



Restorative practices for healthy schools

**Council & Restorative Practices Schoolwide Three-Year Full Implementation Agreement for Services**

**OCEAN CHARTER SCHOOL – 2021-2024**

Circle Ways proposes to contract with OCEAN CHARTER SCHOOL (“OCS”) to provide professional development and other support for WWS to implement Circle Ways’ circle-based approach to community-building, social-emotional and academic learning, conflict resolution, and self-care.

Sustainable, systemic implementation of this practice takes three to six years. It involves all stakeholders: students, staff, parents, and community members. The process begins with training and practice of a circle-based pedagogy in all classes as well as in staff and parent meetings. This establishes the foundation upon which a second-year training in “restorative” practices rests.

Also, in the second year, Circle Ways supports a Restorative Practices and Mediation Team as well as the training of a student Peace Talk Team. The third year focuses on program sustainability as responsibilities for its guidance are turned over fully to an in-house Circle Ways Committee comprised of interested staff and parents.

Critical to the success of the culture shift involved with a systemic program is the commitment on the part of leadership and staff to regular classroom practice, 30 minutes weekly in the lower grades and 60 minutes weekly in 4<sup>th</sup> through 8<sup>th</sup> grades, as well as adult practice in staff meetings and parent meetings. School leadership should calendar these events prior to the start of each year.

This Agreement for Services (the “Agreement”) is made between Circle Ways and Ocean Charter School (OCS), effective as of the last date signed by the parties. Circle Ways and OCS agree that Circle Ways will provide services to OCS on the following terms:

**In accordance with the request from the OCS Board, the costs outlined below should be seen as recommendations. Billing will occur monthly *only for services rendered*.**

Year 1	
2021-2022 school year, Establishing systemic circle practice	
<u>Item</u>	<u>Cost</u>
• Day one (of 16-hr) whole staff training: <i>Introduction to Circle Ways</i> , August 12, 2021.....	\$1,750
• Six (6) 1-hour trainings sessions to complete the <i>Introduction to Circle Ways</i> : Oct. 13, Nov. 3, Dec. 1, Jan 12 (2022), Feb. 2, March 23 @ \$450 X 6.....	\$2,700
• Staff “council curriculum” from educator “mystery” questions.....	\$250
• Curriculum for students in grades 4 -8 based on student “mysteries” (@ \$250 per grade level.....	\$2,250
• Four (4) 60-minute staff councils (@\$250 each).....	\$1,000

<b>Year 1 - continued</b>	
<b>2021-2022 school year, Establishing systemic circle practice</b>	
<b><u>Item</u></b>	<b><u>Cost</u></b>
• Four (4) OCS Circle Ways Committee (CWC) meetings (@\$250 each .....	\$1,000
• Four (4) individualized in-class coaching sessions per teacher (@ 4 x \$250 per session x 8 teachers..... (Teachers can choose <i>remote consultation</i> via Zoom billed at \$150 per hour.)	\$8,000
• Eight (8) 90-minute parent councils, one per grade (@ \$400 each).....	\$3,200
• Telephone & email consultation, implementation guidance and support.....	\$500
<b>Year 1 Total .....</b>	<b>\$20,650</b>

<b>Year 2</b>	
<b>2022-2023 school year, Restorative practices</b>	
<b><u>Item</u></b>	<b><u>Cost</u></b>
• One (1) two-day whole staff training (up to 24 participants): “ <i>Foundations of Restorative Practices</i> ” (A tiered approach to working with interpersonal conflict and healing from relational harm”). <i>To be scheduled for dates prior to start of the school year.</i> .....	\$4,000
• Individualized in-class coaching sessions for <b>new teachers</b> @ \$250 per session).....\$TBD (Teachers can choose <i>remote consultation</i> via Zoom billed at \$150 per hour.)	\$TBD
• One-day Youth “Peace Talks” Team training for students in grades 7 & 8....	\$1,750
• Coaching the OCS “Circle Ways Committee” to lead four (4) 60-minute staff councils (@ \$250 each) .....	\$1,000
• Coaching the “Restorative Processes and Mediation Team”(RPMT) (Assisting the adult team to mediate breaches of relational norms) (6) 60-minute meetings via Zoom conferencing (@ \$250 each).....	\$1,500
• Four (4) 90-minute staff PDs (staff choose from a menu of options@ \$450 each).....	\$1,800
• Coaching the “Circle Ways Committee” to lead four (4) 60-minute parent councils (@ \$250 each) .....	\$1,000
• Telephone & email consultation, implementation guidance, and support.....	\$500
• Optional Community Participant training (non-teaching members of the school community learn to support classroom councils @ \$600 per 3-hr session.....	\$TBD
• Two-day <i>Introduction to Circle Ways</i> training for all new teachers (@ \$400 each).....	\$TBD

**Year 2**  
**2022-2023 school year, Restorative practices - continued**

<b>Item</b>	<b>Cost</b>
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|---|-----------------|
| • Restorative conference mediation, <i>if requested</i> , (Circle Ways trainers offer independent facilitation for high-level breaches requiring a neutral mediator (not school staff)..... | \$TBD           |
| • <b>Total</b> .....  | <b>\$11,550</b> |

**Year 3**  
**2023-2024 school year, Sustainability**

<b>Item</b>	<b>Cost</b>
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| • One-day staff refresher/practicum .....  | \$1,750        |
| • Two-day <i>Introduction to Circle Ways training</i> for all new teachers (@ \$400 each).....   | \$TBD          |
| • Individualized in-class coaching sessions for <b>new teachers</b> @ \$250 per session).....<br>(Teachers can choose <i>remote consultation</i> via Zoom billed at \$150 per hour.) | \$TBD          |
| • Two-day <i>Foundations of Restorative Practices training</i> for all second-year teachers (@ \$400 each).....  | \$TBD          |
| • Remote consultation for sustainability teams (@ \$150/hr.) .....   | \$TBD          |
| • Staff or student retreats (e.g., “rite of passage” retreat for 8 <sup>th</sup> grade).....   | \$TBD          |
| • <b>Total</b> .....   | <b>\$1,750</b> |

**Three-year (2021-2024) recommended proposal total cost: \$33,950**

**TERMS**

**PAYMENT FOR SERVICES.** Circle Ways will invoice OCS for payment *each month only for services requested and delivered*. Payments are due upon receipt of invoice.

**NATURE OF RELATIONSHIP.** The parties agree that the relationship created by this Agreement is that of independent contractor.

**BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**AMENDMENT AND TERMINATION.** This Agreement may be amended only in writing signed by the parties. This Agreement may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event this Agreement is terminated,

all fees earned prior to termination shall be paid upon School's receipt of invoice from Circle Ways. Fees paid are not refundable. Unused services cannot be rolled over to the following year.


**GOVERNING LAW, VENUE, MEDIATION.** This Agreement shall be governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the County of Los Angeles, State of California. The parties agree to mediate any dispute arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally between the parties. If (1) a party commences a legal action without first attempting to resolve the matter through mediation or (2) a party refuses to mediate after a request for mediation has been made by the other party, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party.

**ATTORNEY'S FEES.** In the event of any action to enforce the terms of this Agreement, the prevailing party, as determined by the court, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such action.

**INDEMNIFICATION.** School agrees to defend, indemnify, and hold harmless Circle Ways and its officers, agents, employees, and interns from any and all claims, demands, losses, damages, and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained, arising out of activities School or those of any of its officers, agents, employees, subcontractors, or volunteers, whether such act or omission is authorized by this Agreement or not.

**AUTHORITY.** Each individual executing this Agreement on behalf of a party warrants that s/he is duly authorized to execute this Agreement on that party's behalf.

Agreed to by:

  
\_\_\_\_\_  
Joe Provisor  
Circle Ways

Date 11-11-21

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
[Name of School]

Date \_\_\_\_\_