



Contract for Services Contract term July 2022-June 2023

All Tied Up
1721 Broadway, Ste 201
Oakland, Ca 94612
510-571-7999

Armand Carr, Founder/CEO
Eileen Gazaway, Executive Director

Date: October 11, 2022

All Tied Up is dedicated to developing, nurturing and sustaining partnerships with businesses, community groups, educational institutions and non-profit organizations with a shared vision. Our goal is to enhance our community by providing practical support that creates a true paradigm shift, instituting positive change, thus improving lives.

Term of Contract: This is a contract for services between **All Tied Up** and AIMS K-12, entered this ____ day of October 2022 for the period of July 2022-June 2023.

Hold Harmless and Indemnification

All Tied Up agrees to indemnify and hold harmless District, its officers, agents, employees and volunteers from any and all loss, costs and expense including legal fees, or other obligations or claims, arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability and damage to property, or any other loss, damage, injury or other claim of any kind or nature, arising out of the activities, omissions to act or negligence of All Tied Up (Vendor) and/or Vendor's officers, agents, independent contractors, subcontractors or affiliated entities and/or their employees, agents and representatives, whether such activities, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not.

All Tied Up further agrees to pay or cause to be paid for any and all damage, or loss or theft to the property of the District arising out of the performance of services, omissions to act, or negligence of All Tied Up (Vendor). District assumes no responsibility whatsoever for any property placed on the District premises. agrees to waive all rights of subrogation against District. Notwithstanding the foregoing, All Tied Up (Vendor) shall not be responsible for indemnification for claims or losses caused solely by the negligence of the District.

Insurance

All Tied Up covenants and agrees to provide general liability, automobile liability (if driving on District sites), products and completed operations, property damage and errors and omissions insurance in an amount of not less than \$1 million per claim or occurrence. Proof of Workers'

compensation coverage evidencing statutory limits and Employers' Liability limits evidencing not less than \$1 million. All Tied Up (Vendor) further agrees to provide all insurance coverage as required to conduct business with the District. All Tied Up (Vendor) agrees to provide the District with proof of insurance evidencing required insurance coverage at least 30 days prior to commencement of services under this Agreement and name the District as an additional insured on the general liability and automobile liability (if driving on District premises) coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to the District.

Limitation of Payments

- Prices and amounts shown herein are the maximum amounts authorized for payment under this Agreement (excluding any handling/delivery charges unless specified herein).

Payment Terms

- Net-30 days

Invoices

Separate invoices are required for each purchase order. Invoices shall be submitted in triplicate, unless otherwise specified, and shall contain the following information: purchase order number, item number, item description, quantity, unit price and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Handling/delivery charges shall be identified in accordance with General Provision #6 in the purchase order. Failure to enter the above information on the invoice shall cause a delay in payment.

Warranty

All Tied Up "All Tied Up (Vendor) " agrees that all supplies, equipment, or services furnished under this Agreement shall be covered by the most favorable commercial warranties the All Tied Up (Vendor) provides any customer for such supplies, equipment, or service, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provision of this Agreement.

Excusable Delays

All Tied Up shall be excused from performance hereunder during the same time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault of the party not performing.

Independent Contractor

While providing the services ordered herein, All Tied Up shall be and act as an independent contractor. All Tied Up understands that no employment relationship is established by this contract for services. All Tied Up will not be considered officers, employees, agents, partners, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or with District employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

All Tied Up shall provide their own Worker's Compensation insurance and shall properly report all income in accordance with federal and state law.

Termination by District

All Tied Up understands the District may, at any time, with or without reason, terminate this Agreement and compensate All Tied Up only for goods and services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by All Tied Up (Vendor) . Notice shall be deemed given when received by All Tied Up or no later than three days after the day of mailing, whichever is sooner.

Assignment of Purchase Order

All Tied Up shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, and duties, or obligations without the prior written consent of the District.

Compliance with Laws

All Tied Up shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state , and local laws, ordinances and regulations.

All Tied Up shall be in compliance with the Drug Free Workplace Act of 1988.

Certificates/Permits/Licenses

All Tied Up and all its employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of goods or services pursuant this Agreement.

No Rightist Third Parties

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

Limitation of District Liability

Other than as provided in the Agreement, District'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 District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of our in connection with Agreement for the services performed in connection with the Agreement.

California Law

This Agreement shall be governed by and the rights, duties and obligations of the parties all be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

Waiver

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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.

Scope of Services

Contract term July 2022-June 2023

All Tied Up agrees to perform the following services:

AIMS College Prep Middle School

Project Name: Self-empowerment and Social & Emotional Learning

Project timeline: August 2022-June 2023

Objective: Integrative student support to promote self-empowerment by addressing Social and Emotional barriers to learning.

- Support students by addressing social and emotional issues to include tolerance and racial equity.
- Help identify and provide supportive services to promote social and emotional well-being, and encourage positive behavior through social/emotional skills training.
- Support families and school staff by providing group activities that promote resilience and self-empowerment among students.

Summer School Engagement Workshops

Invoice #990001 (\$5,000) **PAID**

2-week long interactive workshops designed to encourage and empower students facing academic and behavioral challenges.

Weekly student engagement

Invoice # 990003 **UNPAID (\$5,000)**

Objective: Identified students from each grade level will meet in collaborative groups to learn and develop skills for improved mental health, physical health, financial health and networking.

- Leadership development
- Peer centered activities

Monthly assemblies

Invoice # 990003 **UNPAID (\$5,750)**

Objective: All Tied Up will host monthly grade level assemblies to help promote self-empowerment through education in the following areas:

- Mental Health
- Physical Health
- Financial Health
- Networking
- Leadership development
- Peer centered activities

Monthly Teacher engagement

Invoice #990002 **PAID**

- Extract and provide feedback on student workshop performance
- Assist with identifying potential barriers to learning and/or student social engagement
- Strategize and establish ways to assist with encouraging and maintaining effective and positive student behavior

Middle School Podcast Club

Invoice # 990004 (\$5,000) **PAID**

Objective: The AIMS Podcast Project will be a hands-on learning experience that will teach participants how to be productive students that use language as a tool for positive change. Students will learn to create, publish and promote 10-20 minute long podcast episodes.

- Intro to Podcasting

Objective: Familiarize students with podcasting as it relates to topics

- Teambuilding

Objective: Identify students with similar interests and create teams.

- Brainstorming and Choosing a Topic

Objective: Teams will work together brainstorming to come up with a podcast topic.

Students will learn the basics of:

- Programming
- Production
- Promotion
- Packaging

Students will learn the basics of working in various positions:

- Executive Producer
- Producer
- Host
- Audio Engineer
- Audio Editor

AIMS College Prep High School

Project Name: Monthly assemblies

Invoice #990016 (\$11,500) **UNPAID**

Objective: All Tied Up will host monthly grade level assemblies to help promote self-empowerment through education in the following areas:

- Mental Health
- Physical Health
- Financial Health
- Networking

Additionally,

Expose students to opportunities to participate in activities outside of campus such as “Wisdom Wednesdays” with the 49ers at Levi Stadium, The Law Foundation’s Annual Gala, Golden State Warriors games and a host of others.

AIMS K-12

Project Name: AIMS Podcast

Invoice #990012 and 990019 (\$15,000) **UNPAID**

Project Details: Students will learn to create, publish and promote 10-20 minute long podcast episodes. In addition, All Tied Up will work District-wide to create and publish podcasts that provide information about programs, resources, events, and accomplishments happening throughout the district.

Student/District learning, application, and production

Project Timeline: October 2022-June 2023

Length of instruction and application:

- 8 hours (Students) BiWeekly
- 4-6 hours per month for educators, leaders, professional learning, and families. This includes production time.

Invoice #	Date	Program Description	Amount	Balance Due	Check #	Date
990001	7/10/22	Middle School Summer Engagement Workshop	\$5,000.00	\$0	40002256	7/28/22
990002	7/26/22	Middle School Monthly Teacher Engagement 8/22-6/23	\$4,250.00	\$0	40002325	8/25/22

990003	7/26/22	Middle School Monthly Student Engagement and Weekly SEL Support 8/22-6/23	\$10750.00	\$10750.00		
990004	7/26/22	Middle School Podcast Program and Club	\$5000.00	\$0.00	40002325	8/25/22
990016	8/23/22	High School Monthly Workshops 1st and 2nd Semester And administrative fee	\$11500.00	\$11500.00		
990012	8/16/22	AIMS District Podcast Program Semester 1	\$7500.00	\$7500.00		
990019	10/11/22	AIMS District Podcast Program Semester 2	\$7500.00	\$7500.00		
			Total \$51, 500	Balance Due \$37250		

Signature Authority

All Tied Up has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of All Tied Up has been properly authorized and empowered to enter into this Agreement.

In Witness Whereof, All Tied Up hereto has executed this Agreement on the date indicated below.

All Tied Up (Vendor): _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

AIMS Representative: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

alltieduppr@gmail.com
www.alltiedup.org

Non-profit
Employer Identification Number: 87-2619949

*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.