

PALM SPRINGS UNIFIED SCHOOL DISTRICT
 150 DISTRICT CENTER DRIVE, PALM SPRINGS, CA 92284

Contract

Contract # **C-0003668**

1/2

Orig FY 2020
 Orig Date 10-08-2019
 AKOBEN LLC

Vendor 104959
AKOBEN LLC
 364 E. MAIN ST
 SUITE 1405
 MIDDLETOWN, DE 19709

 Phone 3026915976
 Email ADMIN@AKOBEN.ORG

Buyer SEANDEE JACKSON
Phone (760) 883-2710

Fax
Terms & Conditions SEE DISTRICT WEB SITE

Payment Terms NET30

Routing STUDENT SVCS/DHS/DSMS

Ship To
STUDENT SERVICES
 150 DISTRICT CENTER DRIVE
 PALM SPRINGS, CA 92264

Bill To
PSUSD FISCAL SERVICES
 150 DISTRICT CENTER DRIVE
 PALM SPRINGS, CA 92264

Contract # must appear on all packages and documents.

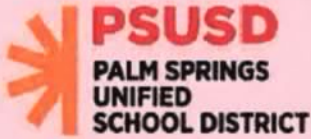
Fax (760) 325-8723

Originators WHITNEY KNIGHT(R0065191)

Line	Item	Funding	Total
1	CONSULTANT SERVICES		\$13,000.00
	CONSULTANT SERVICES TO PROVIDE PROFESSIONAL DEVELOPMENT, ON-SITE COACHING & IMPLEMENTATION SERVICES: Train and coach "Champions" with principles and skills of restorative practices and trauma informed care at Desert Hot Springs High School and Desert Springs Middle School.	06-630-3312-9-1110-1000-5815	100%
	Dates of Service to be mutually agreed upon throughout the term of the agreement.		
2	CONSULTANT SERVICES		\$1,500.00
	CONSULTANT SERVICES TO PROVIDE PROFESSIONAL DEVELOPMENT, ON-SITE COACHING & IMPLEMENTATION SERVICES: Train and coach "Champions" with principles and skills of restorative practices and trauma informed care at Desert Hot Springs High School.	03-315-0760-0-1110-1000-5815	100%
	Dates of Service to be mutually agreed upon throughout the term of the agreement.		
3	CONSULTANT SERVICES		\$1,500.00
	CONSULTANT SERVICES TO PROVIDE PROFESSIONAL DEVELOPMENT, ON-SITE COACHING & IMPLEMENTATION SERVICES: Train and coach "Champions" with principles and skills of restorative practices and trauma informed care at Desert Springs Middle School.	06-215-3010-0-1110-1000-5815	100%
	Dates of Service to be mutually agreed upon throughout the term of the agreement.		

C0003668

Galaxy
 REPORTING



PALM SPRINGS UNIFIED SCHOOL DISTRICT
150 DISTRICT CENTER DRIVE, PALM SPRINGS, CA 92284

Contract

Contract # **C-0003668**

2/2

Orig FY 2020
Orig Date 10-08-2019
AKOBEN LLC

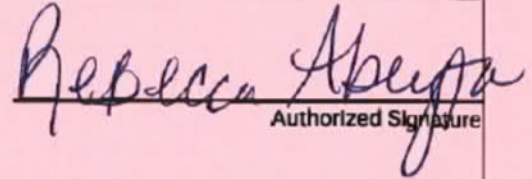
Line	Item	Funding	Total
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Note Services to be provided as per fully executed Provider Services Agreement dated July 1, 2019 with Attachment "A."

To be ratified by the Board of Education at the BOE meeting to be held on November 26, 2019.

2019/2020 School Site Safety Certification Form is on file with the Purchasing Services office; this certification is required per Educational Code and is mandatory in order to allow non-District employees access to a school campus. It is the responsibility of the Vendor, Contractor or Service Provider to notify the Purchasing Services offices with any changes necessary throughout the year it is valid.

Total Line Items:	\$16,000.00
Discount:	\$0.00
Sub-Total:	\$16,000.00
Tax:	\$0.00
Freight:	\$0.00
Order Total:	\$16,000.00


Authorized Signature

PROVIDER SERVICES AGREEMENT
No. C0003668

This PROVIDER Services Agreement ("Agreement") made and entered into this date of July 1, 2019 by and between Palm Springs Unified School District ("District") and Akoben LLC ("PROVIDER").

WITNESSED, the parties do hereby agree to perform services as follows:

1. **SCOPE OF SERVICES:** The Provider agrees to perform services for the District sites of Desert Hot Springs High School (DHSHS) and Desert Springs Middle School (DSMS): "Building A Restorative School Community" 5-Day Project for professional development to train and coach "Champions." This project includes each of the 25 participants to receive the new book by Dr. Malik Muhammad, "*The Restorative Journey – Book One: The Theory and Application of Restorative Practices*." The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms referencing in the proposal as Attachment "A". The work will be performed under the direction of Dr. Anne Kalisek, Executive Director, Student Support Services for the District. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms in Attachment "A".

2. **PERFORMANCE PERIOD:** The performance period of this Agreement shall begin on July 1, 2019 and terminate automatically on June 30, 2020. Tentative dates of services: August 2, 2019; September 30, 2019; October 1, 2019; January 8, 2020 and April 28, 2020.

PAYMENT/SCHEDULE: Provider shall furnish to the District the above-described services (the "Services") for a total cost not to exceed **SIXTEEN THOUSAND DOLLARS AND 00/100 (\$16,000.00)** per Attachment "A" hereby attached. Payments will be processed upon satisfactory completion of each session of the Services and receipt of an approved invoice.

Reimbursable expenses **DO NOT** apply to this agreement.

Providers who do not declare a State of California address may be subject to California tax withholding (up to 7%) for all services provided within the State of California. A CA590 or CA587 is required for all Non-resident Providers.

Payments will be processed as invoiced upon satisfactory completion of the services within 30 days of receipt of an approved original invoice. **Non-resident Providers are to itemize their services to reflect in-state services.**

3. **WORK PRODUCT OWNERSHIP:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by PROVIDER in connection with the Services shall be the exclusive property of the District. Upon request, PROVIDER shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product.

4. **ENTIRE AGREEMENT / AMENDMENT / MODIFICATION:** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

- (a) Increase dollar amounts;
- (b) Effect administrative changes; and
- (c) Effect other changes as required by law.

5. **NOTICE:** All notices required to be delivered under this Agreement to the other party must be in writing and addressed to the respective party as set forth below or to such other persons as the parties may hereafter designate by written notice to the other party hereto:

TO THE DISTRICT:

PALM SPRINGS UNIFIED SCHOOL DISTRICT
150 District Center Drive
Palm Springs, CA 92264
Phone: (760) 883-2710 Option 3
Attention: Rebecca Abeyta, Director of Purchasing Services

TO PROVIDER:

Akoban LLC
364 East Main Street, Suite 1405
Middletown, DE 19709
(509) 869-6869
Attn: Abdul-Malik Muhammad, Ed.D., Founder and Team Leader

6. **INDEPENDENT CONTRACTOR:** PROVIDER will provide services under this Agreement as an independent contractor and not as an employee of the District. District will not withhold federal or state income tax deductions from payments made to PROVIDER under this Agreement and will not provide PROVIDER fringe benefits, including health insurance benefits, sick leave, paid vacation, or any other employee benefit. PROVIDER must provide District with his/her Social Security Number or Taxpayer ID number. District will provide PROVIDER and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by the IRS.

7. **INDEMNIFICATION:** To the fullest extent permitted by law, PROVIDER agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Worker Compensation and Employer Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to PROVIDER's employees or PROVIDER's subcontractor's employees arising out of PROVIDER's work under this Agreement; and

(b) General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the PROVIDER or the District, or any person, firm or corporation employed by the PROVIDER, either directly or by independent contract, upon or in connection with the Services, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent consultants who are directly employed by the District;

(c) Professional Liability: Any loss, injury to, or death of, persons or damage to property arising out of, pertaining to, or relating to any default, error, omission, negligent or wrongful act of the PROVIDER, or any person, firm or corporation employed by the PROVIDER, either directly or by independent contract, including damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT and/or SERVICES, including liability for damages that occur on or off DISTRICT property; but not for damages that result from the sole or active negligence, or willful misconduct of the DISTRICT

The PROVIDER, at PROVIDER's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. **INSURANCE:** As required by law, PROVIDER acknowledges PROVIDER's obligation to obtain appropriate insurance coverage in accordance with the requirements listed below for the benefit of the District and PROVIDER's employees, if any.

- a) The PROVIDER shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b) The PROVIDER shall carry Comprehensive General Insurance with limits of not less than One Million Dollars (\$1,000,000) and Auto Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence.
- c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that PROVIDER subcontracts any portion of PROVIDER's duties, PROVIDER shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

Each policy of insurance required in Item 8b above shall by separate endorsement name DISTRICT and its officers, agents and employees as additional named insureds; shall state that, with respect to the operations of PROVIDER hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation.

9. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** PROVIDER shall comply with all federal, state and local laws and ordinances applicable to the Services. PROVIDER will not at any time or in any manner, either directly or indirectly, use for the personal benefit of PROVIDER, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). PROVIDER will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Contract. Upon termination of this Contract, PROVIDER will return to the District all student records, other records, notes, documentation and other items that were used, created, or controlled by PROVIDER during the term of this Contract.

10. **FINGERPRINTING REQUIREMENTS:** Education Code § 45125.1 states that if employees of any PROVIDER providing services at a school site might have any contact with any under age pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services by PROVIDER, PROVIDER will not perform SERVICES until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

11. **ANTIDISCRIMINATION:** It is the policy of the DISTRICT that in connection with all work performed under Agreements, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The PROVIDER agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the PROVIDER agrees to require like compliance by any subcontractors employed on the work by such PROVIDER. In accordance with Government Code section 12990, the PROVIDER shall give written notice of its anti-discrimination obligations to any labor organization with which PROVIDER has a collective bargaining or other agreement. PROVIDER shall also require any subcontractor it hires to provide written notice of its anti-discrimination obligations to any labor organizations with which the subcontractor has a collective bargaining or other agreement.

12. **TERMINATION:** This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to PROVIDER. In the event of a termination without cause, the DISTRICT shall pay PROVIDER for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the PROVIDER for Board approved extra services. Any advance payments to Provider at the time of termination will be pro-rated at the District's discretion based on services completed. Any overpaid amounts will be returned to District within ten (10) days. The District's termination of the Agreement shall in no way affect PROVIDER's obligation to hold harmless and indemnify the District in accordance with the paragraph 6.

13. **IN WITNESS THEREOF,** the parties hereunto have subscribed to this Contract, including all Agreement Documents included in this Agreement as listed below:

- Specifications/Scope of Work Statement
- Contract Purchase Order (will be sent after signature and needed documents are received)
- School Site Safety Certification
- W-9 form (Company Name must be the Consultant)
- Other: Certificate(s) of Insurance

PALM SPRINGS UNIFIED SCHOOL DISTRICT

Brian J. Murray, Ed.D.
Assistant Superintendent, Business Services

B. Murray 11/6/19
Signature Date

November 26, 2019
Board Ratification Date

APPROVED AS TO FORM

Atkinson, Andelson, Loya, Raud & Romo

Constance J. Schwandt, Esq.
Attorneys for Palm Springs Unified School District

PROVIDER: AKOBEN LLC

Malik Muhammad
Name (Print)

Abdul-Malik Muhammad
Signature Date

364 E. Main St Suite 1405
Address, City, Zip Middletown, DE 19709

302-507-4623 pharris@akoben.org
Phone Fax E-mail



Akoben

Leading in the Struggle to Serve

“Building A Restorative School Community” Proposal Desert Hot Springs High School and Middle School 2019

Context

Desert Hot Springs High School and Middle School are comprehensive schools serving a diverse student body. With over 1,700 students coming from various communities, DHSHS’ educational program strongly emphasizes the mastery of academic skills so that students can successfully have a clear path after graduation. DHSHS and DHSMS are interested in support to continue their journey to develop a restorative and trauma-informed school culture. This directly aligns with their schoolwide learner outcome to *“support and value the strength of community: demonstrate positive personal qualities, work habits, and attitudes.”*

Summary of Work

Akoben will partner with Desert Hot Springs High School and Middle School to train and coach “champions” within the school with the principles and skills of Restorative Practices and Trauma Informed Care. Depending on the needs of the school, this project will include professional development and on-site coaching as described below.

Objectives and Measures of Success

The objectives for the project will be to:

- Implement recommendations for building a restorative, trauma informed and positive school culture and serving high-needs students at Desert Hot Springs High School and Middle School with an emphasis on capacity building for leadership/staff and providing professional development and support
- Improve school responsiveness through coaching of targeted staff

The measures for this project will be:

- Professional Development evaluations indicate value-added support and guidance on effectively building a positive school culture and serving the needs of all students
- Internal and external use of the “Akoben Restorative Practices Implementation Rubric” indicates increased integration of RP within the school environment.
- Targeted coaching provides specific feedback on integrity of school’s program and includes appropriate recommendations for timely intervention

Value for Desert Hot Springs High School

The value that DHSHS and DHSMS will derive from the successful completion of this project will include:

- Support of personnel investment for school-based learning through the connection to one-on-one mentoring and coaching
- Capacity building for district to effectively build a strong and positive school culture and serve high-need students using current resources

Project Details

School-Based Professional Development

These interactive sessions will be conducted by experts from the Akoben team. All trainers have advanced and/or doctoral degrees and extensive experience both in the field and presenting on our core and specialty topics across the US and internationally. Additionally, all of our PD sessions explicitly use

and are rooted in a restorative methodology and format. Each workshop includes experiential activities, technology, and challenges participants to immediately implement in their school environment. The participants will be the school-based “Champions,” using the interventions gained in this training to work with their colleagues and directly with students. Akoben will propose to provide the following training to the Champions:

- a. “Developing a Restorative and Strengths-Based Approach - Part 1 (DRS-101)

Additionally, we can provide any of the following trainings to the Champions and other staff:

- b. “Developing a Restorative and Strengths-Based Approach - Part 2 (DRS-102)
- c. Why Do These Kids Keep Acting Up: Understanding Behavior Through a Trauma Informed Lens” (TIC-100)
- d. Being Trauma Informed and Restorative: Two Keys to Success (TIR-100)
- e. Circles: A Powerful Way to Connect and Heal our Community (CIR-100)
- f. Building a Stronger School Community: One Relationship at a Time (SSC-100)
- g. As Tough As We Need to Be: Classroom Interventions to Build Accountability and Community (CLA-100)
- h. We Can Save Our Boys of Color: Best Practices from the Field (WCS-100)
- i. We Can Save Our Boys of Color: Restorative Practices as a Key Element (WCS-101)
- j. Understanding Youth in Poverty (UYP-100)
- k. Awakening the Dynamic Spirit of Black Boys (ADS-100)
- l. Calling on the Village: Working with the Family and Support System (FSS-100)

Participants will also receive a copy of the new book by Akoben founder, Dr. Malik Muhammad, *The Restorative Journey – Book One: The Theory and Application of Restorative Practices*.



School-Based Coaching and Implementation Support

To be truly effective, participants need follow-up and support outside of professional development sessions. Our targeted coaching and consultation process will pair an Akoben Trainer with the champions to build or enrich their capacity to serve and implement these practices, deepen the learning and collectively problem solve challenging issues. These sessions are typically designed to take place during a normal school day, incorporating individual and collective opportunities for support and accountability. We will use the SOAP model, Work-Study Circle process and in-vivo application to connect and challenge staff to improve along their restorative journey. Additionally, Akoben offers optional coaching supports including Monthly Champion Conference Calls and the Take Action technology program.

Options and Fees

The options and fees for this project are as follows:

Dates	Element
August 2 nd , 2019 (full day)	“Developing a Restorative and Strengths Based Approach” Pt. 1- administered to 25 Champions
September 30 th , 2019 (full day)	Champions coaching
October 1 st , 2019 (full day)	Champions coaching
January 8 th , 2019 (full day) *See agreement for year change to reflect 2020*	“Developing a Restorative and Strengths Based Approach” Pt. 2- administered to 25 Champions


April, 28 th , 2019 <small>*See agreement for year change to reflect 2020*</small> (full day, to be split into half days between the two schools)	Champions coaching
Copy of <i>The Restorative Journey</i>	25 copies
Total Project Days	5 days
	\$16,000

For all options, we estimate a Summer 2019 start date and end date of June 30, 2020. Akoben will invoice the Desert Hot Springs High School or Palm Springs Unified based on a mutually agreed upon invoice schedule.

Acceptance

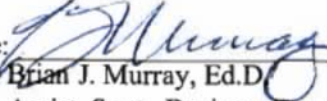
The signatures below indicate acceptance of the details, terms, and conditions in this proposal, and provide approval to begin work as specified.

For Akoben:


Abdul-Malik Muhammad
Founder and Team Leader

Date: May 28, 2019

For Palm Springs Unified or DHSHS:

Name: 
Brian J. Murray, Ed.D.
Title: Assist. Supt., Business Services

Date: 11/6/19



PALM SPRINGS UNIFIED SCHOOL DISTRICT

SCHOOL SITE SAFETY CERTIFICATION

School Year ~~2018/2019~~ 2019/2020

Agreement between the Palm Springs Unified School District ("District") and Akoben LLC

----- ("Provider").

The undersigned does hereby certify to the governing board of the Palm Springs Unified School District as follows: That I am a representative of the Provider currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate.

Provider certifies that they have taken at least one (1) of the following actions with respect to the services being provided and that which is subject to Contract/Purchase Order herein attached (check all that apply):

1. The Provider has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Provider's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Provider's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto: and/or

2. Provider certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Provider who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Provider's employees and its subcontractors' employees is

Name: Malik Muhammad

Title: Owner

3. Provider and all of its employees and/or subcontractors' employees will be under the continual supervision of, and monitored by, an employee of the District.

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Provider's responsibility for background 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 Provider.

Printed Name of Provider: Malik Muhammad

Signature of Provider: Malik Muhammad

Title of Provider: Owner

Provider Contact Number: 302-379-1043

Date of Execution: August 1, 2019

FOR DISTRICT USE ONLY - IF OPTION NO. 3 AND/OR 4 ARE CHOSEN
School Site/District Department Administrator Acknowledgment of Provider Compliance:
Print Name: Signature: Date:

Purchasing

Rebecca Abeyta, Director

November 26, 2019

Akoben LLC
Attn: Malik Muhammad, Ed.D., Founder and Team Leader

RE: PSUSD Agreement No. C0003668; Consultant Services – DHSHS & DSMS

Dear Dr. Muhammad;

Thank you for working with Palm Springs Unified School District. Attached, please find one fully executed Agreement with Contract PO referenced above. Please note the contract purchase order number on any correspondence and billing to the District.

If you have any questions, please feel free to contact me at (760) 883-2710, Ext.4806129 or by email at sjackson@psusd.us.

Sincerely,



Seandee Jackson
Buyer/Contracts Specialist

Att. (1)

Cc: Anne Kalisek, Ed.D., Executive Director, Student Support Services
Whitney Knight, Accountant