

## LETTER OF AGREEMENT

This is an agreement between the **Marcus A. Foster Educational Institute** (dba Marcus Foster Education Institute or MFEI), a not-for-profit organization, **The Town Project**, a fiscally sponsored project of MFEI both located at 2000 Franklin St, 3rd Floor Oakland, California 94612 and the **Cambrian School District**. By means of this agreement, **The Town Project will work with Cambrian School District located at 4115 Jacksol Drive, San Jose, CA 95124** to perform services as specified below.

**TERM OF AGREEMENT** This agreement shall commence on Monday, September 1, 2023 and conclude on June 30, 2024.

### **LEGAL NAME & ADDRESS**

Marcus A. Foster Educational Institute  
(DBA Marcus Foster Education Institute)  
2000 Franklin Street, 3rd Floor  
Oakland, CA 94612

**SCOPE OF WORK** The Town Project will provide restorative justice professional development services as specified in the attached detailed scope. This agreement is limited to the scope outlined herein.

**Scope of Work, Timeline and Cost by Activity**

Activities	Cost
<p><b><u>Professional Development Training</u></b>            Team will include: Site Leads (principals and/or VPs), Teachers, Instructional coaches, CMO staff            -Up to 25 staff from all four elementary sites / 1 middle School (approximately 5 participants per site)            - September 14, October 5, and October 23 2023            -In person            -3 full day (6 hour) Restorative Justice Implementation Sessions</p>	<p>3 x \$5600 per session=            \$16,800 (discounted \$600)</p>
<p><b><u>Restorative Practices Coaching Clinic for Cohort : 2 week package for Teachers/Administrators for each site</u></b>            -Services include:</p> <ul style="list-style-type: none"> <li>● Ten 4-hour days on-site (3 hours of on site engagements and an hour for transitions- signing in, transition between classes, signing out, etc.)</li> <li>● Each participating school will have two 4-hour days of observation/ coaching</li> <li>● On-site engagements may include               <ul style="list-style-type: none"> <li>■ Class session observations</li> <li>■ Co-facilitated community circles</li> <li>■ In class circle demonstrations</li> <li>■ Restorative Intervention administrative support (up to 1 hour)</li> </ul> </li> <li>● Includes follow-up debriefs/coaching sessions</li> </ul> <p>*either day of on-site engagement OR pre-scheduled phone/zoom within one week of observation/ site visit</p>	<p>\$23,125</p>

<b>Steindorf Leadership Support</b> 1 One hour Tier 2 Leadership Coaching Session w/ Principal To discuss school assessment outcomes and devise goals for school year Remote Fall 2023	\$250
<b>Staff Support</b> 3 Two hour Staff Training: Tier 1 Up to 40 staff Fall, Winter, Spring 2023-24 In-Person	3 sessions x \$2550= \$7650
<b>Travel fees:</b>	18 x \$250= \$4500
<b>Total:</b>	<b>\$52,325</b>

**INTELLECTUAL PROPERTY** The parties agree that The Town Project retains all rights to all content of the training and facilitation materials prepared by The Town Project.

**COMPENSATION/HOURS** The Town Project will complete the agreed upon services to not exceed a total cost of \$52,325 as specified by the activities in the scope listed below.

**CANCELLATION** All parties to this agreement have the right to cancel the agreement with a 30-day written notice. Should an emergency arise, requiring cancellation, The Town Project and [SCHOOL/ORG] will work to reschedule at no additional cost to the [SCHOOL NAME/ORG]. Should a non-emergency cancellation occur the following will apply:

- a. 28 days before the event, the fee will be refunded minus a \$50 processing fee
- b. 14-27 days before the event, 60% of fee will be refunded
- c. 2 weeks (1-13 days) 50% refunded

All refunds will be paid within 60 days of the written notice of cancellation.

**PAYMENT SCHEDULE** Upon receipt of invoice and execution of this scope and

agreement, Cambrian School District will make payment to MFEI as follows:

- a. PAYMENT 1: **\$26,162.50** on September 15, 2023
- b. PAYMENT 2: **\$26,162.50** on November 15, 2023

**The Town Project Mailing List and Website**

The Town Project maintains a mailing list of current clients so that we can easily inform you of upcoming trainings and events and the release of relevant resources and materials. It is our practice to automatically add a new client to our mailing list unless the client specifically requests not to be added. Additionally, we may name clients on our website or in promotional materials unless the client specifically requests otherwise.

Signatures below, indicate acceptance of terms specified herein.

\_\_\_\_\_  
Dr. Sherry Congrave-Wilson, Executive  
Director/Practitioner  
The Town Project

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alicia Dixon, Executive Director  
Marcus Foster Education Institute

\_\_\_\_\_  
Date

*Linh Nguyen*  
\_\_\_\_\_

8/18/2023  
\_\_\_\_\_

Linh Nguyen, Asst Sup of Ed Services  
Cambrian School District

Date