

Term:	From: 08/01/2022	To: 08/30/2022
Length of Term:	1	Month
Cost:	\$20,000.00	
Total Contract NTE:	\$20,000.00	

Funding Source:	010	3182	0 1110	1000	5802	126	126	0000	000
Name of Fund	Compre	hensive S	Support an	d Improv	ement (	CSI)			
and/or Resource:									
Selection Criteria:									
	as the p	ractical. <sup>-</sup>	Their servi	ces prov	ide a rob	ust pro	ofessio	nal lear	ning
	framew	ork.							

## Quotes/Bids Obtained: No

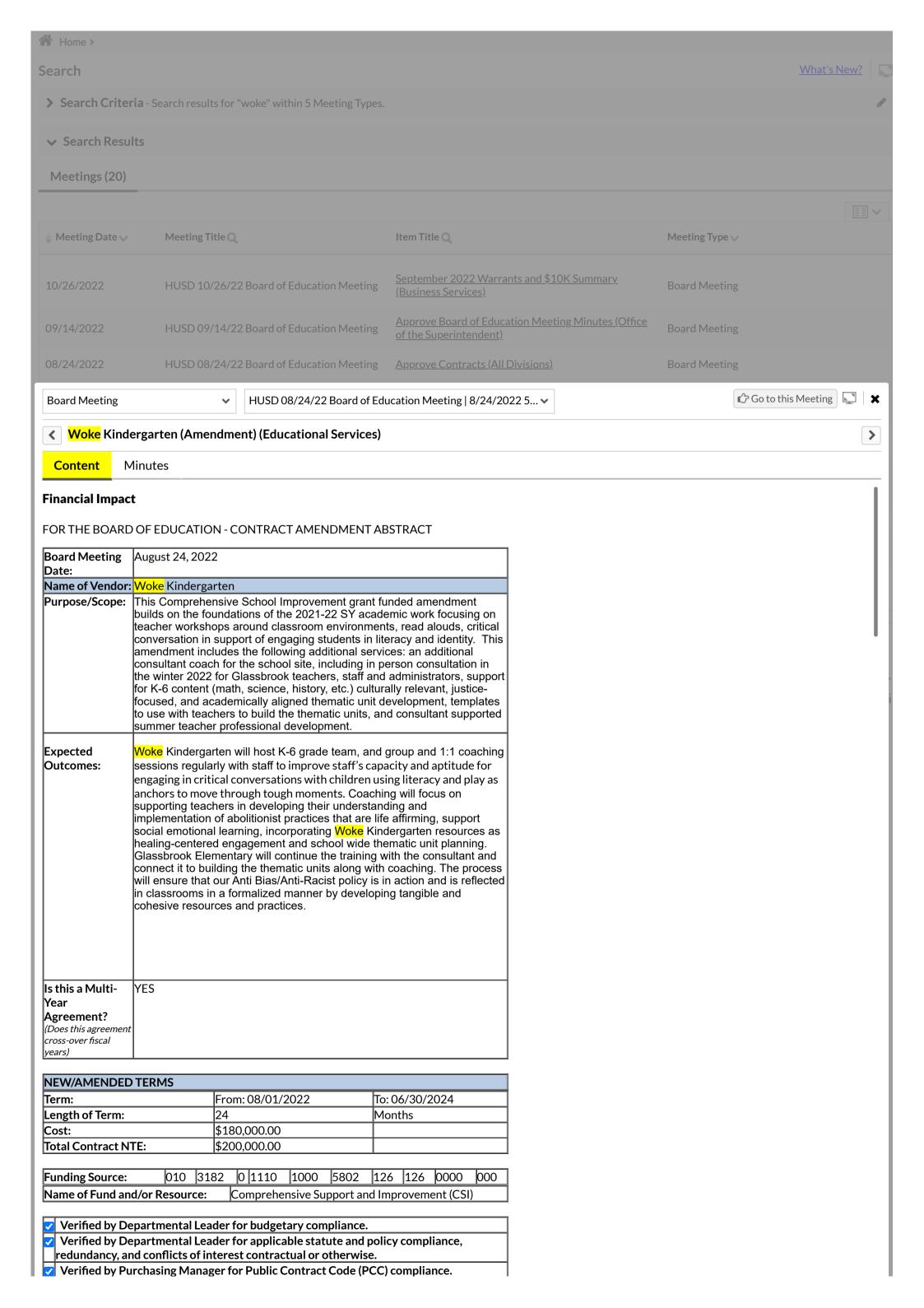
## If NO. Select Reason:

	ii NO, Select Reason.			
	☐ Grant Related	<b>~</b>	Unique Provider	Required Service
Γ	Professional Service		Continuing Service	Other:

Verified by Departmental Leader for budgetary compliance.
 Verified by Departmental Leader for applicable statute and policy compliance, redundancy, and conflicts of interest contractual or otherwise.
 Verified by Purchasing Manager for Public Contract Code (PCC) compliance.

## **Contract Vendor Contact:**

Akiea Gross Founder



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

- 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. <u>Services/Work Product.</u> 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. <u>Term.</u> 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. <u>Compensation</u>. 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. <u>Completeness of Agreement.</u> 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. <u>Indemnification.</u> 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. <u>Insurance</u>. 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. <u>Equipment and Materials.</u> CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
- 10. <u>Licenses and Permits.</u> 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. <u>Assignment.</u> CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
- 12. <u>Non-Discrimination</u>. 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. <u>Termination</u>. 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. <u>Copyright</u>. 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. <u>Waiver</u>. 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. <u>Attorney's Fees</u>. 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. <u>Severability</u>. 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. <u>Notice</u>. 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** 

CONTRACTOR

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

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>		Type Contractor Business Name
Sign Here:		Sign Here:	
Signed By:	Dr. Lisa Davies	Signed By:	Akiea Gross
Title:	<b>Assistant Superintendent</b>	Title:	Founder
Dept.:	<b>Educational Services</b>	Date:	
Date	Tatiana Peug	neț Glass	brook Elementary

ALL INDEPENDENT CONTRACTOR AT THE SITE ADMINISTRATOR AND THE	
SUBMISSION FOR DISTRICT APPROV	
WORK MUST NOT BEGIN PRIOR TO ORDER.	RECEIVING DISTRICT PURCHASE
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CONTRACTOR AGREEMENTS.	
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## Welcome to Woke Kindergarten.



## **WOKE KINDERGARTEN IS...**



#### Woke Kindergarten

20494 SummerSong Lane Germantown, MD 20874



## We're educators building the liberatory future all children deserve. The Woke Kindergarten experience hit different.

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.

## 2020 Social Justice in Education Award Recipient



Akiea "Ki" Gross

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 abbiltionist 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.

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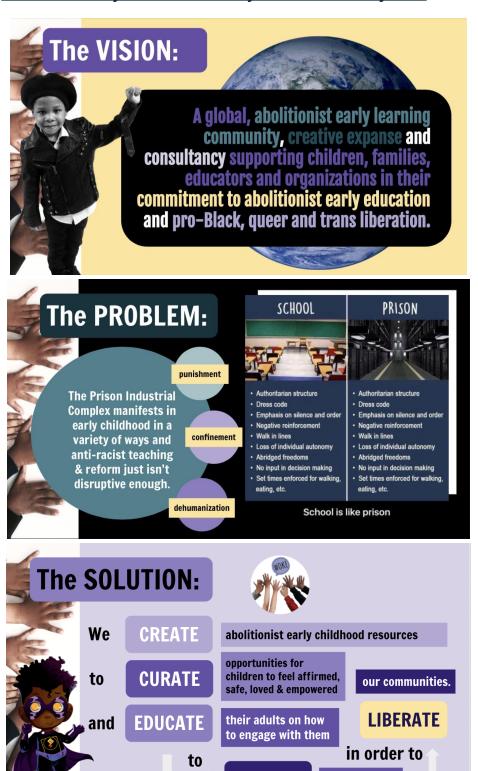
They hold an M.A. in Developmental Psychology from Teachers College, an M.S. in Childhood Education/Special Education from the Progressive Education Institute/Touro College and two B.A.'s in Child Development and Family Studies and Psychology, respectively.



## 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.



**ELIMINATE** 

carceral logics



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









## 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	\$20,000

## 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

## HAYWARD UNIFIED SCHOOL DISTRICT CONTRACT / AGREEMENT AMENDMENT NO. 1

This Amendment is entered between the Hayward Unified School District (HUSD) and Woke Kindergarten (CONTRACTOR/AGENCY). HUSD entered into an Agreement with the CONTRACTOR/ AGENCY for professional services on July 27, 2022, and the parties agree to amend the Agreement as follows:

- 1. **Services**: (Check and complete ONE of the options below)
  - ☑ CONTRACTOR/AGENCY AGREE TO PROVIDE THE FOLLOWING AMENDED SERVICES: (Provide full description of expected results, such as services, materials, products, and/or reports; attach additional pages if necessary.)

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.

- ☑ The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- 2. Terms: (Check and complete ONE of the options below)
  - ∑ The contract term is extended by an additional 12 months, and the amended expiration date is June 30, 2024.
- **3. Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).
  - ∑ The original contract price is amended to increase in the amount of \$180,000.00, and the amended contract price is now \$200,000.00
- **4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- **5. Amendment History:** (Include all prior amendments):

Amendment No.	Date	· · ·	Amount of Increase (Decrease)

- ☐ There are no previous amendments to this Amendment. (Check if appropriate)
- **6. Approval:** This Amendment is not effective and no payment shall be made to Contractor until executed by both parties. Approval requires signature by the Assistant Superintendent of Business (or designee).

HAYWARD UNIFIED SCHOOL DISTRICT
Huis
Signature
Dr. Lisa Davies
Name

Date: 8 / 25/ 22

Name Akiea Gross

Date: 8/5/2022



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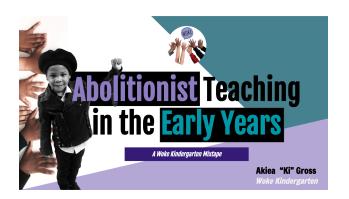
They hold an M.A. in Developmental Psychology from Teachers College, an M.S. in Childhood Education/Special Education from the Progressive Education Institute/Touro College and two B.A.'s in Child Development and Family Studies and Psychology, respectively.



All workshops come with downloads of all Woke Word of the Day resources to distribute to staff and families. All entities we work with will all get a digital download copy of our zine when it is complete.

For every institutional booking Woke Kindergarten receives, we organize a free community workshop for Black and brown families and educators. We also dedicate a portion of our payments as mutual aid. All prices subject to change.

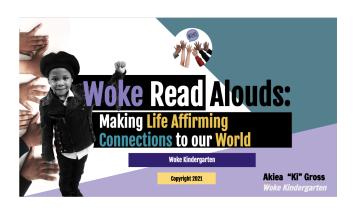
## **WORKSHOP & KEYNOTE OFFERINGS:**







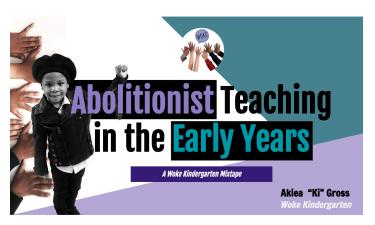








## **WORKSHOP DESCRIPTIONS:**

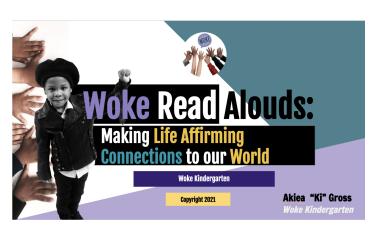


In this workshop, Ki illuminates the ways the prison industrial complex manifests in early childhood and takes participants on an exploration of how we can disrupt the PIC through a comprehensive and interactive journey into Woke Kindergarten's abolitionist early learning pedagogy. Participants can expect to leave with an introductory understanding of abolitionist teaching in practice, how to use Woke Kindergarten's resources as healing-centered engagement in practice and a more thorough understanding of abolitionist politic, the pursuit of liberation and ultimately what that means—and how we show up—for our very youngest

Black and brown children and their families. This workshop uses an interactive guide. [2 hours]



This workshop introduces participants to Woke Kindergarten's framework for engaging in critical conversations with young children & equips them with the tools and insights they need to use Woke Kindergarten's resources as anchors in these conversations. Participants will dive deep into where our hesitation to have these conversations comes from, how we can enter them through a healing-centered, humanity affirming lens, and how understanding children as self-determined participants in co-creating the futures they deserve empowers us to feel equipped in moving through hard truths with our kids. [2 hours]



This workshop examines the historical nature of reading aloud as an act of resistance and takes participants through an experiential exploration of how to approach and plan read alouds through an abolitionist lens by making authentic connections and creating life-affirming experiences for children who are often excluded from seeing themselves & their lived experiences in the books that we read.

[4 hours]



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to

**ELIMINATE** 

in order to

carceral logics



## We've innovated our own

pedagogy, design our own

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The 4 main components of our pedagogy consist of:

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## Woke Kindergarten x Glassbrook ES

[PROPOSAL]

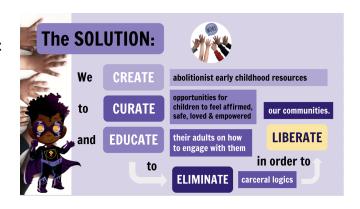
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**Date: July 2022-June 2024** 

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Over the course of 24 months, Woke Kindergarten will support Glassbrook teachers in developing an overall thematic unit scope and sequence and process for designing, creating and implementing thematic units that are culturally relevant, justice-focused, and academically aligned. Woke Kindergarten will also facilitate a read alouds workshop, as well as virtual workshop post-sessions that support teachers in diving more deeply into the frameworks that they learned in Year 1. Woke Kindergarten will also host 1:1, grade team, and group coaching sessions regularly with staff. Coaching will focus on supporting teachers in developing their understanding and implementation of abolitionist praxis, incorporating Woke Kindergarten resources as healing-centered engagement and schoolwide thematic unit planning.

#### **OBJECTIVES**

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- → 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.
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- → 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: \$200,000**

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. The cost of the hourly labor may not be equally distributed because some tasks require more intensive labor than others.

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	\$20,000
Woke Read Alouds Workshop	Prior to beginning the school year, this workshop will set the tone and support teachers in connecting literacy to abolition. Teachers will plan a Woke Read utilizing the resources developed by WK.	4 hours facilitating 6 hours planning 1 hour debriefing	\$10,000
Post-Workshop Follow Up Sessions	GBK staff will develop a more thorough understanding of Woke K's frameworks & be able to implement the resources that they learned about in the previous year	10 hours Facilitating 15 hours planning 5 hours debriefing	\$15,000
Thematic Unit Building	Teachers will plan 1-2 full units with their teaching teams. In addition, WK will support GBK to develop a process for planning.	80 hours Facilitating 60-80 hours prep, planning	\$75,000
Coaching	Coaching will continue around supporting teachers to support students using WK resources, thematic units, and healing-centered praxis	16 hours a month x 20 = 320 hrs	\$75,000
Meeting with School Leader	Meetings will occur regularly to plan and debrief learning and coaching sessions	1 hour month x 24	\$5,000



\*This proposal is specific to the duration requested. If Glassbrook ES is not able to fulfill the proposed cost, Woke Kindergarten will consider a decrease in time commitment and adjust the proposal once if said request is reasonable.

#### CONFIDENTIALITY NOTICE:

The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

## 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:

- One 60 second text [bilingual]
  - Photos sourced from Glassbrook community
- One Woke Read Alouds video



- Glassbrook staff &
- This includes prep, recording, captioning & 2 rounds of edits
- One Woke Wonderings Prompt (this is our resistance framework for kids, which will be implemented in every teacher's classroom)
  - Specific to a problem that kids and/or families and teachers are thinking about

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.

## Virtual vs. In-Person

If at any point, Glassbrook requests that Ki comes in person, Glassbrook agrees to cover reasonable travel accommodations [airfare & lodging] that can be discussed at a later date & booked well in advance to ensure the most ideal pricing.

JFK-SFO

## **CONTACT:**

Akiea "Ki" Gross (they/them) wakeup@wokekindergarten.org

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**

- 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. <u>Services/Work Product.</u> 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. <u>Term.</u> 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. <u>Compensation</u>. 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. <u>Completeness of Agreement.</u> 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. <u>Indemnification.</u> 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. <u>Insurance</u>. 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. <u>Equipment and Materials.</u> CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
- 10. <u>Licenses and Permits.</u> 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. <u>Assignment.</u> CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
- 12. <u>Non-Discrimination</u>. 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. <u>Termination</u>. 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. <u>Copyright</u>. 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. <u>Waiver</u>. 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. <u>Attorney's Fees</u>. 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. <u>Severability</u>. 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. <u>Notice</u>. 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

CONTRACTOR

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

	Hayward Unified School District		Type Contractor Business Name
Sign Here:	Hums	Sign Here:	
Signed By:	Dr. Lisa Davies	Signed By:	Akiea Gross
Title:	Assistant Superintendent	Title:	Founder
Dept.:	<b>Educational Services</b>	Date:	
Date	Tatiana Peug	net Glass	sbrook Elementary

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: 07/28/2022

Chien Wu-Fernandez, Interim Superintendent Authorized HUSD Representative

July 27, 2022

**HUSD Board Approval Date** 



## Welcome to Woke Kindergarten.



## **WOKE KINDERGARTEN IS...**



#### Woke Kindergarten

20494 SummerSong Lane Germantown, MD 20874



# We're educators building the liberatory future all children deserve. The Woke Kindergarten experience hit different.

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.

#### 2020 Social Justice in Education Award Recipient



#### Akiea "Ki" Gross

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.

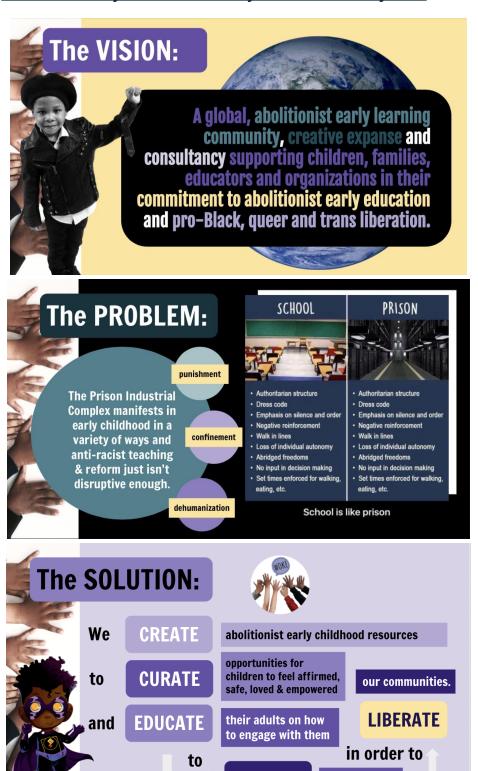
They hold an M.A. in Developmental Psychology from Teachers College, an M.S. in Childhood Education/Special Education from the Progressive Education Institute/Touro College and two B.A.'s in Child Development and Family Studies and Psychology, respectively.



#### 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.



**ELIMINATE** 

carceral logics



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









### 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	\$20,000

#### 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

### Hayward Unified School District

Creating a Culture of Success



Independent Contractor Agreement

**Woke Kindergarten** 

**Professional Learning for Teachers** 

#### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the **Hayward Unified School District** (DISTRICT) and Woke Kindergarten, 20494 Summer Song Lane Germantown, MD 20874 (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:

  As we enter our third year with a focus on equity, we need support in addressing racism and having critical conversations with young students. Woke Kindergarten will help us refine our lens as well as integrate abolitionist practices in our pedagogy.
- 3. CONTRACTOR is specially trained, experienced and competent to provide such services. THEREFORE, the parties agree as follows:

#### **Terms**

1. <u>Professional Development for teachers.</u>

See attachment.

X EXHIBIT 'A' IS ATTACHED

- 2. <u>Term.</u> CONTRACTOR shall provide services for the period August 1, 2021 to May 31, 2021 or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.
- 3. <u>Compensation</u>. DISTRICT shall pay CONTRACTOR a total fee of \$N/A per hour for N/A hours, a total Not To Exceed \$50,000. All billings are payable within thirty (30) days of invoice delivery after each scheduled event.
- 4. <u>Completeness of Agreement</u>. This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.
- 5. <u>Status of Contractor</u>. 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. <u>Fingerprinting</u>. 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. <u>Indemnification.</u> 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. <u>Insurance</u>. 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. <u>Equipment and Materials</u>. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
- 10. <u>Licenses and Permits</u>. 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 by N/A.
- 11. <u>Assignment</u>. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
- 12. <u>Non-Discrimination</u>. 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. <u>Termination</u>. 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. <u>Copyright</u>. Any written product produced under this Agreement shall be a work for hire and shall be the property of the DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.
- 15. <u>Waiver</u>. 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. <u>Attorney's Fees</u>. 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. <u>Severability</u>. 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. <u>Notice</u>. 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 CONTRACTOR
Hayward Unified School District Woke Kindergarten

Purchasing Department Attn: Akiea Gross
24411 Amador Street 20494 Summer Song Lane

Hayward, CA 94544 Germantown, MD 20874

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.

Hayward Unified School District		Woke Kindergarten		
Sign Here:	Hellis	Sign Here:		
Signed By: Dr. Lisa Davies		Signed By:	- ARIES CEPTOS	
Title	Assistant Superintendent	Title	Founder	
School/Dept.	<b>Educational Services</b>	Date		
Date Service Requested by:	Dr. Tatiana Peugn	et, Principal – C	Glassbrook Elementary	

- 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 W9 MUST ACCOMPANY THE INDEPENDENT CONTRACTOR AGREEMENT

By:

Matt Wayne, Ed.D. Superintendent Authorized HUSD Representative

Date

July 29, 2021

July 28, 2021

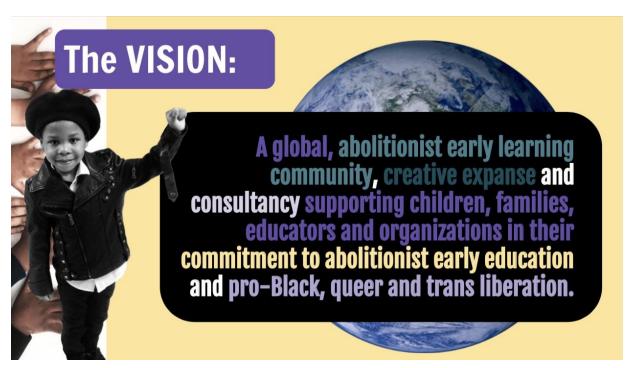
[ENTER HERE Board Meeting Date]
HUSD Board Approval Date



### Welcome to Woke Kindergarten.



#### **WOKE KINDERGARTEN IS...**



#### Woke Kindergarten

20494 SummerSong Lane Germantown, MD 20874

# word

#### WHO WE ARE.

## We're abolitionists building the liberatory future Black children deserve. The Woke Kindergarten experience hit different.

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.

#### 2020 Social Justice in Education Award Recipient



Akiea "Ki" Gross

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

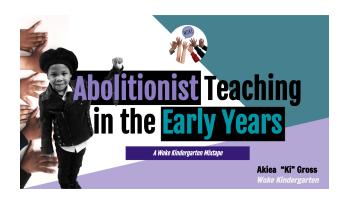
Unsigned presents: Women in Hip Hop, Archway Pride, and *SEASONS: A Voyage Through Sound*, their team's 2020 artist residency at National Sawdust.

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.

All workshops come with downloads of all Woke Word of the Day resources to distribute to staff and families. All entities we work with will all get a digital download copy of our zine when it is complete.

For every institutional booking Woke Kindergarten receives, we organize a free community workshop for Black and brown families and educators. We also dedicate a portion of our payments as mutual aid. All prices subject to change.

#### **WORKSHOP OFFERINGS:**









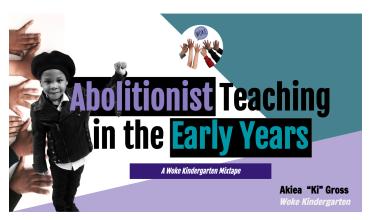
#### **KEYNOTE OFFERINGS**



#### **WORKSHOP**

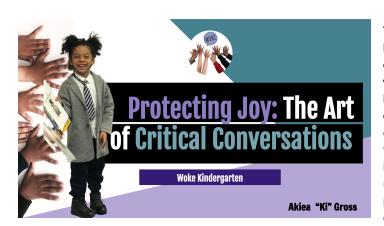


#### **DESCRIPTIONS:**

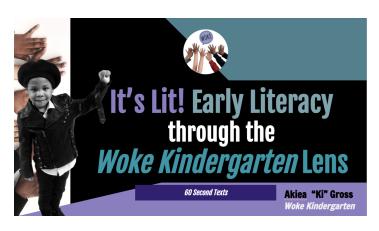


In this workshop, Ki illuminates the ways the prison industrial complex manifests in early childhood and takes participants on an exploration of how we can disrupt the PIC through a comprehensive and interactive journey into Woke Kindergarten's abolitionist early learning pedagogy. Participants can expect to leave with an introductory understanding of abolitionist teaching in practice, how to use Woke Kindergarten's resources as healing-centered engagement in practice and a more thorough understanding of abolitionist politic, the pursuit of liberation and ultimately what that means—and how we show up—for our very youngest

Black and brown children and their families. This workshop uses an interactive guide. [2 hours]



This workshop introduces participants to Woke Kindergarten's framework for engaging in critical conversations with young children & equips them with the tools and insights they need to use Woke Kindergarten's resources as anchors in these conversations. Participants will dive deep into where our hesitation to have these conversations comes from, how we can enter them through a healing-centered, humanity affirming lens, and how understanding children as self-determined participants in co-creating the futures they deserve empowers us to feel equipped in moving through hard truths with our kids. [2 hours]



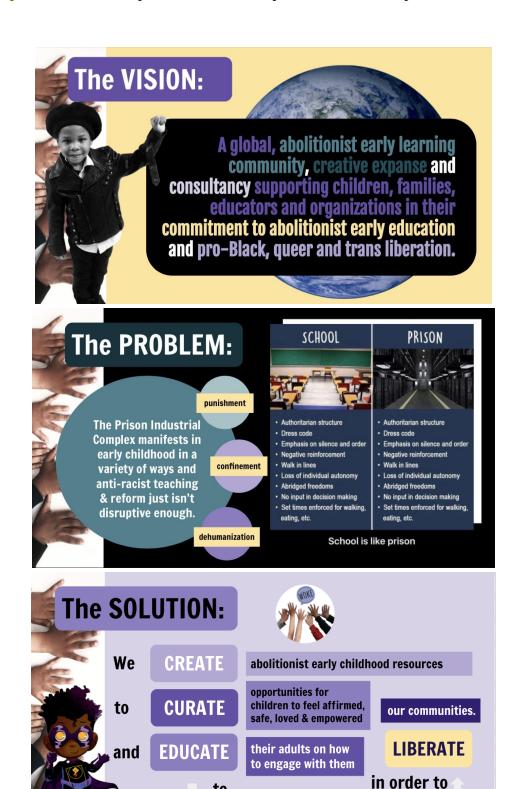
This workshop introduces participants to the pedagogy behind 60 Second Texts and how Woke Kindergarten uses "life-affirming" lenses to create literary anchors for critical conversations. 60 Second Texts are "big concepts for little people in 60 seconds". They are truthful, abolition focused, and always life-affirming. Participants will interact with our 60 second text framework and then join breakout rooms to lesson plan for a 60 Second Text of their choice. This workshop comes with Woke Kindergarten's 60 Second Text Lesson Plan, and participants will leave with a tangible plan that they can implement in their classrooms.



#### 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.



to

**ELIMINATE** 

carceral logics



#### 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 Alouds









# Woke Kindergarten x Glassbrook ES

[PROPOSAL]

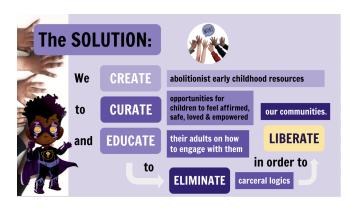
#### **OVERVIEW**

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 school-year long (8-10 month) partnership that incorporates a combination of workshops, applicable practice, feedback and coaching.

Date: August 2021-May 2022 (December off)

#### **WHO WE ARE**

Woke Kindergarten is 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.



#### **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 APPROACH**

Over the course of 8 months, Woke Kindergarten will facilitate 4 virtual workshops bi-monthly and host a total of 4 virtual coaching sessions with staff in off months. Each coaching session will last approximately 45 minutes to 1 hour, depending on the school's capacity to meet. 2 coaching sessions will be to plan implementation and 2 coaching sessions will be feedback sessions. In workshop months, Ki will schedule 1 agreed upon day per month as a "drop-in" day for teachers to schedule a 20-minute, 1:1 coaching, feedback or Q/A session.

#### **Expanded:**

- 1 one-hour Introductory Community Meet & Greet
- 4 bi-monthly virtual 2-hour workshops + 30 mins of strategic next steps
  - Abolitionist Teaching in the Early Years
    - Outcomes
      - MAKING SENSE Framework completion→ understanding Woke Kindergarten's life affirming lenses within Glassbrook's classroom contexts
      - Classroom Community Ecosystem Mapping
        - Using our remixed Social Change Ecosystem framework to understand our students' roles & shift the narrative.
  - Protecting Joy: The Art of Critical Conversations
    - Outcomes
      - Critical conversation facilitation with students
  - It's Lit: Early Literacy Through the Woke Kindergarten Lens (60 Sec Texts)
    - Outcomes
      - → Lesson Plan implementation
      - → Kid-created 60 second texts
  - Woke Wonderings: Kids as Comrades in Building the Futures We
     Deserve
    - Outcomes
      - Generate a wondering for implementation with students
- 4 virtual coaching sessions & 1 classroom observation per teaching team.
  - o 2 planning
  - o 2 feedback
  - 1 classroom observation per team



- 1 day per month for drop-in 1:1 coaching hours: with Ki & Ana respectively
- 4, bi-monthly, 1-hour creative sessions with staff to design resources for implementation through Woke Kindergarten's lens

#### **OBJECTIVES**

- → To form an increased consciousness around abolition by understanding how the prison industrial complex manifests in the early childhood & early elementary years.
- → To differentiate between anti-racism and abolition as it pertains to teaching and learning practices.
- → To develop a plan of action for engaging in critical conversations with young children, using Woke Kindergarten's protecting joy frameworks.
- → To learn how to use 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.
- → To develop Glassbrook's own Woke Kindergarten resources, specific to their community

#### PROPOSED PERSONNEL

- Ki, founder
- Facilitator/Coach: TBD [most likely anti-racist facilitator Ana Duque], but someone who is bilingual, particularly Spanish speaking.
  - We believe this is important, given the demographic of children, families and staff that attend and/or are employed at Glassbrook ES

#### COST/BUDGET

**TOTAL: \$50,000** 

COMPONENT	PERSONNEL	TIME (total)	COST
4 Workshops: Facilitation (for reference, these workshops are \$5k individually)	Ki	8 hours	\$15000
4 Workshops: Prep Time (workshops are tailored towards our specific partners)	Ki	4 hours	\$5000
2 Coaching Sessions: Prep & Planning (we will be creating coaching plans specific to the school)	anning creating s specific to		\$5000
2 Coaching Sessions: Prep & Feedback	Ki & Facilitator	4 hours	\$5000
Drop-In Hours [1:1 coaching] (every teacher involved will be able to access 20 min 1:1 coaching sessions)	Ki & Facilitator	8 hours (1 hr/month)	\$5000
Resource Distribution & Creation (Ki- graphic & resource design, video content & MeiLei, video editing)	Ki & Woke Kindergarten Team	INCLUDED IN HOURS BELOW	\$5000
Other Fees & Labor: Strategic Planning & Development Post-Workshop Follow-Ups/Q&A Facilitator Labor Ongoing Communication Proposal Development Initial Meet & Greet	Ki, Facilitator & Woke Kindergarten Team	UP TO 50 HOURS distributed amongst 3 people total: Ki, Meilei & Ana	\$10,000

<sup>\*</sup>This proposal is specific to the duration requested. If Glassbrook ES is not able to fulfill the proposed cost, Woke Kindergarten will consider a decrease in time commitment and adjust the proposal once if said request is reasonable.

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#### 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.

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:

- One 60 second text [bilingual]
  - Photos sourced from Glassbrook community
- One Woke Read Alouds video
  - Glassbrook staff & kids choose the book
  - This includes prep, recording, captioning & 2 rounds of edits
- One Woke Wonderings Prompt (this is our resistance framework for kids, which will be implemented in every teacher's classroom)

 Specific to a problem are thinking about

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.

#### Virtual vs. In-Person

If at any point, Glassbrook requests that Ki comes in person, Glassbrook agrees to cover reasonable travel accommodations [airfare & lodging] that can be discussed at a later date & booked well in advance to ensure the most ideal pricing.

**JFK-SFO** 

#### **CONTACT:**

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