

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

**MODIFICATION  
PUPIL AND ADMINISTRATIVE SERVICES**

This is modification number **one (1)** to Agreement Number C1006847, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT", and **Akoban**, hereinafter referred to as "CONTRACTOR", each being a "Party" and collectively "Parties", to provide **Presenter Services**.

This Agreement is modified in accordance with the modification clause.

This modification represents an increase in the amount of **\$10,000.00** to add three (3) additional days of service, including:

- A. Technical Assistance; Presentation in webinar format
- B. Coaching via video conference
- C. Mutually agreed customized services

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

- [x] This modification represents an increase in the amount of: **\$10,000.00**
- [x] The total amount of this Agreement, including this change: **\$29,200.00**
- [x] CONTRACTOR'S signature is required on this modification.

**Riverside County Superintendent of Schools**  
3939 Thirteenth Street  
Riverside, CA 92501

**Akoban**  
364 E. Main Street Suite 1405  
Middletown, DE 19709

  
\_\_\_\_\_  
Authorized Signature

*Malik Muhammad*  
\_\_\_\_\_  
Authorized Signature

Susan Levine, Director II  
Pupil and Administrative Services  
\_\_\_\_\_  
Printed Name and Title

Malik Muhammad ~ President &  
Leader  
\_\_\_\_\_  
Printed Name and Title

Date 5/24/19

Date June 23, 2019

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

**AGREEMENT FOR PRESENTER SERVICES  
PUPIL & ADMINISTRATIVE 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 **September 20, 2018, to May 31, 2019**.
2. **SERVICES:** CONTRACTOR shall perform and provide following presenter services, including, but not limited to:
  - A. Provide six (6) days of presentation services on coaching sessions regarding Restorative Practices (RP). The estimated dates and coaching sessions are as follows, and may be subject to change within the term identified in paragraph 1 above, upon approval of SUPERINTENDENT and CONTRACTOR.

1. Dates and Coaching Sessions:

November 15, 2018	"Developing a Restorative and Strengths-Based Approach"-Part 1
November 16, 2018	"We Can Save Our Boys of Color: Promising Practices from the Field"
March 12, 2019	"Developing A Restorative & Strengths-Based Approach"-Part 2
March 13, 2019	"Why Do These Kids Keep 'Acting Up'? : Understanding Behavior Through A Trauma-Informed Lens"
May 14, 2019	"Circles, Community, and Connection"
May 15, 2019	"Understanding Youth in Poverty"

B. Provide two (2) 90 minute featured speaker presentations, on September 20, 2018, at the annual Excellence Through Equity Conference, held at the Renaissance Indian Wells, located at 44-400 Indian Wells Lane, Indian Wells, CA 92210.

3. **PAYMENT:**
  - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:
    1. Six (6) Coaching Sessions: and Two (2) 90 minute speaker presentations: An all-inclusive rate of \$19,200.00.
  - B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$19,200.00** without a written authorization from SUPERINTENDENT.
  - C. 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.**

4. **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](mailto:accountspayable@rcoe.us).
5. **SKILLS AND EXPERIENCE:** It is understood that CONTRACTOR has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that SUPERINTENDENT relies upon CONTRACTOR'S representations about its skills, experience and knowledge to perform the services in a competent manner. Acceptance by SUPERINTENDENT of the services to be performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed. CONTRACTOR further agrees to assign a proper staff member or members to render the services and such staff member(s) shall hold the proper credentials authorizing such services.
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.
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 SUPERINTENDENT'S best interest, SUPERINTENDENT shall provide written notice of termination to CONTRACTOR stating whether the termination is in whole or in part.

If the SUPERINTENDENT finds it necessary to terminate this Agreement without cause before completion, CONTRACTOR shall be entitled to be paid in full for those services adequately completed prior to the notification of termination

B. **Termination by CONTRACTOR:** CONTRACTOR 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

Susan Levine, Director II  
Pupil & Administrative Services  
Printed Name and Title

Malik Muhammad - President  
Printed Name and Title

Date 11/30/18

Date 11.30.2018