



Contract for Services Contract term July 2023-June 2024

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

Armand Carr, Founder/CEO
Eileen Gazaway, Executive Director

Date: July 1, 2023

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 1st day of July 2023 for the period of July 2023-June 2024.

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. All Tied Up 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 our 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 2023-June 2024

All Tied Up agrees to perform the following services:

| Activities | Tentative Timeline | Tentative Days | Hours |
|--|---|----------------|---------------------------------------|
| AIMS College Prep Elementary School (5th Grade) Quarterly Assembly | September October February May | Fridays | 1 hour per activity (4 total) |
| Student Mentoring and Enrichment Monthly Workshops (6-8) | 2x a month September-June | Wednesdays | 1.5 hours (30 hours) |
| Student Mentoring and Enrichment Monthly Workshops (9-12) | 2x a month September -June | Thursday | 1.5 hours (30 hours) |
| Podcast/Cisco Networking Academy (5-12) | 2x a month September-June | Saturday | 2 hours (40 hours) |
| Field Trips | 8 Field Trips September - June | TBD | 6 hrs base per trip (48 hours) |

(152 hours)

AIMS College Prep Elementary School (5th Grade)

Project Name: Quarterly Assemblies

Project Timeline: September 2023-June 2024 (September 8th, October 27th, February 9th, and May 24th) 60-minutes each

Service Time: After normal school day hours in accordance with extended funding requirements.

Objective: Organize and facilitate 4 energetic, self-empowerment rallies designed to motivate and uplift students, helping them to discover their unique strengths and embrace their incredible potential.

AIMS College Prep Middle School (6th-8th)

Project Name: Student Mentoring and Enrichment Monthly Workshops **Project timeline:** September 2023-June 2024 (Semester 1: Sept. 23, Oct. 7, Nov. 18, Dec.2. Semester 2: Jan 13, Feb, 10, March 23, Apr. 13, May 11, June 1)

Service Time: After normal school day hours in accordance with extended funding requirements.

Objective: Provide a supportive and interactive environment where participants can develop a positive self-image, build self-confidence, and acquire essential life skills that will empower them to navigate challenges and thrive both academically and personally.

- Physical/Mental Health
- Networking
- Financial Literacy
- Provide supportive services to promote social well-being, and encourage positive behavior.
- Self-empowerment exercises
- Leadership development
- Special Guests

High School and Middle School Podcast /Cisco Networking Academy

Project Timeline: September 2023-May 2024

Service Time: After normal school day hours in accordance with extended funding requirements.

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 5-10 minute long podcast episodes. One of the highlights of the All Tied Up podcast program is the opportunity for students to interview esteemed community leaders both within their school campus and from the broader community. These leaders can include teachers, administrators, local activists, business professionals, and other inspiring figures who are making a difference in their respective fields. These interviews will enable students to learn from the experiences and wisdom of these leaders, gaining valuable perspectives and advice that can shape their own journey.

- 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

All Tied Up Cisco Networking Academy (certification courses) Project Timeline: September 2023-June 2024

Objective: Through the All Tied Up Cisco Networking Academy, students will dive into the exciting world of networking, information technology and cybersecurity. They will gain a deep understanding of how networks operate, learning about protocols, infrastructure, and network architecture. By exploring the fundamentals of networking, students will develop a strong foundation that will serve as a launching pad for future success in the IT industry. They will explore the principles of securing computer networks and systems, understanding the vulnerabilities and threats that exist in today's digital landscape. By learning essential cybersecurity skills, students will be equipped to protect and defend against cyber attacks, making them valuable assets in our increasingly connected world.

***Upon successful completion, students will gain industry-recognized certifications that not only validate their skills and knowledge but also open doors to exciting career opportunities in the fields of IT and cybersecurity.*

AIMS College Prep High School (9th-12) \$10,000 -\$5k per semester

Project Name: Monthly workshops/assemblies

Project Timeline: August 2023-May 2024

Objective: Monthly workshops and/or assemblies to help promote self-empowerment through education in the following areas:

- Mental Health
- Physical Health
- Financial Health
- Networking
- Leadership development
- Special guests

AIMS College Prep Middle and High School Field Trips

Project Timeline: September 2023-May 2024 (8 field trips)

Objective: Designed to expose students to various industries and career paths through engaging company tours and insightful panel discussions. Utilizing our vast network of resources, this program aims to broaden students' horizons, inspire curiosity, and help them

make informed decisions about their future endeavors.

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: 8/24/2023

Signature:

A handwritten signature in black ink, appearing to be 'Armand Carr', written over a horizontal line.

Print Name: Armand Carr

Title: CEO

All Tied Up

1721 Broadway, Ste 201

Oakland, Ca 94612

510-571-7999

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.

Appendix: Invoice Submission Schedule

| Invoice # | Submission Date | Due Date |
|-----------|-----------------|-----------|
| 990091 | 7/25/2023 | 8/25/2023 |
| 990092 | 7/25/2023 | 8/25/2023 |
| 990093 | 7/25/2023 | 11/1/2023 |
| 990094 | 7/25/2023 | 8/25/2023 |
| 990095 | 7/25/2023 | 11/1/2023 |
| 990096 | 7/25/2023 | 8/25/2023 |
| 990098 | 7/25/2023 | 8/25/2023 |
| 990099 | 7/25/2023 | 11/1/2023 |
| 990100 | 8/15/2023 | 8/25/2023 |