



Washington Unified School District
930 Westacre Road
West Sacramento, CA 95691
916-375-7600

REQUISITION

PR0060436
DATE 10/01/2024

SCHOOL OR DEPARTMENT	Equity, Diversity, Inclusion
DELIVER TO	Lauryn Mascarenaz
VENDOR NAME	Project Sankofa
VENDOR ADDRESS	

PHONE 0 FAX OR EMAIL @projectsankofa.org

QTY	ITEM DESCRIPTION	UNIT COST	TOTAL
1	Contract Project Sankofa through 24-25 School yr	40,000	40,000.00
		SHIPPING/FREIGHT CHARGES	
		SUBTOTAL	40,000.00
		TAX	0.000
		TOTAL	40,000.00

REMARKS/INSTRUCTIONS/COMMENTS:
Project Sankofa aims to provide programs, resources, and recommendations for organizations looking to enrich the lives of African American students and families in rural and suburban communities through culturally relevant programming. Open PO for 2024-25

SPSA: Goal/Action:
LCAP: Yes Goal/Action: 4.07
Is this board approved? Not Required (approval date)
Requisitioned By Rebecca Ramon Supervisor Lauryn Mascarenaz

BUSINESS MANAGER APPROVAL: <u>B. Duba</u> <u>Stephanie Groat</u>	
BUDGET CODE: If additional budget lines are needed, please add to the remarks section 01-207-000-0709-0-1110-1000-5800-0000 40,000	
VENDOR NUMBER: 18756 PO NUMBER: 801041	

**INDEPENDENT CONSULTANT AGREEMENT
FOR**

Project Sankofa African American Scholars Program

This Independent Consultant Agreement for African American Scholars Program ("Agreement") is made as of September 26, 2024 between the **Washington Unified School District** ("District") and Project Saknofa ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$114,500 in 2024; and

WHEREAS, the District is in need of those services on a limited basis; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District;

NOW, THEREFORE, the Parties agree as follows:

1. Services. The Consultant shall provide to the District multiple services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

2. Term. Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and approval or ratification of the District's Governing Board ("Board"), through June 5, 2025 ("Term"). Should Consultant begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Consultant's risk, as a volunteer, unless Agreement is so approved or ratified.

3. Compensation. As further set forth in Exhibit "A," District compensation to the Consultant shall not exceed forty-thousand Dollars (\$ 40,000), inclusive of any costs or expenses paid or incurred by Consultant in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Consultant submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.

4. Equipment and Materials. Consultant shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or by the Consultant's agents, personnel, employee(s), and/or subcontractor(s) ("Consultant Parties"), even if such Equipment is furnished, rented or loaned to Consultant or Consultant Parties by District.

5. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or

to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. If Consultant is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Consultant shall still be responsible for payment of all state and federal taxes.

6. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

7. Certifications, Permits, and Licenses. Consultant represents and warrants to District that Consultant and all of the Consultant Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

8. Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Consultant Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Consultant. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

9. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

10. Confidentiality. The Consultant and all Consultant Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

11. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1 With Cause by District. District may terminate this Agreement upon giving a written notice of intention to terminate for cause. Cause shall include:

- 12.1.1** material violation of this Agreement by the Consultant; or
- 12.1.2** any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.1.3** Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

12.2 Without Cause by the Parties. The District may, at any time, with or without reason, terminate this Agreement fifteen (15) days written notice and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for Services satisfactorily completed to date.

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

13. Indemnification. To the furthest extent permitted by California law, Consultant shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Consultant shall, to the furthest extent permitted by California law, defend the District Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the District Parties where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Consultant shall not exceed the proportionate percentage of the Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer

with other parties regarding unpaid defense costs. The District Parties shall have the right to accept or reject any legal representation that the Consultant proposes to defend the indemnified parties.

14. Insurance. The Parties shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1 General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

14.2 Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Consultant and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Consultant.

14.3 Workers' Compensation and Employers' Liability Insurance. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

14.4 Sexual Molestation and Abuse Insurance. Consultant shall maintain sexual molestation and abuse coverage with a One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit of liability.

14.5 Other Insurance Provisions:

14.5.1 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.5.1.1 The District, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.5.1.2 For any claims related to the Services, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

14.5.1.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.5.2 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.5.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.5.4 Consultant shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. Limitation of Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

16. Compliance with Laws; Effect of Noncompliance. Consultant shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. Fingerprinting of Employees. Consultant shall complete the Criminal Background Investigation Certification, attached to this Agreement and incorporated by this reference, prior to commencing the Services, certifying Consultant's compliance with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1.

The Consultant's responsibility shall extend to all employees, subcontractors and agents of Consultant, and employees and agents of Consultant Parties, regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Consultant is a sole proprietor and it is determined that Consultant will have contact with any pupils, Consultant and all of the Consultant Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Consultant and none of the Consultant Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or e-mail transmission, addressed as follows:

District

Washington Unified School District
930 Westacre Road
West Sacramento, CA 95691
ATTN: Dr. Lauryn Mascareñaz
lmascarenaz @wusd.k12.ca.us

Consultant

Project Sankofa Inc
4858 W. Pico Blvd. #316
Los Angeles, CA 90019
ATTN: Maisha Beasley
EMAIL: drbeasley@projectsankofa.org

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's Board. Services shall not be rendered until Agreement is approved.

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

23. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

24. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

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

26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.


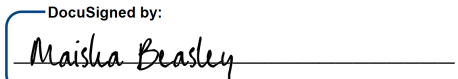
27. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

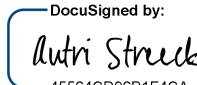
28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

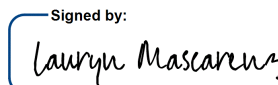
29. Order of Precedence. The Parties agree that any conflict or inconsistency among the terms contained in this Agreement and any document attached hereto, or referenced herein, shall be resolved in the following order of precedence: (1) the body of this Agreement, (2) any purchase order issued by the District to Consultant, (3) any exhibit or addendum to this Agreement, (4) any quote, bid, proposal, order or service form or any other document issued by Consultant to District and incorporated into this Agreement, and (5) Consultant's standard terms and conditions, if incorporated by reference in any of the aforementioned documents of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

WASHINGTON UNIFIED SCHOOL DISTRICT Date: <u>9/26/2024</u> Signature: <u></u> Print Name: <u>Monique Stovall, Chief Business Officer</u> Its: <u>Chief Business Officer</u>	Project Sankofa Date: <u>9/18/2024</u> Signature: <u></u> Print Name: <u>Maisha Beasley</u> Its: <u>Executive Director</u>
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Department Administrator: 
45564CD96B1F4CA...

Signed by: 
42A880BA92644C2...

Information regarding Consultant:

License No: <u>B5288361</u> Address: <u>[REDACTED]</u> <u>[REDACTED]</u> Telephone: <u>[REDACTED]</u> Facsimile: _____ E-Mail: <u>[REDACTED]@projectsankofa.org</u> Consultant's state of residence: <u>CA</u> States in which Consultant is licensed to do business: <u>CA</u> Type of Business Entity: <u>non-profit</u> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation, State: _____ <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Other: _____	<u>85-3716648</u> : Employer Identification and/or Social Security Number NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.
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Exhibit A
Scope of Services

WORKERS’ COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

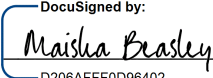
Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input checked="" type="checkbox"/> I do not employ anyone in the manner subject to the workers’ compensation laws of California.
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Date: 9/18/2024

Consultant: Project Sankofa Inc.

Name and Title: Maisha Beasley Executive Director

Signature:  DocuSigned by:
Maisha Beasley
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(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant’s responsibility for tuberculosis (“TB”) clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Consultant certifies that the following item applies to the Services that are the subject of the Agreement:

- ☒ The Consultant ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- ☐ Consultant shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

Date:

9/18/2024

Consultant:

Project Sankofa Inc.

Name and Title:

Maisha BeasleyExecutive Director

Signature:

DocuSigned by:

Maisha Beasley

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CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Consultant and the Consultant's agents, personnel, employee(s), and/or subcontractor(s) ("Consultant Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

- A. ☒ Consultant and the Consultant Parties, if any, shall have **no contact** with District students **or shall only have contact that is under the immediate supervision and control of a District employee or the student's parent/guardian** (as determined by District) at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: 9/18/2024

District Representative's Name and Title: Lauryn Mascarenz Director, EDI.

District Representative's Signature: 
42A880BA92644C2...

- B. ☐ The following Consultant Parties will **have contact** with District students outside of the immediate supervision and control of District employee(s) or the student's parent/guardian (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Consultant is not a Sole Proprietor, all of the Consultant Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Consultant Parties have been arrested or convicted of a serious or violent felony, as defined by Education Code section 45122.1;

OR

☐ If Consultant is a Sole Proprietor, all of the Consultant Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Consultant and none of the Consultant Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

C. ☐ Consultant and the Consultant Parties are providing the following services:

☐ **Work Experience Program.** Consultant and the Consultant Parties are offering qualifying work experience opportunities for students, or workplace placements as part of a student's Individualized Education Program ("IEP"), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during student's work hours has a valid criminal records summary; (b) a District employee will make at least one visitation every three weeks to consult, observe and check in to ensure student health, safety and welfare; and (c) the student's parent/guardian has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).] **OR**

☐ **Independent Study Program.** Consultant and the Consultant Parties provide independent study program services to students under the immediate supervision and control of student's parent/guardian and District has either **[check as applicable]** ☐ (a) verified completion of a valid criminal records summary for all Consultant Parties who interact with pupils; or ☐ (b) District has ensured that parent/guardian has signed a consent form per Ed. Code 45125.1(b)(3)(B) [Ed. Code, §45125.1(b)(3).]

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

No Services shall commence until all documentation is submitted, determinations by DOJ and FBI have been made (as applicable), and final approval is received. Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information, including additional Consultant Parties, which differs in any way from the representations set forth above, Consultant shall immediately notify District and prohibit any new Consultant Parties from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. Consultant's responsibility for background clearance extends to all Consultant Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

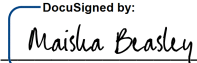
CONSULTANT CERTIFICATION

The undersigned does hereby certify that I am a representative of the Consultant; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Consultant's sole responsibility to maintain, update, and provide the District with current "Criminal Background Investigation Certification" information for all Consultant Parties throughout the duration of the Agreement.

Date: 9/18/2024 _____

Consultant: Project Sankofa Inc. _____

Name and Title: Maisha Beasley Executive Director _____

Signature:  _____
D206AFFF0D96402...



Consulting Agreement for Washington Unified School District



This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between Project Sankofa Inc. having its principal place of business at 4858 W. Pico Blvd. #316 Los Angeles, CA 90019 (the “Consultant”), and the Washington Unified School District (the “Client”) who agrees to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of consulting services and

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Term

This Agreement shall begin on September 27th, 2024 and continue until May 30, 2025
 . Either Party may terminate this Agreement for any reason with 60 days written notice to the other Party.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to the following outline of work.

African American Scholars Project Overview

A social & emotional space for students from the African diaspora to learn about culture. To provide coping skills and preparation for college.

Student Workshops Series

- Weekly meetings (virtual and in-person) that center around community, self esteem, and academic achievement.
- Students will engage in critical dialogue and activities to enhance the curriculum themes.

Program Wide Workshops

- Family workshop to foster community and enhance knowledge around supporting students through the educational process.
- Exposure to a variety of community opportunities and resources around community engagement and college

Key Metrics for AASP

Student Engagement and Participation

- Attendance: Track the number of students attending each meeting.



- **Active Participation:** Observe the frequency and quality of student contributions during discussions and activities.
- **Qualitative Feedback:** Collect student feedback on the relevance and enjoyment of the meetings.

Community Building and Belonging

- **Social Connections:** Observe the development of friendships and positive relationships between students.
- **Sense of Community:** Assess students' feelings of belonging and acceptance within the group.
- **Inclusive Behavior:** Monitor instances of inclusive language and actions.

Self-Esteem and Confidence

- **Self-Perception:** Collect student reflections on their self-worth and confidence.
- **Risk-Taking:** Observe students' willingness to share their thoughts and participate in activities.
- **Resilience:** Assess students' ability to cope with challenges and setbacks.

Academic Achievement

- **Grades:** Monitor changes in student grades, particularly in subjects related to the curriculum themes.
- **Homework Completion:** Track the rate of homework completion and quality.
- **Test Scores:** Compare pre- and post-meeting test scores.

Critical Thinking and Dialogue

- **Quality of Discussions:** Evaluate the depth and thoughtfulness of student contributions.
- **Argumentation:** Assess students' ability to present different perspectives and engage in constructive debates.
- **Problem-Solving:** Observe students' problem-solving skills and ability to apply critical thinking to real-world situations.

Data Collection Methods

- **Observations:** Note student behavior, interactions, and participation during meetings.
- **Surveys and Questionnaires:** Collect student feedback on their experiences and perceptions.
- **Interviews:** Conduct individual or group interviews to gather in-depth insights.
- **Journaling:** Encourage students to write about their thoughts and feelings related to the meetings.›

3. Compensation

Payment. Payment in consideration for the Consulting Services, the Client shall pay the Consultant a total amount of with payment of the **\$40,000** for services at two middle schools for Washington Unified School District. The Consultant shall invoice the Client on or before the first of the month and payment shall be due and payable within 30 days of the Client's receipt of the invoice.

Payment Plan. A deposit of 50% (\$20,000) is required prior to Friday, Oct 18, 2024 and the remaining \$20,000 invoiced monthly (February- \$5,000, March- \$5,000, April - \$5,000 and May - \$5,000).

Late Payment Penalty. Any payment due according to the payment plan listed above that is not paid 30 days past the agreed upon without written notice will be subject to a penalty fee. Project Sankofa provides a 60 day grace period for non-paid invoices before applying a penalty fee to the agreed upon invoice amount.



The fee begins at 10 percent and will not exceed 25 percent for the duration of the contract timeline.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work products intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

5. Confidentiality

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the Confidential Information), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

6. Noncompetition

During the term of this Agreement and for 12 months thereafter, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries.

7. Non Solicitation of Customers

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

8. Nonsolicitation of Employees

During the term of this Agreement and for 6 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.



9. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

11. Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

- A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- Issue a refund or credit based on a reasonably accurate percentage of Services rendered;
- Excuse Client of any further performance and/or payment obligations in this Agreement.

12. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of CA and subject to the exclusive jurisdiction of the federal and state



courts located in Los Angeles, CA .

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Signed by:

Lauryn Mascarenz

42A880BA92644C2...

Washington Unified School District
Personnel

9/18/2024

Date

Project Sankofa Inc.

DocuSigned by:

Maisha Beasley

D206AFFFD96402...

Maisha Beasley, Chief Executive Office

9/18/2024

Date

Project Sankofa Inc.

[Redacted]
[Redacted]
90019 US
[Redacted]
[Redacted]
www.projectsankofa.org



INVOICE

BILL TO
Washington Unified School District
930 Westacre Rd
WEST SACRAMENTO, CA
95691-3224 UNITED STATES

INVOICE 00060
DATE 09/30/2024
TERMS Net 30
DUE DATE 10/30/2024

DESCRIPTION	AMOUNT
Delivery of AASP programming - Fall	20,000.00
<hr/>	
BALANCE DUE	\$20,000.00



Washington Unified School District

Additional Services Overview

2024 - 2025

Program Overview

Black Young Women's Collective

Program Description

The small group program for black girls in high school aims to provide a supportive and empowering space for participants to explore their identities, address unique challenges, and develop valuable skills for personal and academic success for a maximum of 30 students. . The program will consist of regular sessions held in a safe and inclusive environment, where participants can engage in discussions, activities, and receive mentorship from trusted facilitators.

Measured Outcomes

- Assess participants' self-confidence and self-esteem levels before and after the program using self-report measures or validated scales.
- Monitor improvements in participants' belief in their abilities and their willingness to pursue personal and academic goals. ● Collect feedback on participants' ability to navigate challenges related to their identity and their level of comfort in expressing themselves authentically.
- Track participants' engagement with mentors and facilitators, measuring the frequency and quality of mentorship interactions.
- Monitor participants' perception of the program's effectiveness in providing guidance, support, and mentorship. ● Monitor participants' academic progress, such as grades, attendance, or completion of challenging assignments. ● Gather feedback on participants' goal-setting abilities, study habits, and strategies for overcoming academic obstacles.

Duration

- November 2024 - May 2025

Proposed Investment

\$40,000

Recommendation #2 Strategic Planning for Continued African Diaspora Support

Overview

The Family Engagement Program seeks to create a supportive community for African Diaspora families with no maximum capacity, equip them with resources and information to enhance their children's academic success, and empower them to advocate effectively for their children's needs.

Key Activities

- Family Forums: Regular gatherings to discuss support, advocacy, and resources.
- Workshops: Educational sessions on topics such as cultural understanding, academic landscapes, and advocacy strategies.
- Networking Opportunities: Connect families with like-minded individuals and organizations.
- Small Group Coaching: Personalized guidance for families seeking deeper support.

Evaluation and Recommendations

- Project Sankofa staff will analyze feedback from focus groups and workshops.
- Based on these findings, the team will develop recommendations for targeted programs and resources to serve the African American family community within the district.

Measurable Outcomes

- Number of families participating in workshops, forums, and coaching sessions.
- Percentage of families who report feeling supported and informed.
- Family satisfaction survey results.
- Increased number of parents attending school events and conferences.
- Higher percentage of parents who feel confident advocating for their children.
- Positive feedback from teachers regarding parent involvement.
- Growth in parent-teacher associations or similar organizations.
- Development of strong family-to-family connections within the African Diaspora community.
- Increased awareness of available resources and services.
- Positive impact on the overall school climate and sense of belonging.

Duration

November 2024 - May 2025

Proposed Investment

\$15,000

Project Timeline

Recommendation 1: AASP Middle School Pilot

Duration: March - May 2024

Task Description Responsible Party	Date Due
Approve recommendation WUSD	Feb 8, 2024
Meet to review & outline logistics Project Sankofa	Feb 20, 2024
AASP Pilots Project Sankofa	Mar 18, 2024

3

Recommendation #2 Strategic Planning for Continued African Diaspora Support

Duration: March - May 2024

Task Description Responsible Party	Date Due
Approve recommendation WUSD	Feb 16, 2024
Meet to review & outline logistics Project Sankofa	Mar 7, 2024
Create project plan & outcomes Project Sankofa	Mar 14, 2024

Recommendation #3: Community & Freedom School Innovation Duration: March - August 2024	
Task Description Responsible Party Approve recommendation WUSD	Date Due
Meet to review & outline logistics Project Sankofa	Feb 16, 2024
	Mar 7, 2024

Create project plan & outcomes Project Sankofa Mar 14, 2024

Notes from 2/22/24

AASP

Middle School Choice: Westmore Oaks (start) / Westlake Village (add-on)

– Need security clearance & who pays for it

- Start April 8th
- Monday, Tuesday , Thursday (1:30 - 2:30pm)
- Share AASP curriculum list

Freedom Schools

June 17th - July 26th

8am - 3pm

Breakfast, Lunch, Snacks

Cultural Literacy Blocks

Field Trips on Friday

Roberts Family Foundation (teachers, site coordinators)

WUSD

- Logistics
- Food
- Field trip transportation
-

801041
Purchase Order Number

10/24/2024
Date Change Order Created

11/14/2024
Board Approval Date

The Washington Unified School District and
mutally agree to the following amendment at

Project Sankofa
Contractor

Educational Services- Equity, Diversity, and Inclusion
Site / Department

AMENDMENT DATE

The effective dates of this amendment to Contract Services are

10/24/2024
Date

TO

06/05/2025
Date

AMENDMENT

The contract between Washington Unified School District and the CONTRACTOR is amended as provided herein:

This amendment is to expand our agreement to include more schools with Project Sankofa. Project Sankofa provides programs, resources, and recommendations for organizations looking to enrich the lives of African American students and families in rural and suburban communities through culturally relevant programming.

	Original Contract Amount	\$ 40,000.00
	Amount of Increase	\$ 55,000.00
	Amount of Decrease	
BUDGET CODES	01-207-000-0709-0-1110-1000-5800-0000	
	Total Amount of Increase / Decrease	\$ 55,000.00
	REVISED CONTRACT AMOUNT	\$ 95,000.00

These signatures attest the parties agreement hereto:

DISTRICT

Authorized District Signature

Date

10/24/2024

Site / Department Administrator

CONTRACTOR

DocuSigned by:
Maisha Brasley

10/24/2024

Authorizing Signature

Date

Executive Director

Title