

CONSULTANT SERVICES AGREEMENT

BETWEEN
Ravenswood City School District
AND
Learning Culture, LLC

THIS Memorandum of AGREEMENT (**the “Agreement”**) is made effective as of January 3, 2022 (**the “Effective Date”**), by and between the Ravenswood City School District, a public school district organized and existing under the laws of the State of California (**the “District”**) and **Learning Culture, LLC (“Consultant”)**. The District and Partner are collectively referred to herein as the **“Parties”**, and each is individually referred to, from time to time, as a **“Party”**.

WHEREAS, the District wishes to retain Learning Culture, LLC (Consultant) to support the District’s antiracist commitment in an effort to reflect, understand societal context, and practice abolitionist teaching.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Context & Contract Purpose

Please see the proposed scope of work in Appendix A.

2. Pricing

- i. Consultant’s billing rate will be \$100 per person, for up to four hours per day:

Phase	Budget
1 – CSEA Group 1 39 persons	\$3,900
2 - CSEA Group 2 41 persons	\$4,100
3 - CSEA Group 3 60 or more persons	\$6,000
Total Project	\$14,000

- ii. Consultant shall submit invoices to the District for services rendered under this Agreement.

3. *Other Terms*

- i. It is expressly understood that Consultant is an independent contractor and no agency, employment, partnership, joint venture or other relationship is established, or is intended by this Agreement.
- ii. Consultant agrees to defend, save harmless, and indemnify District and its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement, and which result from the negligent acts or omissions of Consultant.
- iii. The term of this Agreement shall be from January 3, 2022 until June 30, 2022 unless the work is completed or the work is terminated by the District. The District may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, reports, and materials (hereafter referred to as materials) prepared by Consultant under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Consultant shall be paid for all work satisfactorily performed until termination.
- iv. This Agreement is complete and contains all the terms and conditions agreed upon by the Parties. No amendment shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement shall be binding on the Parties. The Parties agree that only the Superintendent shall be authorized to execute written amendments to this Agreement on behalf of the District.
- v. This Agreement shall be governed by the laws of the State of California and any action brought in connection therewith shall have as its venue the County of San Mateo.
- vi. Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the Superintendent and any attempted assignment without such prior written consent shall automatically terminate the Agreement.
- vii. Any notice, request, demand or other communication required or permitted under this Agreement shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, or when deposited with a public courier service for transmittal or delivery, charges prepaid, and addressed as follows:

TO CONSULTANT:
Anndretta Lyle Wilson
Learning Culture, LLC
info@learningculture.net
anndretta@gmail.com

TO SCHOOL DISTRICT:
Gina Sudaria, Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303
gsudaria@ravenswoodschools.org

SIGNATURE PAGE

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria, Superintendent

Date

LEARNING CULTURE, LLC

Anndretta Lyle Wilson

Anndretta Lyle Wilson

12-6-21

Date