Upper Campus.

Competitively Bid

Was this contract competitively bid? No

If no, exception: Professional Services Agreement under \$90,200.00

Fiscal Impact

Funding resource(s):



Attachments

- Professional Services Contract Including Scope of Work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB Screening Documentation
- Statement of Qualifications

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PROFESSIONAL SERVICES CONTRACT 2018-2019

This Agreement is entered into between Aim High for High School (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows: Services: CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference. Terms: The term of this Agreement shall be from 5/15/2019 (or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$90,200 in the current fiscal year; or, approval by the ___. The work shall be completed no 7/31/2019 later than Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Fourteen Thousand Five Hundred Sixty Dollars (\$ 14,560.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor. materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs. If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A." attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD. OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by OUSD and in that case must be replaced by CONTRACTOR without delay. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

- 5. CONTRACTOR Qualifications / Performance of Services:
 - CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to
 provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United
 States of America, and all local laws, ordinances and,/or regulations, as they may apply.
 - 2. Standard of Care: CONTRACTOR represents 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 and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - i. CONTRACTOR shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - ii. CONTRACTOR shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that CONTRACTOR or its employees may discover. CONTRACTOR shall use professional efforts in identifying any errors, inconsistencies, or omissions.

Requisition No.	19/20 Funds	P.O. No	

OUSD Papragantativa

- District Approval. The work completed herein must meet the approval of OUSD and shall be subject to OUSD's general right of
 inspection and supervision to secure the satisfactory completion thereof.
- Certificates/Permits/Licenses/Registration: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain
 in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant
 to this agreement.
- 7. Invoicing: Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- 8. 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:

OO3D Representative.	CONTRACTOR.						
Name: Julie McCalmont	Name: Alec Lee						
Site /Dept.:Community Schools and Student Services Departmen	Title: Executive Directoy						
Address: 1000 Broadway, Suite 150	Address: 2030 Harrison St, 3rd Floor						
Oakland, CA 94607	San Francisco, CA	94110					
Phone: 510-879-2709	Phone: 415-551-2301						
Email: julie.mccalmont @ousd.org	Email: alee@aimhigh.org						

CONTRACTOR:

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.

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. 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
 - ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). 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 from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. **Assignment**: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 12. Non-Discrimination: It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD

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Professional Services Contract

policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

13. **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.

14. Termination:

- For Convenience by OUSD: OUSD may at any time terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by OUSD shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by CONTRACTOR or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- With Cause by District. OUSD may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this Agreement by the CONTRACTOR; or
 - ii. any act by CONTRACTOR exposing OUSD to liability to others for personal injury or property damage; or
 - iii. CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency.

Written notice by OUSD shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, OUSD may secure the required Services from another CONTRACTOR. If the expense, fees, and/or costs to OUSD exceeds the cost of providing the Services pursuant to this Agreement, CONTRACTOR shall immediately pay the excess expense, fees, and/or costs to OUSD upon the receipt of OUSD's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to OUSD.

Upon termination, CONTRACTOR shall provide OUSD with all documents produced maintained or collected by CONTRACTOR pursuant to this Agreement, whether or not such documents are final or draft documents.

- 15. Conduct of CONTRACTOR: By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 - 1. Tuberculosis Screening: CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within the prior 60 days. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
 - 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 contact with OUSD pupils in providing services to the District under this Agreement."

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

- 16. **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.
- 17. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate CONTRACTOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate CONTRACTOR and 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).
- 18. 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

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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.

- 19. Confidentiality: CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 20. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.
 - 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.
- 21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 22. **Severability**: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 23. **Provisions Required By Law Deemed Inserted**: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 24. Captions and Interpretations: Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 25. Calculation of Time: For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 26. 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 (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use 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.
- 27. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 28. **Litigation**: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 29. **Incorporation of Recitals and Exhibits**: Any recitals and exhibits attached to this Agreement are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 30. 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.

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Professional Services Contract

- 31. **Drug-Free / Smoke Free Policy**: No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
- 32. 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.
- 33. 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.
- 34. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 35. Indemnification: To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this Agreement.
- 38. Contract Publicly Posted: This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 37. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR	
Aima Eng	5/23/19	(Vec)	4/19/19
X President, Board of Education	Date	Contractor Signature	Date
☐ Superintendent			-0.0
☐ Chief or Deputy Chief		Alec Lee	
West	5/23/19	Executive Directory	
18.1-mile	3/23/19	Print Name, Title	
Secretary, Board of Education	Date		

Form approved by OUSD General Counsel for 2018-19 FY

EXHIBIT "A" SCOPE OF WORK

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

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.

Contractor will provide six hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the Summer and After School Programs Office to ensure that students in need receive at least 6 hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment, communicate with families regularly, fulfill OUSD grant reporting requirements including submission of summer attendance records, and maintain communication with the OUSD Summer and After School units to review progress on summer program goals; comply with 21st CCLC grant requirements at Urban Promise Academy. For Summer Learning Programs, 2019, contractor will provide inkind services for Fiscal Year 2018-2019 (May-June, 2019) Summer services. Per 21st Century guidelines, contract amount will pay for Fiscal Year 2019-2020 (July, 2019) services.

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Professional Services Contract

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.

Summer learning programs are critical in countering summer learning loss in students. Students will greatly benefit from the opportunity to participate in a full 6-hour summer learning program. The summer learning program will provide students with a safe and supportive place to spend their summer. Students' physical and social-emotional health and well-being will be supported through the summer program's academic, enrichment, and support services. As a result of the summer learning program, students will return to school in the fall feeling more engaged in learning, more connected to the school community, and less affected by summer learning loss. As a result, students will be more prepared to engage in a new school year of learning and more ready to attend school on a daily basis.

3.	Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds):
	Please select:
	Action Item included in Board Approved SPSA (no additional documentation required) – 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.

- 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.

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program closure dates during this no programming on July 4 Program Dates: (note any June 17-July 19 (staff and June 10-July 19 (staff) students) period) OUSD Summer 2019 Lead Agency Summer Program Plan Grades Served: Suprest to OUSD Expended Learning Office by March 22rd Summer Hub: Urban Promise Academy 6-9 Attendance (ADA) Number: 140 Target Summer Average Daily Urban Promise Academy Summer Hub Site: SECTION 1: Summer Program Snapshot Lead Agency Name:

SECTION 2: Lead Agency Assurances

Please review and initial each item and sign below.

I understand that my program's goal is to achieve at least 85% of the above attendance target this summer. I understand that if my summer site falls below 85% of this attendance target by the end of the 1st week of the summer program, I will be required to submit an aggressive student recruitment and retention plan to the OUSD Expanded Learning Office, detailing my program's efforts to raise attendance numbers for the remainder of the summer. I understand that my agency's contracted summer funds are based on the above average daily attendance target number. My program will over-enroll appropriately to ensure that we reach this attendance target. I understand that if my program falls short of 85% of this attendance target by the end of the first week of program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers, and to support my student recruitment and retention plan for the remainder of the summer.

cross check signatures on my daily sign in/out sheets with numbers inputted into Cityspan to ensure that the numbers match up and that Cityspan accurately I understand that I am required to input my actual attendance numbers into the Cityspan attendance system daily during the summer program. I will reports my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.

I understand that I am required to submit electronic copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30th by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.

compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, ____ understand that OUSD's 21st Century federal grant funds are funding my summer program. I understand that I am required to follow all grant

I understand that if I am running an A+B summer program model, these are requirements regarding my program hours of operation: Morning summer school will operate from approximately 8:15 - 12:15 daily. My afternoon summer program will operate from approximately 12:15 - 3:15 daily. All students must be off-site by 3:30pm and staff must be off site by 3:40 as the building will be promptly locked at 4pm daily,

pm. My agency will be responsible for covering any extra custodial costs if my program runs beyond four to six weeks, and beyond the hours of 3:15 pm daily. If I am a stand-alone 6 hour program, I understand that OUSD will only cover custodial costs for four to six weeks of my summer program until 3:15

I understand OUSD Summer Programs are intended to be free programs. If program fees are charged, a sliding scale must be offered and students qualified for program participation cannot be turned away due to inability to pay.

Name and Signature of Summer Lead Agency Director: __Benjie Achtenberg.



SECTION 3: Summer Calendar and Daily Schedul

- Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities ie. your summer end family celebration) by May 18th. ®
- Please turn in a copy of your daily schedule detailing your full 6 hour program (Note: sites that are using the A+B model must include the moming academic program in the daily schedule you submit) by May 18th. <u>a</u>
- Please note that all programs under the A+B model will be expected to provide daily hands on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), between the hours of 12:15 – 3:15.
- Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

SECTION 4: Summer Program Recruitment and Refertion Strategies and Timeline

Briefly describe your articipated summer program student recruitment and retention activities and timeline.

All summer hubs will be required to offer a parent orientation before program begins. Collaborate with your principal to identify a date

The date of my parent orientation is: ____Wednesday, June 12th, 2019

Recruitment:

schools in the area. We present in 5th and 6th grade classrooms, hand out applications, follow up with a point person at each school and support students in We are have been and continue to do classroom presentations at MPA Lower and in the middle school classrooms at MPA, as well as many other OUSD completing applications as needed. We return to each school site to collect completed applications.

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Retention:

We have mailed re-enrollment postcards and paperwork to all students who attended last summer. We also follow up with individual students and families via phone and text, to make sure the received the paperwork and are planning to re-enroll.

SECTION 5: Summer Line Staff Information (if known at this time)

professionals in Oakland, we are particularly interested in seeing current, highly qualified Cakland after school workers be our OUSD Summer Hubs. Please list the name(s) of line stall tehom, you intend to hire as part of your summer program s needed.) Please note that the summer program must have a maximum 1,20 squit to saidentificio. To promote continuity between OUSD after Scincol and summer programs, and to provide year-round work opportuniti

Summer staff must meet the minimum staff qualifications according to the 21" Century grant requirements.

- Nust pass fingerprint background clearance by DOJ and FBI
 - Wast have TB clearance
- はいいる With have by the 2. Were of college (As semaster, Units), or pass the Instrictional Aide system semantalized by the Alemans Co.

Control Contro

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You will be sent a contact survey to send us information on line staff laber in the year. Please fill out the table below with information on your site conditions.

Important Note: Summer program staff in A+B programs will be expected to attend 12 -- 15 hours of OUSD summer line staff trainings The Sunainer Site Coordinator and summer program staff should be hired no later than liftry 4th.

Site Coordinator Name	Email	Current After School Site where he/she works	ng (grade & n)	# of yrs in working in after school	# of yrs working in summer programs	List any OUSD after school learning communities this staff member has participated in
David Ramirez	dramirez@aimhigh.org	nla	Site Director	n/a	9	n/a
Sandra Payne	spayne@aimhigh.org	n/a	Site Director	n/a	3	n/a

SECTION 6: Facilities

Plan with your site administrator whic start of program to 6.	ch rooms	and outside sp	hich rooms and outside spaces your after-school program will use Monday - Friday from the	will use M	onday - Friday from the
Indoors (specify room numbers and sp	space names)	es)	Outdoors		
Room Number & Name of Space	# of Students	Hours to be used	Room Number & Name of Space	# of Students	Hours to be used
Classrooms		7:45-4:30	field	135	8:30-3:30
gym		8:30-3:30			
cafeteria		8:00-3:30			

fee materials/process (i.e. parent letters, parent handbook, etc. meeting	☐ Attach a copy of written evidence of your program fee materials/process (i.e. parent letters, with agenda/minutes?
	Describe how fees will be communicated to school leaders/school community.
	Describe how all fees collected will be used on site for direct service in your summer program.
	Describe how your program plans to collect program fees and who will be exempt from paying fees or received a reduced fee?
	SECTION 6b : PROGRAM FEES (Continued)

Signature of Hub Site Principal:

Signature of Summer Lead Agency Dixector: 2

Action (a)	MIDDLE SCHOOLS 2018		
Site Name:	Urben Promise Academy		
Site #:			
Lead Agency	Alm High		
of summer	Am nigh		
tudents (ADA)	135		
of summer rogram days	24		
otal 21st CCLC Grant Funds	\$14.560	21st CCLC Grant Funds for Lead Acency	Lead Agency In 4 Contribu
	TOTAL CONTRACTED FUNDS	\$14,560	\$194,789
OOKS AND SU	(
4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$0	\$1
4310	Curriculum	40	\$5
5829	Fleid Trips (fees, supplies)		\$
	Bus tickets for students		
	Rental bus for field trips		\$
	Snacks		
	Incentives		
	Family Night supplies		
-	2010 March Hardenine		-
CONTRACTOR OF THE PARTY OF	Total hooks and supplies	\$0	\$7
ONTRACTED SA			
5825	Site Coordinator (list here if CBO staff) Academic Instructors (# of staff X total hours X hourly rate,		
5825	Including prep and training time)	\$14,000	\$12
5825	Enrichment Facilitators (# of staff X total hours X hourly rate including prep and training time)		
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development		
5825	Employee benefits		
5825			
5825			
5825	Total services	\$14,000	\$13
KIND DIPLECT	Submitted in the submit		
MAYANIN MINISTRA			
			_
	Total value of in-kind direct services		
UBTOTALS			
	Subtotals DRECT SERVICE	\$14,000	520
	Allowable lead agency admin (at 4% of contracted funds or less)	\$560	
OTALS:			
	Total budgeted per column	\$14,560	
	A SAN PARAMETER PROPERTY.	ROTTON CONTRACT	

Required Signatures for Budget Approval:

I Lead Agency: I I Date:	

Notes

- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- 2) These contracted summer funds are based on enticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.

NADAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2018

ACORD

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or 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 License # 0757776 CONTACT NAME: HUB International Insurance Services Inc. FAX (A/C, No):(415) 512-1115 PHONE (A/C, No, Ext): (415) 512-2100 44 Second Street San Francisco, CA 94105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Nonprofits' Insurance Alliance of California. Inc INSURER B : North American Elite Insurance Company INSURED 29700 Aim High for High School INSURER C : Michael Abbott INSURER D : P O Box 410715 San Francisco, CA 94117-0715 INSURER E : INSURER F: **CERTIFICATE NUMBER:** REVISION NUMBER: **COVERAGES** 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. POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER 1.000.000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EN OCCURE CLAIMS-MADE X OCCUR 500,000 2018-06799 06/01/2018 | 08/01/2019 X 20.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 X POLICY 1280-PRODUCTS - COMP/OP AGG Abuse & Molest 1,000,000 COMBINED SINGLE LIMIT (Ea accident) 1.000.000 AUTOMOBILE LIABILITY 06/01/201R ANY AUTO 2018-06799 06/01/2019 X BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) X X AUTOS ONLY NONSOWNED A X 5.00D.000 UMBRELLA LIAB OCCUR EACH OCCURRENCE 2018-06799-UMB 06/01/2018 | 06/01/2019 EXCESS LIAB CLAIMS-MADE Х 5.000.000 AGGREGATE 10,000 DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR) E.L. EACH ACCIDENT N/A EL DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below Employee Dishonesty DISEASE - POLICY LIMIT 2018-06799-PROP 06/01/2018 06/01/2019 100,060 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named Additional insured as respects work performed by the Named Insured per CG20260413 attached. *10 days notice for non-payment of premium CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE FOLICY PROVISIONS. Oakland Unified School District Attention: Risk Management 1000 Broadway, Suite 440 Oakaind, CA 94607 **AUTHORIZED REPRESENTATIVE** school

ACORD 25 (2016/03)

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POLICY NUMBER: 2018-06799

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): City of Oakland, its council members, directors, agents, employees and volunteers

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE FORM BUSINESS AUTO COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

City of Oakland, its Councilmembers, directors, officers, agents, employees, and volunteers

NIAC - E26 10 14 Page 1 of 1



March 29, 2019

To whom is may concern,

This letter is to verify that all employees, volunteers and agents of Aim High for High School, in partnership with the Oakland Unified School District will have fingerprint clearance through the Department of Justice and FBI, will have proof of an up to date TB clearance before June 10th, the first day of work with Aim High at OUSD School sites.

In partnership,

Benjie Achtenberg East Bay Regional Program Manager Aim High

P.O. Box 410715 • San Francisco, CA 94141 • Phone: (415) 551.2301 • Fax: (415) 551.2626 • www.aimhigh.org



Statement of Qualifications

Our Mission Aim High creates life-changing opportunities in the summer and beyond. Our community:

- NURTURES the promise and potential of middle school students from low-income neighborhoods.
- PREPARES students for high school, setting them on the path to college and future success.
- INSPIRES the next generation of teachers and educational leaders.

Our Vision Our vision is to close the opportunity and achievement gaps in Northern California through our transformational summer learning program. We envision every middle school student having access to joyful summer learning, inspired and innovative teachers, and the support they need to succeed in school and life.

History Since 1986, Aim High has worked to reduce the achievement and opportunity gaps prevalent among low-income middle school students. We serve students throughout their middle school years during the critical summer months, helping to prevent learning loss and prepare students for the upcoming school year and the transition to high school. Aim High is not a summer school of remediation. In our rigorous classes, youth begin to see their potential, work to prepare for the year ahead, look beyond to high school, and learn about the path to college.

Through this middle school program, Aim High makes a profound impact on emerging teachers. Our team-teaching model pairs veteran educators with high school and college interns, more than half of whom are Aim High graduates and other low-income students of color. This unique model serves two purposes: it inspires young people to pursue teaching careers, and it provides our middle school students with extra classroom attention from positive and diverse role models and mentors.

Aim High has a measurable record of accomplishment. We have grown from one campus to 18, trained 2,000 teachers and prepared nearly 10,000 low-income middle school students for high school, college and career success. We serve high-need neighborhoods in San Francisco, Oakland, East Palo Alto, Redwood City, San Rafael, Napa and the Tahoe-Truckee basin.

Once admitted to Aim High, students are welcomed back for the next three summers until they enter the ninth grade. And they are excited to return. Three-fourths of our students attend for multiple summers. This high retention results in positive outcomes: 91% of students report feeling more confident about doing their schoolwork in the upcoming year and 85% of students show improvement in their reading, writing, math and science.

As a result of their participation in our program, Aim High alumni graduate high school and enroll in college at twice the rate of their low-income peers. 98% of our alumni graduate from high school on time and enroll in college compared to 52% of low-income students nationally.

AIM

Statement of Qualifications

Our Model

Aim High's tuition-free, award-winning program begins in June annually and runs for five weeks. We guarantee admission for four summers, during grades six through nine. This allows us to support our students throughout the challenging transitions to middle school and to high school and provide them with a nurturing community. Our program includes the following:

- Low Student-to-Teacher Ratio All classes are team-taught by a veteran teacher and teaching assistants (local high school or college students). This model ensures that students receive the one-on-one support they need to strengthen fundamental skills, while providing Aim High alumni and other low-income students of color with meaningful job opportunities and inspiring them to pursue careers in education. Our 8:1 student-teacher ratio is significantly lower than the California average of 24:1 (the highest in the country).
- **Rigorous Academics** Aim High is not a summer school of remediation. Our curriculum is designed to reinforce what students learned the previous year and prepare them for the year ahead. Our math, science, and humanities classes offer students hands-on, project-based learning experiences.
- Social/Emotional Development—SEL learning is embedded into all Aim High classes and activities, and is focused on in our hallmark Issues and Choices class, which is offered daily alongside academic classes. In this adolescent development course, students explore difficult but important topics, including bullying, peer pressure, identity, community, and racism. Aim High believes social and emotional development is foundational to academic growth.
- Enrichment Electives—Aim High's enrichment classes weave together arts exploration, studies in culture and diversity, community service, and leadership skill development. Aim High youth learn how to choose positive activities that further their personal dreams and stretch their capacities.
- College/Career Awareness—Students participate in structured college and career awareness activities, such as college tours, career panels with local leaders, and career visits to local companies.
- Parent Engagement Aim High takes a holistic, community-based approach to learning. Each year, we engage the parents of our students with three events during our summer program. Families explore high school and college options; learn about how to pay for college; and are connected to community resources and partner programs. Parents are also able to see first hand what students are learning through group activities, demonstrations and student-led tours of Aim High classrooms.
- Outdoor Education—All ninth graders spend a week at a regional park, participating in hands-on environmental stewardship, land restoration and art activities. Students also camp overnight, a first for many.
- **Health and Wellness** Aim High students receive two healthy meals per day and, if needed, counseling/support from trained social workers.

SAM Search Results List of records matching your search for :

Search Term: aim high for high school*
Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2018-2019



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Telephone 415-551-2301 Email (required) alee@aimhigh.org															
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