

Hayward Unified School District

*Creating a Culture of Success*



**Independent  
Contractor  
Agreement**

**WOKE KINDERGARTEN**

**Thematic Unit Planning and Coaching**

# INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the **Hayward Unified School District** (DISTRICT) and **Woke Kindergarten** (CONTRACTOR).

## Recitals

1. DISTRICT 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.
2. DISTRICT needs special services and advice as follows: Woke Kindergarten has been working with Glassbrook for the past year. Teachers would like to extend the work to be able to do thematic units before the year begins.
3. CONTRACTOR is specially trained, experienced and competent to provide such services. THEREFORE, the parties agree as follows:

## Terms

1. **Services/Work Product.** CONTRACTOR agrees to provide the following services: Teachers will meet virtually with Woke Kindergarten to collaborate in creating thematic units that can be shared with the rest of the staff. The goal is to have one unit started and work in collaboration with other grade levels to have common themes across K-6th.
- X EXHIBIT 'A' IS ATTACHED
2. **Term.** CONTRACTOR shall provide services for the period August 1, 2022 to August 31, 2022 or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.
3. **Compensation.** DISTRICT shall pay CONTRACTOR a total fee of \$N/A per hour for N/A hours, a total Not To Exceed \$20,000. All billings are payable within thirty (30) days of invoice delivery after each scheduled event.
4. **Completeness of Agreement.** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.
5. **Status of Contractor.** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.
6. **Fingerprinting.** By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance,

pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

(b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student

restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.
8. Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.
9. Equipment and Materials. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
10. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

License Number: N/A and Type:N/A, Issued byN/A

11. Assignment. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
12. Non-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.
13. Termination. DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.



14. Copyright. All intellectual property and related materials, including any intellectual property, information, trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement remains the sole and exclusive property of CONTRACTOR.
15. 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.
16. Attorney's Fees. If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
17. Governing Law. This Agreement shall be governed by the laws of the State of California.
18. Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
19. Notice. All notices 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:



DISTRICT

**Hayward Unified School District  
Purchasing Department  
24411 Amador Street  
Hayward, CA 94544**

CONTRACTOR

**Woke Kindergarten LLC  
Attn: Akia Gross  
601 Wild Hunt Road  
Frederick MD 21703**

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

	<b>Hayward Unified School District</b>		<b>Type Contractor Business Name</b>
Sign Here:		Sign Here:	
Signed By:	<b>Dr. Lisa Davies</b>	Signed By:	<b>Akia Gross</b>
Title:	<b>Assistant Superintendent</b>	Title:	Founder
Dept.:	<b>Educational Services</b>	Date:	_____
Date	<b>Tatiana Peugnet, Glassbrook Elementary</b>		

Service  
Requested  
By:

- **ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE SITE ADMINISTRATOR AND THE CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL.**
- **WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT PURCHASE ORDER.**
- **AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS.**
- **IN ADDITION, AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.**
- **A COMPLETED AND SIGNED W-9 MUST ACCOMPANY THE INDEPENDENT CONTRACTOR AGREEMENT**

By:



**Chien Wu-Fernandez, Interim Superintendent  
Authorized HUSD Representative**

07/28/2022

**Date**

July 27, 2022

**HUSD Board Approval Date**

**LIBERATION** is the goal.



**ABOLITION** is the journey.

Welcome to Woke Kindergarten.

copyright 2021

**Liberation is the goal.**  
**Abolition is the journey.**

**Woke Kindergarten**

Akiea "Ki" Gross

WOKE KINDERGARTEN IS...

The VISION:

**A global, abolitionist early learning community, creative expanse and consultancy supporting children, families, educators and organizations in their commitment to abolitionist early education and pro-Black, queer and trans liberation.**

Woke Kindergarten  
20494 SummerSong Lane  
Germantown, MD 20874

Tel 301.660.0337 [www.wokekindergarten.org](http://www.wokekindergarten.org)

Contact: [wakeup@wokekindergarten.org](mailto:wakeup@wokekindergarten.org) | IG @WokeKindergarten | @BlackChildrenPlay

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## WHO WE ARE.

**We're educators building the liberatory future all children deserve.**

**The Woke Kindergarten experience hit different.**

### 2020 Social Justice in Education Award Recipient

Akiea "Ki" Gross (they/them) is a Black, queer, nonbinary and trans abolitionist early educator, coach, consultant and creative entrepreneur currently innovating ways to unlearn, heal, liberate and create with their pedagogy, Woke Kindergarten. In the many years they spent teaching in classrooms, their experiences spanned infancy to 6th grade. Prior to leaving the school system, they served as a Kindergarten Teacher and an Instructional Coach of Inquiry-Based Learning in Harlem.



#### Akiea "Ki" Gross

Video: [https://youtu.be/\\_rAkS1obqgw](https://youtu.be/_rAkS1obqgw)

Akiea "Ki" Gross is our Social Justice award for their outstanding work with WokeKindergarten. WokeKindergarten is owned and created by Ki and is a global abolitionist early learning community that supports children, families, educators, and organizations in their commitment of abolitionist teaching and Pro-Black liberation in the early years. They said that children need a space where they can envision possible futures or present realities, where they can be affirmed, celebrated and seen. They said that "a liberatory future is where Black Trans people, Black Queer people, all Black people, all Indigenous people are able to, not only live, but to thrive in this world." Their saying is "All power to the little people!"

Recently, Ki was selected as one of Martha P. Johnson Institute's 2021 Leaders of the New School and the Early Childhood Education Assembly's 2020 Social Justice Award Recipient. They have participated as a speaker, panelist, facilitator, consultant and moderator for many organizations including Harvard Graduate School of Education, Bank Street College, Georgetown Day School, San Diego Youth Services, SXSW EDU, Texas Association for the Gifted and Talented, Teachers for Social Justice, Montclair State, UMBC, NYPL, Abolitionist Teaching Network, HUGE, Inc., Amplify Education, Wheelock College of Education, Camino Nuevo Charter School, NJPAC, Brooklyn Heights Montessori, The College of New Jersey, Bard College, AppleTree Institute for Education Innovation and more.

It was their experiences with the carceral state of schooling and the trauma enacted upon Black children in these systems, that galvanized them to create #BlackTeachersMatter, Black Teachers Mentor and Equitable Schools years ago. As their ideologies and experiences with abolition evolved, they dissolved Equitable Schools and created @WhyAbolition.



Their commitment to creating safe, inclusive and liberatory spaces for BIPOC queer & trans artists also led them to create Sisters Unsigned, an intimate concert series that amplifies the voices of independent queer, trans, gender and genre expansive BIPOC artists and creators.

Along with their partner Sonic and creative team, Womxyn Amplify, they've directed, curated and hosted many other creative pursuits including Sisters

Unsigned presents: Women in Hip Hop, Archway Pride, and *SEASONS: A Voyage Through Sound*, their team's 2020 artist residency at National Sawdust.

They hold an M.A. in Developmental Psychology from Teachers College, an M.S. in Childhood Education/Special Education from the Progressive Education Institute/Touro College and two B.A.'s in Child Development and Family Studies and Psychology, respectively.



## WHY WOKE KINDERGARTEN?

Take a look at some slides from our pitch deck to learn more.

Currently, we are the only abolitionist early childhood ecosystem of our kind.

### The VISION:

A global, abolitionist early learning community, creative expanse and consultancy supporting children, families, educators and organizations in their commitment to abolitionist early education and pro-Black, queer and trans liberation.

### The PROBLEM:

The Prison Industrial Complex manifests in early childhood in a variety of ways and anti-racist teaching & reform just isn't disruptive enough.

- punishment
- confinement
- dehumanization

SCHOOL	PRISON
<ul style="list-style-type: none"><li>• Authoritarian structure</li><li>• Dress code</li><li>• Emphasis on silence and order</li><li>• Negative reinforcement</li><li>• Walk in lines</li><li>• Loss of individual autonomy</li><li>• Abridged freedoms</li><li>• No input in decision making</li><li>• Set times enforced for walking, eating, etc.</li></ul>	<ul style="list-style-type: none"><li>• Authoritarian structure</li><li>• Dress code</li><li>• Emphasis on silence and order</li><li>• Negative reinforcement</li><li>• Walk in lines</li><li>• Loss of individual autonomy</li><li>• Abridged freedoms</li><li>• No input in decision making</li><li>• Set times enforced for walking, eating, etc.</li></ul>

School is like prison

### The SOLUTION:

We **CREATE** abolitionist early childhood resources  
to **CURATE** opportunities for children to feel affirmed, safe, loved & empowered **our communities.**  
and **EDUCATE** their adults on how to engage with them **LIBERATE**  
to **ELIMINATE** carceral logics **in order to**





We've innovated our own pedagogy, design our own frameworks & workshops and do all of our work through an abolitionist lens.

The 4 main components of our pedagogy consist of:

- 60 Second Texts
- Woke Word of the Day
- Woke Wonderings
- Woke Read Aloud

## The DIFFERENCE:

**WE MAKE THINGS!**

### WOKE WONDERINGS

SHARE WONDER  
CREATE EXPAND  
INQUIRE IMAGINE

We design our own frameworks!

We've innovated our own pedagogy.

- 60 Second Texts: 60 seconds that hits parents in 60 seconds
- Woke Read Alouds: Reading critically & connecting authentically
- Woke Word of the Day: Language of the resistance
- Woke Wonderings: unconventional questions rooted in liberatory thought

## The DIFFERENCE:

Our resources are healing-centered, & work for our inner children too.

Our community is INVESTED! We community resources photos for many of our texts!

### Black Joy

by Ki  
@WokeKindergarten

### Rainbow Baby

by Ki  
@WokeKindergarten

We are the only truly abolition-focused early childhood venture of its kind.

**WE LOVE THE BABIES! EARLY CHILDHOOD EVERYTHING!**



# Woke Kindergarten x Glassbrook ES

[PROPOSAL]

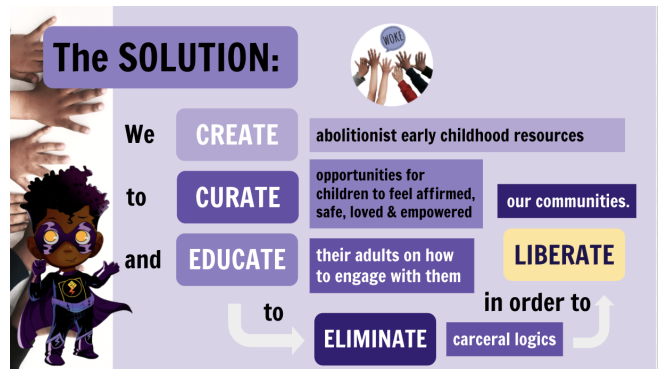
## OVERVIEW

Woke Kindergarten will partner with Glassbrook Elementary school to improve staff’s capacity to implement healing-centered & liberatory learning practices made possible by developing their understanding of teaching through an abolitionist lens. Glassbrook ES requests a two-school-year long (16-20 month) partnership that incorporates a combination of workshop follow ups, unit development, feedback and coaching.

**Date: August 1 2022-August 31 2022**

## WHO WE ARE

Woke Kindergarten is a global, abolitionist early learning ecosystem, creative portal and consultancy supporting children, families, educators and organizations in their commitment to abolitionist early education and pro-Black, queer and trans liberation.



## WHY US

Glassbrook ES requires expert consulting services from an innovative, experienced and trusted partner in early childhood & elementary education – capable of tackling complex social challenges that disrupt white supremacy culture through an abolitionist lens. We are a comprehensive entity, one that creates, curates and educates. The resources that we facilitate with are our own, and we are able to provide them to our clients as part of our consulting packages.



## OUR PREVIOUS WORK

During the 2021-2022 school year, Woke Kindergarten partnered with Glassbrook Elementary to facilitate four workshops and support staff in creating and implementing healing-centered, early childhood & elementary tools and frameworks to support teachers in supporting children's holistic needs in the classroom. In addition, Woke Kindergarten offered all Glassbrook teachers 20-minute, 1:1 weekly coaching opportunities. Due to unforeseen obstacles from COVID and HUSD closing for distance learning, we were able to complete three of the four workshops planned.

## OBJECTIVES

- To design, develop and implement justice-focused, healing-centered and academically aligned thematic units that create a more horizontally and vertically aligned learning atmosphere for teachers and students.
- To develop Glassbrook's own Woke Kindergarten resources, specific to their community including the creation of thematic units and a process for planning.
- To provide 1:1, grade level and group coaching that supports staff in their capacity to support the academic and social and emotional needs of their students.
- To improve staff's capacity and aptitude for engaging in critical conversations with children using literacy and play as anchors to move through tough moments.
- To implement Woke Kindergarten's resources and pedagogical approaches in practice as a way to disrupt whiteness, white dominant/settler colonial narratives and anti-Blackness in the Glassbrook community through coaching and thematic unit building.

## PROPOSED PERSONNEL

- Founder: Akiea "Ki" Gross
- Facilitator/Coach: Ana Duque, anti-racist facilitator
- Historian: TBD (to potentially support with thematic units)





## COST/BUDGET

**TOTAL: \$20,000**

Cost: In addition to time with teachers, all costs include prep and planning time for facilitators, time for creating resources as well as planning and debriefing with site leaders.

COMPONENT	EXPECTED OUTCOME	LABOR TIME (total)	COST
Summer Planning with teachers (2022)	A small group of teachers will engage in planning thematic units with Ki & Ana	30-50 hours hours prep, planning & creation 10 hours facilitating	<b>\$20,000</b>

## So what's the Woke Kindergarten difference?

**Let us break it down for you.**

Woke Kindergarten, first & foremost, is an **expansive creative house**, which means, while most consultants come in & facilitate workshops that use other people's resources, we create & facilitate the use of our own.

**We design multimedia resources that take an incredible amount of time, and we do all the work in house. We also collaborate with our partners to create resources relevant to their context.**

Think of this as paying graphic designers, video editors & artists for their labor. We aren't just facilitators or coaches, we are multi-hyphenate in our offerings.

In our table above, when we reference strategic planning & development, design, labor, communication etc., this is what we are referring to.

Between Ki & their video editor Meilei, we work tirelessly to develop resources that serve as the source content not only for our workshops, but for teachers, kids, & families to use.



Partnering with us, means that we won't only be facilitating workshops & coaching sessions, but **we will be creating the following resources specifically with Glassbrook feedback, needs & wants in mind:**

- 

**Additionally, we will be working alongside with Glassbrook ES staff to equip them to use Woke Kindergarten's resources as a lens to create and implement their own as part of their ongoing professional practice.**

## **CONTACT:**

**Akiea "Ki" Gross (they/them)**  
**[wakeup@wokekindergarten.org](mailto:wakeup@wokekindergarten.org)**