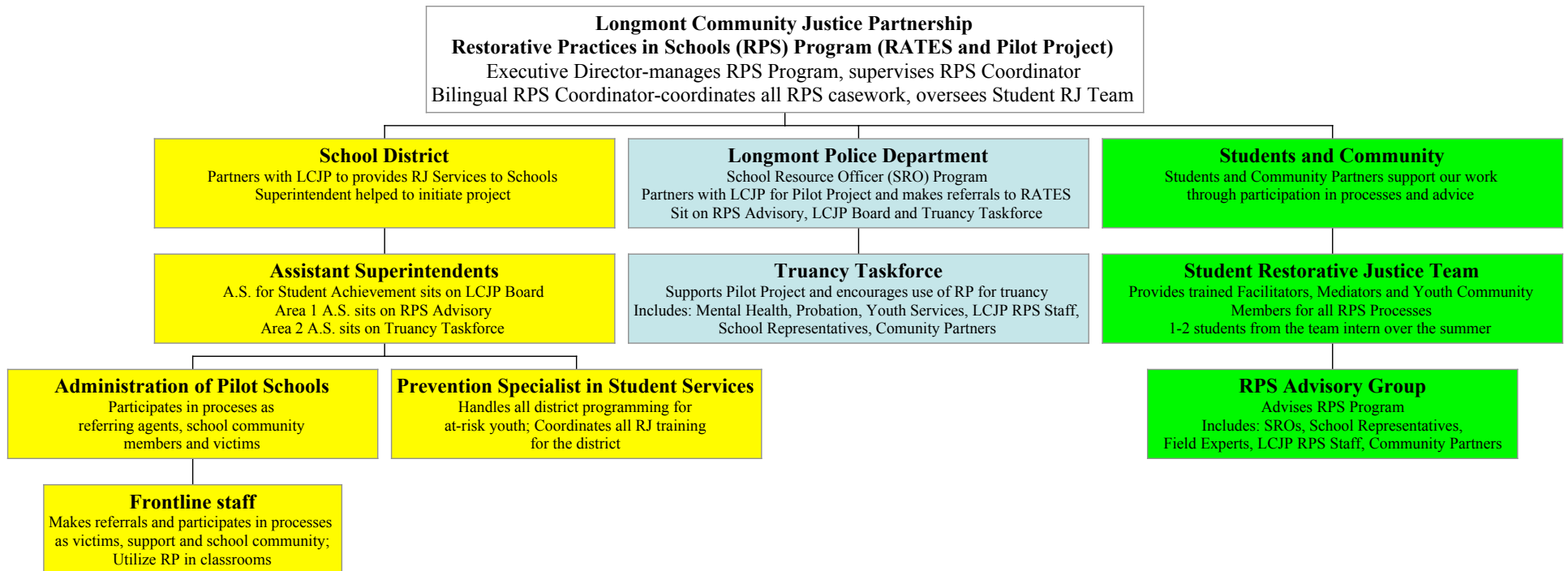
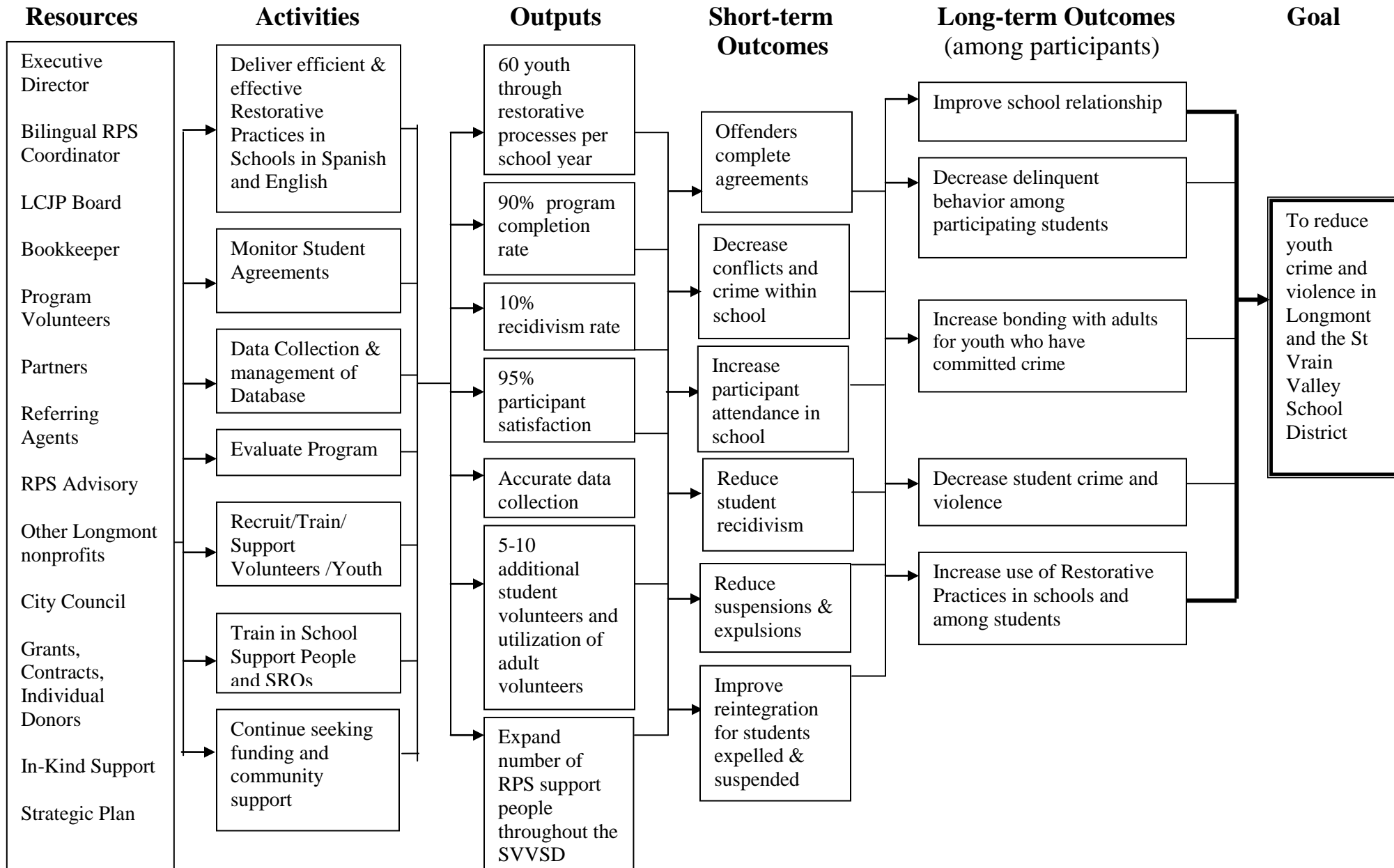




## Restorative Practices in Schools (RPS) Flow Chart



## Longmont Community Justice Partnership 2011-2012 Logic Model





## SAMPLE Restorative Practices in Schools Budget Breakdown

### EXPENSES

PERSONNEL	Salary	Fringe	% of Time for RPS		
CoordinatorLS	\$ 33,126.00	\$ 8,281.50	100%	\$	41,407.50
Coordinator2	\$ 31,200.00	\$ 7,800.00	100%	\$	39,000.00
Director	\$ 61,800.00	\$ 15,450.00	30%	\$	23,175.00
Admin	\$ 27,810.00	\$ 6,952.50	20%	\$	6,952.50
<b>SUB-TOTAL</b>	<b>\$ 153,936.00</b>	<b>\$ 38,484.00</b>		<b>\$</b>	<b>110,535.00</b>
					<b>92112.5</b>

### **Contractors**

1 pt intern (\$35/hr) 4days2train ETO YouthZone Student Team 20/hr/2hr/mo Estimate	Intern Stipend Financial Trainers Database Retreat Marketing/PR Evaluator	\$ 500.00 \$ 1,050.00 \$ 4,000.00 \$ 3,500.00 \$ 1,000.00 \$ 480.00 \$ 5,000.00
<b>SUB-TOTAL</b>		<b>\$ 15,530.00</b>

### **Operating**

\$1072 annual cost per coordinator Office supplies average \$25/month, food for team meetings average \$30/mox10= 300 + snacks at processes avarage \$30 month for 10+ processes per month each participant gets completion and paperwork, student team gets 2 mailings a year est. 1 case paper + ink for training materials and process paperwork	Coordinator Cell           Supplies (office, food, event,)      Postage   Printing	\$ 2,144.00           \$ 900.00      \$ 100.00   \$ 200.00
---	---	--



% Rent, Utilities, Phone, Internet, Insurance)  
 19 middle&high schools 1 support ea.  
 \$29/hr approx 60-70 hr/school year  
 Youth Summit \$500, booths \$50 at 3  
 community events \$150,  
 videoproduction\$500, brochures,  
 socialmedia, Press Releases

**SUB-TOTAL**

General Op	\$	5,000.00
Incentives for School Support	\$	2,000.00
Events/Outreach	\$	650.00
Marketing/PR	\$	600.00
<b>SUB-TOTAL</b>	<b>\$</b>	<b>11,594.00</b>

**Travel**

.45 per mile average 100 miles/10  
 month x 2 coordinators  
 tuition and travel for state rj conference  
 est. \$500, SVVD meetings average 15  
 miles quarterly .45/mile  
 1 school bus for transportation round  
 trip \$500 est,

**SUB-TOTAL**

Coordinators	\$	900.00
Conferences/ Meetings	\$	1,034.00
Retreat	\$	500.00
<b>SUB-TOTAL</b>	<b>\$</b>	<b>2,434.00</b>

Indirect

**Total Program Cost**

\$ 121,670.50

**\$ 101,392.08 10 month program cost**

**Possible Funding Sources:**

- School District
- Governement Grants
- Individual Donors
- Foundation Grants
- Other partner support
- In-Kind support
- Sponsorships

The following is a **DETAILED sample** Memorandum of Understanding (MOU). This document is to be used as a guide and not for direct duplication. Text highlighted in yellow indicates areas where details specific to the MOU can be inserted. MOU's should be printed on the Lead Agency's letterhead.

## MEMORANDUM OF UNDERSTANDING

Between  
Lead Agency/ Organization  
And  
Partners Agency/ Subcontractor

### I. Purpose

This Memorandum of Understanding (MOU) is entered by and between <Lead Agency>, and <Subcontractor>, for the purpose of <explanation of purpose>. This MOU establishes the terms conditions, and responsibilities between the parties for <brief description of work provided>.

Parties

The Administrator for the Lead Agency will be:

<Name, title and contact information of primary administrator>

The Administrator for the Subcontractor will be:

<Name, title and contact information of primary administrator>

Effective Date, Modification, and Termination

This MOU shall become effective upon the signature of both parties for a <insert length of time> period commencing <insert date MOU begins>, 2011, and terminating <insert date MOU ends>, 2011. This MOU may be amended if mutually agreed upon, to change scope and terms of the MOU. Such changes shall be incorporated in writing to this MOU. This MOU may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least thirty (30) days in advance of the effective date of termination unless there is a critical failure to perform.

### Lead Agency Responsibilities

The <Lead Agency> agrees to fulfill the terms and conditions executed between <Subcontractor> and <Lead Agency> in the Memorandum of Understanding as follows:

<Insert bulleted list of responsibilities/deliverables of the Lead Agency. Include any financial considerations to the MOU (payment for services rendered, reimbursement conditions, etc.). This may be included as an additional attachment in the form of a Scope of Work.>

## **Subcontractor Responsibilities**

The <Subcontractor> agrees to fulfill the terms and conditions executed between <Lead Agency> and <Subcontractor> in the Memorandum of Understanding as follows:

The Subcontractor agrees to:

<Insert bulleted list of responsibilities/deliverables of the Subcontractor. Include any financial considerations to the MOU (payment for services rendered, reimbursement conditions, etc.). This may be included as an additional attachment in the form of a Scope of Work.>

## **Financial Considerations**

Except where otherwise detailed in this MOU, each party is responsible for its own costs. Any assistance provided by the <Lead Agency> under this MOU is subject to the availability of appropriations.

## **General Provisions**

A. Inspection. <Lead Agency> reserves the right to review the services provided hereunder by <Subcontractor> at all reasonable times and places during the term of this MOU. If any services do not conform to the Scope of Work, the <Lead Agency> may require the <Subcontractor> to perform the services again in conformity to the Scope of Work with no additional compensation. When defects in the services cannot be corrected by re-performance, then the <Lead Agency> may require the <Subcontractor> to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the <Subcontractor> to reflect the reduced value of the services. In addition, the <Lead Agency> shall have all other remedies available pursuant to law.

B. Attachments. All attachments (i.e., exhibits) to this MOU are incorporated herein by this reference and made a part hereof as if set forth fully herein. In the event of any conflict or inconsistency between the terms of this MOU and the attachment, the terms of this MOU shall control.

C. Complete Agreement. This MOU is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a MOU duly executed and approved.

D. Non-Discrimination. The <Subcontractor> shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

E. Indemnification. The <Subcontractor> shall indemnify, save and hold harmless the <Lead Agency>, and their employees and agents, against any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred as a result of any intentional or negligent act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this MOU.

F. Insurance. <Subcontractor> shall obtain, and maintain at all times during the terms of this MOU, insurance in the following kinds and amounts:

Standard Workers' Compensation and Employer Liability, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment;

General and/or Personal Injury and/or Professional and/or Automobile Liability (including bodily injury, personal injury and property damage) with the following coverage, depending on the policy format:

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

\$1,000,000 each occurrence;

\$1,000,000 general aggregate;

\$1,000,000 products and completed operations aggregate; and

\$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

3. The insurance shall include a provision preventing cancellation without thirty (30) calendar days prior written notice to the <Lead Agency>, by certified mail. Contractor shall provide the following documentation to the <Lead Agency>, within seven (7) working days of a request therefore, unless otherwise provided:

- a. Certificate/s of adequate insurance coverage, each with a reference to the Authority and the State being named as an additional insured, or
- b. Certificate/s of adequate insurance coverage and an endorsement/s of additional insured coverage.

**Effect on Procedures and Laws**

All assistance provided under this MOU must comply with applicable laws, regulations, and policies set forth by <Lead Agency>.

**Settlement of Disputes**

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOU before referring the matter to any other person or entity for settlement.

**XIII. Capacity to Enter Into Memorandum of Understanding**

The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

This MOU shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.

<Lead Agency>,

<Subcontractor>

OTHER APPROVAL:

BY:

\_\_\_\_\_

BY:

\_\_\_\_\_

BY:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

DATE:

\_\_\_\_\_



## RESTORATIVE PRACTICES IN SCHOOLS

### RESOURCE LIST

#### Books and Articles

1. Amstutz, Lorraine & Mullet, Judy. **The Little Book of Restorative Discipline for Schools.** (Good Books, 2005)
2. Bailey, Becky. **Conscious Discipline: Seven Basic Skills for Brain Smart Classroom Management.** (Loving Guidance, Inc., 2001)
3. Boyes-Watson, Carolyn. **Peacemaking Circles and Urban Youth: Bringing Justice Home.** (Living Justice Press, 2008)
4. Cameron, L., & Thorsborne, M. (2001). **Restorative justice and school discipline: Mutually exclusive?** In H. Strang & J. Braithwaite (Eds.), *Restorative justice and civil society*. Cambridge: Cambridge University Press. [Available at: [http://www.thorsborne.com.au/conference\\_papers/RJandSchool\\_Discipline.pdf](http://www.thorsborne.com.au/conference_papers/RJandSchool_Discipline.pdf).]
5. Claassen, Ron & Roxanne. **Discipline that Restores: Strategies to Create Respect, Cooperation and Responsibility in the Classroom.** (BookSurge Publishing, 2008)
6. Costello, Bob, et al. **Restorative Circles in Schools: Building Community and Enhancing Learning.** (International Institute for Restorative Practices, 2010)
7. Costello, Bob, et al. **The Restorative Practices Handbook for Teachers, Disciplinarians and Administrators.** (International Institute for Restorative Practices, 2009)
8. Hendry, Richard. **Building and Restoring Respectful Relationships in Schools: A Guide to Using Restorative Practice.** (Routledge, 2009)
9. Holtham, J. **Taking Restorative Justice to Schools: A Doorway to Discipline.** (Homestead Press, 2009)
10. Hopkins, Belinda. **Just Schools: A Whole School Approach to Restorative Justice.** (Jessica Kingsley Publishers, 2004)
11. Mikaelson, Ben. **Touching Spirit Bear** (2001) and **Ghost of Spirit Bear** (2008 sequel). (HarperCollins Publishers) These two novels include ways to resolve conflicts and address wrongdoing using restorative practices.
12. Pranis, Kay. **The Little Book of Circle Processes: A New/Old Approach to Peacemaking.** (Good Books, 2005)
13. Ross, Rupert. **Returning to the Teachings: Exploring Aboriginal Justice.** (Penguin Canada, 2006)
14. Zehr, Howard. **The Little Book of Restorative Justice.** (Good Books, 2002)



### Videos

1. Beyond Zero Tolerance: Restorative Practices in Schools. (IIRP/SaferSanerSchools, 2004)
2. Building Our Community: A Film about Restorative Practices. (IIRP, 2008)
3. Burning Bridges. (IIRP/RealJustice, 2007)
4. Restorative Strategies for Schools: Roundtable Discussions 1 & 2. (IIRP/SaferSanerSchools, 2003)

### Websites

1. International Institute of Restorative Practices, Bethlehem, PA. <http://www.iirp.org/>.
2. Longmont Community Justice Partnership, Longmont, CO. <http://www.lcjp.org/>. Provides school and community based restorative justice.
3. Restorative Practices for Schools, Villanova College, Australia. <http://www.vnc.qld.edu.au/rpsite/>
4. Restorative School Practices of Maine, a program of the Restorative Justice Project, Belfast, ME. [www.rjpmidcoast.org](http://www.rjpmidcoast.org). Contact Barb Blazej, [barb@rjpmidcoast.org](mailto:barb@rjpmidcoast.org), 207-581-2625, for more information. The contact person for the Restorative Justice Project is Margaret Micolichuk, [margaret@rjpmidcoast.org](mailto:margaret@rjpmidcoast.org), 207-338-2742
5. Safe Schools for All, [www.safeschoolsforall.com](http://www.safeschoolsforall.com). Contact: Chuck Saufler, [csaufler@safeschoolsforall.com](mailto:csaufler@safeschoolsforall.com), 207-751-4160.

### Schools using Restorative Practices

#### *U.S. Schools*

- **Longmont High School**, Colorado
  - Medium suburban high school
  - Contact: Laura Snider, Restorative Practices in Schools Coordinator ([laura@lcjp.org](mailto:laura@lcjp.org)), Tammy Coleman, Assistant Principal
  - Implemented Restorative Practices in 2010 using student facilitators and mediators
- **West Philadelphia High School**, Pennsylvania
  - Large city high school
  - Contact: Saliyah Cruz, principal; Russell Gallagher, assistant principal; Marsha A. Walker, teacher and PFT building committee member
  - Implemented Restorative Practices in 2008

Schools using Restorative Practices (continued)

- **Pottstown High School**, Pennsylvania
  - Small suburban high school
  - Contact: Stephen J. Rodriguez, principal
  - Implemented Restorative Practices in 2005
- **Newtown Middle School**, Pennsylvania
  - Large suburban middle school
  - Contact: Richard J. Hollahan, principal
  - Implemented Restorative Practices: 2003
- **Palisades High School**, Pennsylvania
  - Rural fringe high school
  - Contact: David Piperato, former principal
  - Implemented: 1998
  - See: Laura Mirsky, “SaferSanerSchools: Transforming School Culture with Restorative Practices,” Restorative Practices eForum, May 20, 2003, [www.iirp.org/library/ssspilots.html](http://www.iirp.org/library/ssspilots.html)
- **Palisades Middle School**, Pennsylvania
  - Rural fringe middle school
  - Contacts: Fran Ostrosky, PALMS teacher; Edward Baumgartner, principal
  - Implemented: 2000
- **Springfield Township High School**, Pennsylvania
  - Large suburban high school
  - Contact: Joseph Roy, principal; Michael Kell, assistant principal; Kevin McGeehan, guidance counselor
  - Implemented: 2001
- **New Vista High School**, Boulder, CO
  - Contact: Ivette Visbal, assistant principal
- **Mapleton Early College High School**, Thornton, Colorado
  - Contact: Sara Abramson, principal
- **Olde Columbine High School**, Longmont, Colorado
  - Contact: Donna Salemink, teacher
- **Boulder Justice High School**, Boulder, Colorado
  - Contact: Mindy Logan, resource counselor
- **Denver Justice High School**, Denver, CO
  - Contact: Gary Losh, principal
- **University of Colorado**, Boulder
  - Contact: Gina Bata, Restorative Justice Program Coordinator, Boulder Municipal Judge Linda Cooke
- **North High School**, Denver, Colorado
  - Contact: Tim Turley, Ben Cairns
- **Welby New Tech High School**, Thornton, Colorado
  - Contact: Jon Mann, director



*British and Canadian Schools*

- **Kawartha Pine Ridge District**, Ontario, Canada
- **Keewatin-Patricia District**, Ontario, Canada
- **Bessels Leigh School**, Oxfordshire, England, UK
- **Hull, England, UK** — Schools in a Restorative City

## Success Stories from Year 1 of the Pilot Project

### --F10-PP-002 (LHS)

X. is a freshman Latina girl who was referred to restorative justice after stealing a cell phone. In the intake and pre-conference, she showed flat affect and was reluctant to speak or make eye contact. As the relationship was built through pre-conference process, X. was able to take full responsibility and acknowledge that she felt ashamed. In the circle, X. appeared calm and attentive and offered a verbal apology to the victim without being prompted. Agreement items centered on apology and restitution to the victim and building X. up:

1. Letter of apology to victim per LCJP guidelines
2. Five hours of service to the school or community (e.g. Hope's Thrift Store, church, etc)
3. Have at least one conversation on academic goals with biology and math teachers and go to two study sessions in each subject.
4. Talk to JM at the Youth Center and apply for one program
5. Pay back the \$24.00 phone case by three hours of chores at home.

Feedback from the circle was overwhelmingly positive, X. reported feeling supported and positive toward the victim and her mother. Other members of the circle reported that it was "safe," "the right direction to go with our youth," that the SRO handled the "situation with care," "calm" and that "It was wonderful, I'm so happy this option is here."

During the agreement phase, X. checked in with me at least once if not twice per week. She most often just came in to report on her grades and how excited she was to have joined the All Out League ( a sports and recreation program designed to bring kids who don't normally mix together in a violence-free atmosphere) at the Youth Center. At first she was shy, but as she completed agreement items, her confidence grew and so did her animation. She began to ask questions about possibly joining the student team and helping out other kids. Sometimes, she would drop by the office just to say hi. The relationship clearly meant a lot to her.

One day, I was walking in the hallway and X. stopped me. "Miss, I need some help or I am going to get into a fight." I of course dropped everything and we talked through what her options were. She reported that another girl was targeting her and that she was in 3 of her classes and had to sit next to her. We decided together that she could ask her teachers if she could be moved to prevent her from escalating, and I asked if she needed me to go with her to talk to her teachers. She said she would try and if it did not work out, she would come to my office for us to talk to them together the following week. I did not hear from her, so the next time she dropped in, I asked what had happened. She said she got moved across the room in all three of her classes and that she was going to be "fine for the rest of the semester." She then proceeded to tell me that she is proud of herself for not getting in trouble and that this "is the longest time I have gone without getting suspended." X. completed her agreement successfully two days before the end of the term.

### **F10-PP-009 (LHS)**

A. is a freshman Latina girl who was referred to restorative justice after getting in a fight at the park across from LHS. She pre-conferenced well and did a great job in the circle. As part of her agreement, A. was to attend 3 sessions of Restorative Mediation with the other offender to work on issues that were contributing factors but not directly related to the offense that landed them in the circle. These sessions went really well, and A. was able to make her peace with the other girl and build relationship with the student mediator and the RJ Coordinator. Three days before her agreement completion date, A. called the RJ Coordinator on her cell phone. She was angry and walking around outside of the school and was thinking about ditching. She had been involved in a verbal altercation with one of her classmates and was fuming. "Are you in your office?" she demanded. When I replied that I was she asked if she could come talk to me. When she came in, she immediately began to unload her frustration with the other student and her feelings of helplessness in facing the rumor-spreading that was going on. She and I talked about her options and came up with a plan for how to handle the most persistent of the girls she was struggling with. After about 15 minutes, A. asked if she could go back to class, she said she felt better and was ready to "move on with my day now that I have a plan."

### **S11-PP-039 (LPMS)**

S. is an 8<sup>th</sup> grade Caucasian female who was referred to restorative justice after being charged with cyber bullying and harassment. S. had been involved in more than one previous incident of menacing/harassment and twice had been cited for cyber bullying and posting mean things on Facebook. S. was referred to RJ in the hope that hearing how it affected others and herself, she would be able to interrupt a negative pattern of behavior. S. attended the conference and listened to a surrogate victim (a peer who had been cyber bullied the previous year) talk about how much it had affected her. In the circle process, she remarked that she "never thought that being mean had so many victims." After the circle, she asked if she would be allowed to participate as a student volunteer, that she felt like she had a good understanding as someone who went through the process about the different levels of harm and the need to a second chance. S.'s agreement included designing a poster against cyber bullying, writing a letter to the victim and her family apologizing, 8 hours of service to the school or community to help others and rebuild her reputation, and attending one RJ event (either recruitment, retreat or community member training). She completed her agreement successfully and has attended three RJ meetings as a student team member.

### **S11-PP-049 (LPMS)**

E. is a 6<sup>th</sup> grade mixed race (Native American, Latino, Caucasian) boy who was referred to restorative justice after "pantsing" another kid in front of the school. E. had been involved in some sexualized behavior earlier in the year and had gotten suspended. When E. came to his pre-conference meeting, he was agitated, refused to make eye contact, gave one-word answers to the questions asked by the facilitators and generally exhibited resistance to the process. After explaining the circle and his role in it, E. started to ask a



lot of questions and expressed concern that he was tired of this being brought up over and over and he wanted to "get past it." We discussed how this has harmed him and reiterated that during the circle he should express how this has hurt his reputation and caused problems in his life as well as listening to how others have been impacted. In the pre-conference, E. did not see how anyone else besides himself and the kid he pantsed had been affected.

On the day of the circle process, E. arrived early and appeared in good spirits: he greeted the facilitators, made eye contact and shook hands with everyone in the room. He asked if he could help set up the room for the circle and said that he got some positive feedback from one of his classmates who had been through a circle before and told him that he didn't have anything to worry about as long as he was honest and wanting to make things right. E. was a model participant, respecting the ground rules, taking responsibility up front, answering questions thoughtfully and openly, and really committing himself to repairing harm in his agreement. After everyone had a chance to speak, E. remarked that he didn't mean to embarrass anyone—not the boy he pantsed, the school or himself—but that he hadn't thought about it beforehand and was really glad that he was being given a chance to make things better at school and with his friends. E. decided that he was going to write a letter of apology to the boy he had pantsed and his family, create 4 posters for the school about thinking before you act and promoting school safety, make a PowerPoint presentation on the effects of pantsing and how it reflects on the school to be used (if possible) by teachers/school personnel in school orientation, and compiling the content of a website on 3/5 topics: school safety, good decision making, bullying, harassment, good boundaries. He has been in regular contact throughout the summer and turned in 3 of the 4 agreement items early. He is expected to complete his agreement at the end of August 2011. On the process feedback forms, one of the community members remarked about E. "I don't think he's a bad person, we all make bad decisions at some point. He seemed to feel that he did wrong." All of the participants reported feeling "positive" or "very positive" toward E. after the circle.