

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

MODIFICATION

This modification number one (1) dated **March 6, 2018**, to Agreement Number **C1006424**, between **Riverside County Superintendent of Schools**, herein after referred to as "SUPERINTENDENT", and **AKOBEN**, hereinafter referred to as "CONTRACTOR", each being a "Party" and collectively the "Parties" to provide **training services**.

This Agreement is modified in accordance with the Amendment clause as follows and become effective upon signing:

Section 1, TERM: Extend the term of the Agreement through **June 30, 2018**.

Section 2, SERVICES: add four (4) additional points of service including providing technical assistance, presentations in webinar format, coaching via videoconferencing, and mutually agreed customized services for the SUPERINTENDENT'S coaching staff. Actual dates of services shall be determined at the later date.

Section 4, PAYMENT:

A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR for the four (4) additional dates of services an **all-inclusive fee of \$2,500.00 per day**.

B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$22,800.00**.

All other terms and conditions of the Agreement shall remain the same.

- This modification represents an increase of: **\$10,000.00**
- Total amount of this Agreement, including this change: **\$22,800.00**
- Contractor's signature is required on modification.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 91764

AKOBEN
131 Sheehan Drive
Middletown, DE 19709

Signed *Susan Levine*
Authorized Signature

Signed *Abdul-Malik Muhammad*
Authorized Signature

Dr. Susan Levine, Director II
Printed Name and Title

Malik Muhammad - Founder + Lead Trainer
Printed Name and Title

Date 3/8/18

Date March 8, 2018

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

AGREEMENT FOR TRAINING SERVICES

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and **Akoban**, hereinafter referred to as "CONTRACTOR", each being a "Party" and collectively the "Parties."

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **February 13, 2018** to and including **May 23, 2018**.
2. **SERVICES:** CONTRACTOR shall perform and provide **four (4) day training on "Understanding the Deeper Why of Restorative Practices"** conducted by Lead Facilitator, **Dr. Malik Muhammad**, including, but not limited to:
 - A. February 13, 2018 -Restorative Practices 3.0
 - B. February 14, 2018 -Developing a Restorative and Strength-Based Approach (Part 1)
 - C. May 22, 2018 -Developing a Restorative and Strength-Based Approach (Part 2)
 - D. May 23, 2018 - Circles: A Powerful Way to Connect and Heal our Community
3. **SKILLS AND EXPERIENCE CONSULTANT** shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. CONSULTANT represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses, permits, qualification and approvals shall be maintained throughout the term of this Agreement.
4. **PAYMENT:**
 - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR **all-inclusive fee of \$12,800.00**.
 - B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$12,800.00** without a written authorization from SUPERINTENDENT.
 - C. It is the sole obligation of CONTRACTOR to ensure that the total sum of the hours worked multiplied by the hourly rate does not exceed the amount of money authorized in this Agreement.
 - D. In the event CONTRACTOR receives payment for services under this contract which is later disallowed for nonconformance with the terms and conditions herein by SUPERINTENDENT, CONTRACTOR shall promptly refund the disallowed amount to SUPERINTENDENT on request, or at its option, SUPERINTENDENT may offset the amount disallowed from any payment due to CONTRACTOR under any contract with SUPERINTENDENT.
5. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

6. **INDEPENDENT CONTRACTOR:** It is agreed that CONTRACTOR or any employee or agent of CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of SUPERINTENDENT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. It is agreed that SUPERINTENDENT will not withhold any Federal or State income tax from payment made pursuant to this contract but will provide CONTRACTOR with a statement of earnings at the end of each calendar year.
7. **INSURANCE:** CONTRACTOR shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement. **All insurance policies shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this contract.**
- A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.
- B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the contract covering any personal or property damage which may arise in or out of the contract obligation.
- C. **Workers' Compensation Insurance:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.
- D. **Professional Liability:** \$1,000,000 including coverage for errors and omissions caused by CONTRACTOR'S negligence in the performance of its duties under this Agreement.
8. **TERMINATION:**
- A. **Termination by Superintendent:** SUPERINTENDENT may terminate this Agreement without cause upon 30 days written notice. Whenever for any reason the SUPERINTENDENT determines that termination is in his best interest, SUPERINTENDENT shall provide written notice of termination to CONSULTANT stating whether the termination is in whole or in part.
- If the SUPERINTENDENT finds it necessary to terminate this Agreement without cause before completion, CONSULTANT shall be entitled to be paid in full for those services adequately completed prior to the notification of termination
- B. **Termination by Consultant:** CONSULTANT may terminate this Agreement for cause only.

- 9. **INDEMNIFICATION:** CONTRACTOR shall save, defend, hold harmless and indemnify SUPERINTENDENT, Riverside County Office of Education, Board of Education, its officers, agents, and employees against any and all liability, claims, damages, judgments, expenses, including litigation costs, attorneys' fees, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent, reckless, willful acts or omissions of CONTRACTOR, its agents or representatives. All duties of CONTRACTOR under this section shall survive termination of this Agreement.
- 10. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits or documents incorporated herein, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.
- 11. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
 - A. Increases in dollar amounts.
 - B. Administrative changes that do not affect the contractual rights of the parties.
 - C. Changes as required by law.
- 12. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

SUPERINTENDENT:
 Riverside County Office of Education
 Contracts and Purchasing Services
 3939 Thirteenth Street
 PO Box 868
 Riverside, CA 92502-0868

CONTRACTOR:
 Akoben
 131 Sheehan Drive
 Middletown, DE 19709

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Riverside County Superintendent of Schools

Akoben

Signed Susan Levine
 Authorized Signature

Signed Abdul-Malik Muhammad
 Authorized Signature

Dr. Susan Levine, Director II
 Printed Name and Title

Malik Muhammad
 Printed Name and Title

Date 11/9/17

Date 11-8-17