



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 682-8000
**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 25th day of January 2024, by and between the Mt. Diablo Unified School District (hereinafter "District") and Kerri Berkowitz dba Center for Relational Practices hereinafter "Contractor").

RECITALS

WHEREAS, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

WHEREAS, District is authorized to enter into this Agreement pursuant to Government Code section 53060 or Public Contract Code section 20111, or both, as further set forth below.

NOW, THEREFORE, District hereby engages Contractor to render services under the terms and conditions of this Agreement.

AGREEMENT

1. Performance of Services.

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the Services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED \$** 12,375.00.
The basis of the fee for Services shall be as follows:

District staff to check the applicable box.

\$ _____ per hour \$ _____ per day \$ see exhibit A per engagement

District Staff to enter the complete Budget Code(s).

JM
Jamie
Molina
2/26/24

(a) 01 - 2600 - 0000 - 2100 - 27260 - 000 - 538 - 022 - 5800 \$ 4,125.00
 (b) 01 - 2600 - 1110 - 1000 - 27260 - 000 - 538 - 022 - 5800 \$ 4,125.00
 (c) 01 - 2600 - 0000 - 3110 - 27260 - 000 - 538 - 022 - 5800 \$ 4,125.00

- 3. **Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

District staff to check the applicable box.

- Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 2/29/2024. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.
- (b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

- 5. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel

shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

- 6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of California Education Code section 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the Contractor and/or its employees. To the extent, Section 45125.1 is applicable; Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the Board of Education of the District that such employee has not been convicted of a felony, as defined in Section 45125.1. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
- 7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
- 8. **Indemnification.** Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- 9. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

(a) Coverage minimums shall be at least as broad as:

District staff to check the applicable box.

(b) **Commercial General Liability (CGL).**

Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$2,000,000**).

Agreements of \$25,000 or More. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**).

(c) **Automobile Liability.**

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.

For sole proprietors and small businesses using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle

(d) **Workers' Compensation.**

- As required by the State of California, with Statutory Limits, and **Employer's Liability** Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. All California employers must provide workers' compensation benefits to their employees under California Labor Code Section 3700.
- If the Contractor is a sole proprietor with no employees**, it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

(e) **Other Coverages When Applicable.** (District staff to check applicable box(es)).

- Professional Liability/Errors & Omissions Liability.** \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**
- Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**
- Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**

- (f) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- (g) **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy and to the Sexual Abuse and Molestation policy, if applicable, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- (h) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (i) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

INSURANCE REQUIREMENTS			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:			
Other:			
Initials of the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance in this Agreement.			
Superintendent or Designee	Date	General Counsel or Designee	Date

- 10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 11. **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, Contractor 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 Contractor 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 Contractor'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 Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 12. **Limitation of District 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 Agreement 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.
- 13. **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 telegram, overnight delivery service, or facsimile transmission, addressed as follows:
 - i. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day 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.

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Business Name: Kerri Berkowitz

Attn: _____

Address: 4839 Cypress Ave

City/State/Zip: Richmond CA 94804

Phone: (415) 652-4151

Fax: _____

Email: Kerriberkowitz@gmail.com

Tax ID #: _____



14. **Entire Agreement of Parties.** 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.
15. **California 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 Contra Costa County, California.
16. **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.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **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. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **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.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of Government Code section 1090 and the Political Reform Act and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
 - (a) Exhibit A – Description of Services, Timelines, and Partial Payment Schedule
 - (b) Exhibit B – Fingerprinting Certification
 - (c) Exhibit C – Workers’ Compensation Certification
 - (d) Exhibit D – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature]
Signature of Principal/Budget Administrator



Kerri Berkowitz
Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 2-5-24
Signature of Contractor/Consultant Date

Title: Director of Partnership & MTSS
Print Name and Title

Title: Kerri Berkowitz, Funder + Lead Trainer
Print Name and Title

By: N/A
Signature of District Administrator (if applicable) Date

Title: N/A
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: [Signature] 2/20/24
Signature of Superintendent or Designee Date

Title: Chief of Educational Services
Print Name and Title

AGREEMENT ORIGINATOR. Prior to commencement of the services, sign and forward completed original agreement packet to Purchasing.

By: [Signature] 2/20/24
Signature of Originator Date

Title: Jamie Molina, Fiscal Analyst I
Print Name and Title

CARES Expanded Learning Program
Site/Department Originating this Agreement

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, and PFC:
N/A

EXHIBIT A

**DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)**

(Note that all payments are generated from an invoice.)

Independent Service Contract (Multi-Year)

Terms:

Dates of Service:

- Fiscal Year 23-24: (the date this contract becomes effective through 6/30/24)
- Fiscal Year 24-25: (7/1/24 through 6/30/25)

Total Contract Amount Not to Exceed: \$12,375.00

Overview:

Kerri Berkowitz dba Center for Relational Practices will help MDUSD develop and implement a Restorative Practices Plan across the district. MDUSD's role is audience and participant in plan-writing. A team of teachers, school administrators, as well as other classified and certified staff will participate. MDUSD's completed Restorative Practices Plan will be presented to MDUSD's Leadership Cabinet and Governing Board.

In schools, Restorative Practices (RP) is multifaceted in nature. At the foundational root, the approach is grounded in the traditional practices of indigenous communities around the world that underscore the value of respect, compassion, dignity, and inclusion of all members of the community. Restorative Practices promote and strengthen positive school culture and enhance pro-social relationships within the school community. It includes interventions when harm has occurred, as well as practices that help to prevent harm and conflict by building a sense of belonging, safety, and shared social responsibility throughout the school community. Restorative Practices are based on principles and processes that emphasize the importance of trusting relationships as central to building community and repairs/restores relationships when harm has occurred.

See attached "Restorative Practices Strategic Planning & Implementation Coaching" proposal from Kerri Berkowitz dba Center for Relational Practices for further information.

EXHIBIT A

**DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)**

(Note that all payments are generated from an invoice.)

Cost of Services:

Fiscal Year 23-24:

- 1-day Strategic Planning Session, \$5,250.00
- Implementation Coaching, \$2,250.00
- Fiscal Year 23-24 Total Cost: \$7,500.00

Fiscal Year 24-25:

- .5-day Strategic Planning Session, \$2,625.00
- Continued Implementation Coaching, \$2,250.00
- Fiscal Year 24-25 Total Cost: \$4,875.00

See attached "Restorative Practices Strategic Planning & Implementation Coaching" proposal, page 7: "Estimated Cost of Services" from Kerri Berkowitz dba Center for Relational Practices for further information.

Location of Services:

MDUSD Willow Creek Center
1026 Mohr Lane
Concord, CA 94519

Payment Information:

Fiscal Year 23-24:

- \$7,500.00 payment due to contractor upon completion of services, and upon receipt of invoice from contractor. Please email invoice to Christine Essayan, Fiscal Analyst I, at essayanc@mdusd.org

Fiscal Year 24-25:

- \$4,875.00 payment due to contractor upon completion of services, and upon receipt of invoice from contractor. Please email invoice to Christine Essayan, Fiscal Analyst I, at essayanc@mdusd.org

EXHIBIT B
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Contractor Agreement ("Agreement"). Contractor certifies that:

Contractor's employees or subcontractors will have CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. *Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, 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.*

check 1 box

List, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with law:

-OR-

Contractor's employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

Megan's Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

By signing below I certify under penalty of perjury that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

CONTRACTOR

By: Kerri Berkowitz

Name: Kerri Berkowitz

Title: Trainer

Date: 2-5-24



EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

(Contractor REQUIRED to complete.)

Labor Code section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) 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 his employees.

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. I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract. Alternatively, I certify that I am a sole proprietor, have no employees, and am self-insured. I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor 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 Contractor.

CONTRACTOR

By: Kerri Berkowitz

Signature of Contractor or Authorized Representative

2-5-24

Date



Title: Kerri Berkowitz

Print Name and Title

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 awarding body prior to performing any Services under this Agreement.

EXHIBIT D**DATA PRIVACY ADDENDUM**

(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data)

This Data Privacy Addendum (“**Data Privacy Addendum**”) to the Agreement Between Mt. Diablo Unified School District and Independent Contractor (“**Independent Contractor Agreement**”) is entered into by and between Contractor and Mt. Diablo Unified School District (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

WHEREAS, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students (“**Student Data**”) that are covered by several state and federal privacy laws, including: the Family Educational Rights and Privacy Act (FERPA), the Children’s Online Privacy Protection Act (COPPA), Education Code section 49073.1, and the Student Online Personal Information Protection Act (SOPIPA). The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

- 1. Use.** Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
- 2. Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
- 3. Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.
- 4. Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

- 5. **Security.** Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
- 6. **Prohibited Use.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District's written consent.
- 7. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: "What Happened," "What Information was Involved," "What We are Doing," "What You Can Do," and "Persons to Contact for More Information"; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) and assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall reimburse District for actual costs associated with notifying affected parties.
- 8. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
- 9. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

CONTRACTOR

By: *Kerri Berkowitz* 2-5-24
 Signature of Contractor Date

Title: *Kerri Berkowitz, Trainer*
 Print Name and Title





**Restorative Practices Strategic Planning
& Implementation Coaching**
Mt. Diablo Unified School District
2023-2024
Proposal



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- Estimated cost of services - p.7

Kerri Berkowitz
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Founder, Center for Relational Practices
Restorative Schools Trainer & Implementation Specialist

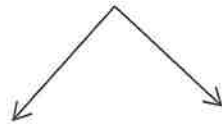
Restorative Schools

In schools, Restorative Practices (RP) is multifaceted in nature. At the foundational root, the approach is grounded in the traditional practices of indigenous communities around the world that underscore the value of respect, compassion, dignity, and inclusion of all members of the community.

Restorative Practices, promote and strengthen positive school culture and enhance pro-social relationships within the school community. It includes interventions when harm has occurred, as well as practices that help to prevent harm and conflict by building a sense of belonging, safety, and shared social responsibility throughout the school community.

Restorative Practices are based on principles and processes that emphasize the importance of trusting relationships as central to building community and repairs/restores relationships when harm has occurred¹.

Relationship Based Principles

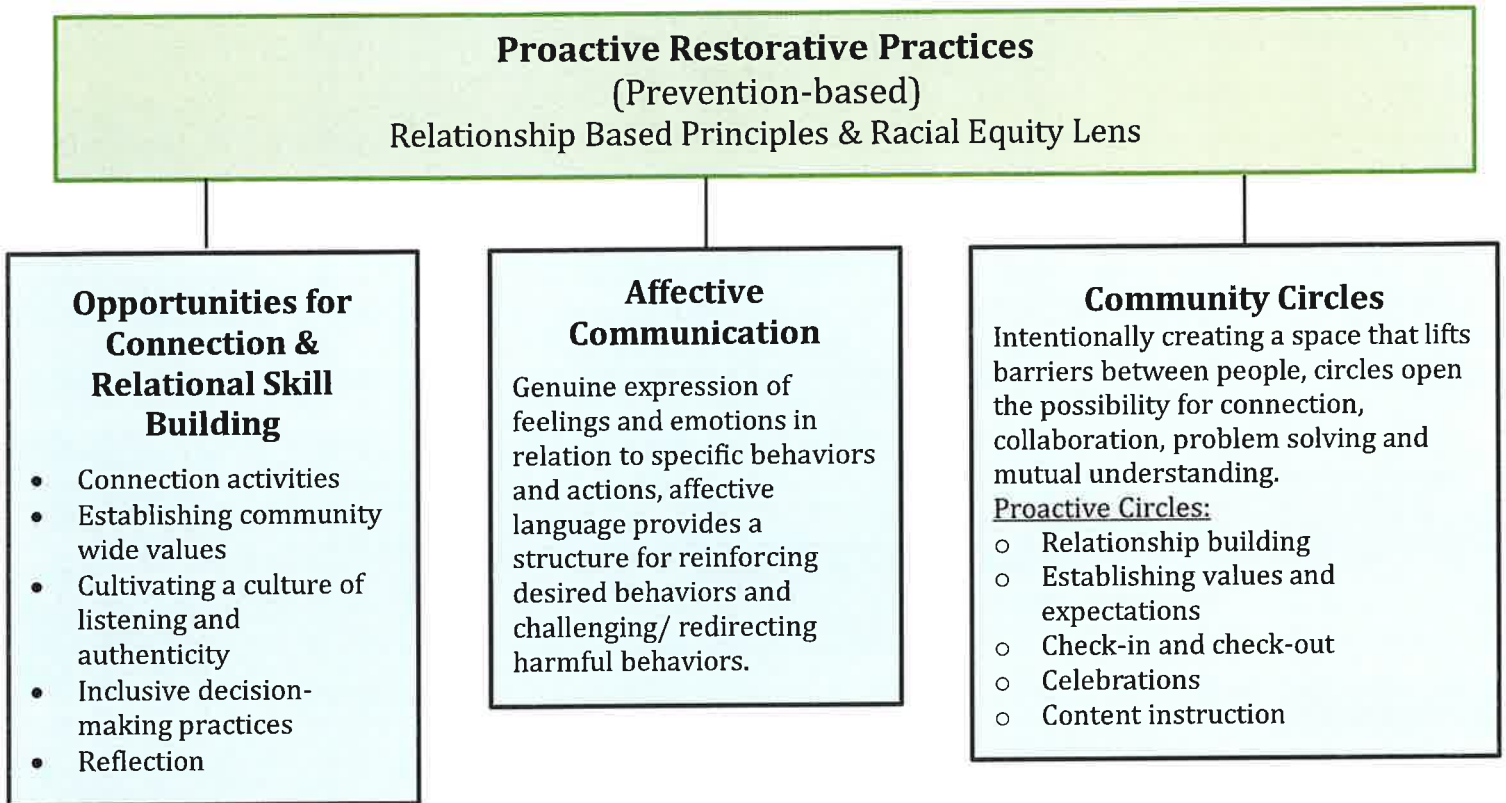


Building/Sustaining Trusting Relationships *Repairing Relationships & Restoring Community*

Behavior infractions are viewed through the lens of restorative justice philosophy; one that brings all parties affected by an incident together in an inclusive process to discover the root cause/s of challenging behavior and determines resulting impact/harms with the intention to repair relationships and restore the community. This process provides opportunities for true accountability, learning, personal growth and healing.

This approach views behavior infractions as an offense against individuals and the greater community, and places greater emphasis on the harm/s caused and reparation of relationships/community above the need for assigning blame and dispensing punishment.

Continuum of Restorative Practices Proactive & Responsive



“The underlying premise of restorative practices is that people are happier, more cooperative, more productive and more likely to make positive changes when those in positions of authority do things WITH them rather than TO them or FOR them.” (Ted Watchel, IIRP)

Responsive Restorative Practices

Racial Equity Lens



Restorative Dialogue is a common, consistent language among all members of the school community that reinforces the core values of building and sustaining trusting relationships, high expectations, responsibility taking, and provides opportunities for accountability.

A set of restorative questions lay the foundation for all forms of restorative processes that aim to discover the root cause/s of challenging behavior, determine impact, repair harm, and restore fractured relationships and community.

Restorative Questions:

1. What happened and what were you thinking at the time?
2. What have you thought about since?
3. Who has been affected and how?
4. What about this is/has been hardest for you?
5. What needs to happen to make things as right as possible moving forward?

Informal Spontaneous or Scheduled Meetings On the spot or scheduled meetings to respond to minor incidents of conflict, wrongdoing, or unwanted behavior.

Classroom Responsive Circles Circle to address incidents of harm or patterns of disruptive behaviors that negatively impact the class learning environment and relationships. (Adult & student led)

Brief Restorative Interventions

A referral-based problem-solving process utilizing restorative dialogue to engage all parties involved in an incident. Used where the harm is significant enough not to be resolved informally, but not so great that it requires a formal conference. (Adult &/or student led)

Formal Conferencing

A structured formal process involving all members of the community affected by a particular incident. Those whose behaviors result in harm are held accountable for their actions, those harmed are given a voice in the process and agreements are made to address needs, repair harms and prevent future wrongdoing.

Re-entry Conferences

A restorative process aimed to reintegrate students back into the school and classroom community after a classroom or out-of-school suspension/ school transfer to re-establish or build a connection with the community. (Informal or formal depending on severity of incident)

Recommended Broad Implementation Critical Components

Implementation Preparation: Prior to launching implementation rollout, taking the time to engage community stakeholders in strategic planning and selecting a model and structure for an implementation rollout that best meets the need of the community. Facilitating needs and implementation readiness assessments, RJP outreach to community stakeholders, introducing components of whole-school implementation and working with the site team to prepare for the launch of RP school-wide utilizing implementation science and Multiple Tiered Systems Framework.

Professional Development & Trainings

All professional development opportunities encompass a multi-modal, experiential training delivery approach that strives to meet the unique learning needs of all participants while offering a careful balance of theory, practice and skill building. Participants will experience a variety of large and small group dialogue, interactive activities and simulation exercises. Training techniques such as role-playing, silent reflections, group brainstorming, scenario application, and cycle of inquiry will be utilized throughout.

Implementation Support & Sustainability

Coaching: A critical component of successful implementation of Restorative Justice Practices rests with the coaching support and strength of the Restorative Practices Implementation Team or external specialists to help reinforce, support and sustain the implementation across school sites.

Internal Capacity Building: Trainers of Trainers: Identifying a core group of individuals for internal capacity building to provide professional development (trainings, workshops and presentations), coaching supports, progress monitoring/data collection and implementation planning at a local level.

Student Leadership: Youth leadership is essential to successful of RJP initiatives in schools. It is highly recommended to establish student-led groups or classes at each site, including students in collaborative decision-making, providing students with in-depth training, and offering ample opportunities for students to design and facilitate circles and other RJP activities with their peers.

Family Engagement: Family members and guardians play an integral role in the success of RJP implementation roll-out. Engaging parents and guardians as important members of the school community early in the implementation process results in the school/district working together with family members to co-create a positive and caring school environment grounded in authentic relationship. It is critical for schools/district to promote and help educate parents in equitable discipline practices and clarify how they can proactively support building a strong school community and partner with the school when disciplinary actions may be required.

Equity Lens: A deep commitment to equity is a guiding principle of RJP, which includes an understanding of the ways that racism and other forms of structural inequality underlie disparities in discipline that prevents academic achievement for all student and leads to the school-to-prison-pipeline. It is critical for RJP initiatives to accompany strategies that promote equity and inclusion, including training in cultural fluency and implicit bias.

Social and Emotional Learning and Trauma-Informed Practices: There are multiple points of connection between Social and Emotional Learning, Trauma-Informed and Restorative Justice Practices and it is highly recommended to align and integrate these initiatives into one comprehensive effort to build a strong school community where all members can flourish.

Assessment and Accountability: Tracking the ongoing impact of RJP on individual students and the school climate and help identify strengths and areas for improvement. Schools/districts develop systems for regular data analysis and ensure that districts/schools effectively utilize the data to improve the implementation of RJP.

* Modified from Coalition for Restorative Schools, RJP Best Practices Working Group (2017).

District-wide Strategic Planning: Restorative Practices

Successfully implementing Restorative Practices district and school-wide, requires an intentional and thoughtful strategic approach and plan; one that values and considers the unique needs, opportunities and resources of MDUSD with the goal of embedding and sustaining all aspects of the restorative principles and practices across the district community of students, families, educators and community partners over time.

Developing a Customized District-wide Implementation Roadmap

During this intensive 1-day strategic planning session, we will develop a comprehensive and effective strategy for district-wide restorative practices. We will utilize a research-based implementation model that incorporates the essential elements of a successful and sustainable implementation rollout.

Together, with an identified district RP Leadership team, we will assess current practices, identify goals, and design a customized blueprint for the integration of restorative practices.

The customized plan will take into account available resources and include the following strategies:

- Stakeholder outreach & engagement
- Establishing a centralized infrastructure of support
- Identifying a district-wide approach & participating school-sites
- Professional development plan
- Coaching and established systems of support
- Data collection
- Progress monitoring
- Internal capacity building & sustainability
- Community partnerships

Outcomes:

As a result of this strategic planning session MDUSD will emerge with a detailed roadmap to guide your district-wide implementation next steps.

**A customized final report outlining the strategic plan will be presented at the conclusion of the strategic planning session.*

Implementation Support/Coaching Sessions

Implementation coaching sessions are intended to provide support, oversight and guidance of the RP training and implementation rollout plan. The coaching sessions allow for reflection, continued refinement of the strategic plan and celebrating achievements.

Implementation coaching sessions are offered as a package of four, 1.5hr sessions.

Estimated Cost of Services
Year 1: 2023-2024

<h3>1-day Strategic Planning Session</h3> <p>Deliverable: District-wide RP Strategic Plan & Implementation Blueprint</p> <p><u>Process includes:</u> <i>Planning & drafting:</i> Design customized strategic planning process and draft agenda/prepare resources & materials <i>Facilitation:</i> 1-day facilitation of strategic planning <i>Blueprint:</i> A detailed strategic blueprint will be shared at the conclusion of the planning process.</p>	\$5,250
<h3>Implementation Coaching</h3> <p>Deliverable: Four, 1.5hr facilitated implementation coaching sessions for the district RP Team Package of 4 sessions</p>	\$2,250
Total	\$7,500

Estimated Cost of Services
Year 2: 2024-2025

<h3>.5-day Strategic Planning Session</h3> <p>Deliverable: Revised District-wide RP Strategic Plan & Implementation Blueprint</p> <p>3.5hr facilitated strategic planning session to assess progress and refine the district rollout plan as needed.</p>	\$2,625
<h3>Continued Implementation Coaching</h3> <p>Deliverable: Four, 1.5hr facilitated implementation coaching sessions for the district RP Team Package of 4 sessions</p>	\$2,250
Total	\$4,875

Please contact Kerri Berkowitz with any questions at: Kerri@relationalpractices.com

Thank you!