

ADDENDUM TO REDUCTION IN STUDENT DISCIPLINE AGREEMENT

BACKGROUND

- A. In May 2009, “Community Members” and the Del Norte County Unified School District (“District”) entered into a “Reduction in Student Discipline Agreement” (“2009 Agreement”) to resolve issues concerning high rates of exclusionary discipline, disparate discipline of students of color, particularly Native American students, and racial harassment.
- B. The District has attempted to comply with the terms of 2009 Agreement, including significantly reducing the total number of students who were suspended or expelled, conducting professional development of teachers on the issues of racial discrimination and harassment, teaching the Yurok language as a class that qualifies for the California A-G requirements, and developing and partially implementing curricula that teaches about the history and culture of the Yurok tribe for grades 3, 4, 5, 8, 11 and 12. The District has formalized the American Indian Task Force, now called the American Indian Education Advisory Council (“AIEAC”), and is in the process of turning it into an official committee of the District School Board. The District has also substantially complied with the monitoring provisions of the 2009 Agreement.
- C. However, the District has been unable to fully develop, implement and monitor the implementation of curricula that teaches about the history and culture of the Yurok tribe for grades 5, 8, 11 and 12. Despite the reduction in suspensions and expulsions, more could be done, including continuing to reduce all forms of exclusionary discipline and reducing the racial disparities in that exclusionary discipline. Additionally, the District reports dissatisfaction with the professional development program NCBI, that focused on racial discrimination and harassment, and has not ensured that those programs are held in the fall semester of each year, as required by the 2009 Agreement.
- D. The parties agree to extend and expand upon the 2009 Agreement to:
 - 1. Extend the 2009 Agreement beyond August 30, 2013 to ensure that the District has adequate time to fully comply with the terms of that Agreement;
 - 2. Clarify the District’s responsibilities regarding developing, implementing, and monitoring curricula for 3, 4, 5, 8, 11, and 12 grades that teaches about the history, culture and language of the Yurok tribe, and to ensure that the curricula meets Common Core requirements; and
 - 3. Enable the District to develop policies and procedures that foster lasting improvements in school climate, continue to reduce exclusionary discipline, reduce racial disparities in rates of exclusionary discipline, and promote a District-wide culture that is welcoming and inclusive of all students by using positive behavior interventions such as Restorative Justice and positive behavior intervention and supports (PBIS).
- E. In light of the commitment the District has demonstrated to date, the specific challenges it has faced (including a transition of leadership in the middle of the monitoring period), and the positive results achieved through the District’s compliance efforts to date, the parties have agreed

to enter into this Extension of and Addendum to the Reduction in Student Discipline Agreement (“Addendum”).

- F. This document incorporates by reference and expands upon the 2009 Agreement entered into by the parties in May 2009. The parties have modified sections 1, 3, 5, and 9 of the 2009 Agreement and have set forth those changes in this document. Other than those modified provisions and sections 2 and 4, which will expire on August 30, 2014, all other provisions of the 2009 Agreement will remain effective, in their original unmodified form, until the expiration of this Addendum.
1. The parties to this Agreement are the “Community Members”, Margaret Gensaw and Curtis Gensaw and Del Norte County Unified School District. The parties hereby agree as follows:
 2. The parties recognize the importance of ensuring the continuity of the practices agreed to herein. It is the intent of the parties to work to ensure improved educational outcomes for all students, particularly Native American students.

DEFINITIONS

- A. Students: For the purposes of this Addendum, “Students” is defined as all students in the District.
- B. District schools: For the purposes of this Addendum, “District schools” is defined as all schools in the District.
- C. Lesson/Unit: For the purposes of this Addendum, a lesson will take at least one class period. A unit will be made up of four lessons, will meet the Common Core literacy standards for the grade for which it was created, and will set forth the specific skills and information the students should learn.

MATERIAL TERMS:

- 1) **Extension of monitoring and effective periods:**
 - A. Del Norte County Unified School District (the “District”) and the Community Members agree to extend the 2009 Agreement for an additional three years so as to reach full compliance with the terms in the 2009 Agreement and all additional terms agreed to below. The Parties therefore agree to extend the monitoring period in the 2009 Agreement through and until August 30, 2017.
- 2) **Curriculum development, implementation, and evaluation for 3rd, 4th, 5th, 8th, 11th, and 12th grades.** The Parties acknowledge the District’s efforts to develop and implement curricula focusing on local Native American culture, particularly the Yurok and Tolowa language, history, and culture, as agreed to in section 3 of the 2009 Agreement. The Parties resolve that the District will develop, implement, and evaluate school curricula in the time-frames described below to establish multi-cultural programming that educates students about and helps preserve the history, culture and language of the Yurok tribes, including by:

- A. Supporting the study of the history and culture of local Native Americans in the development of American society and Del Norte County;
- B. Developing, implementing, and evaluating curricula for grades 3, 4, 5, 8, 11, and 12 focused on local Native American cultures and language.
- i. During the first year of the Addendum, the District will develop, implement, and evaluate curriculum for grade levels 3, 4, and 5.
 - ii. During the second year of this Addendum, the District will continue to implement and evaluate curriculum for grades 3, 4, and 5 in addition to developing, implementing, and evaluating curriculum for grades 8, 11, and 12.
 - iii. During the third year of this Addendum, the District will continue to implement and evaluate curriculum for grade levels 3, 4, 5, 8, 11, and 12.
- C. Development:
- i. District leadership will work with the Yurok tribe, other local tribes, and the AIEAC to create a three-year plan for the creation, implementation, and evaluation of developmentally appropriate curricula that meet Common Core literacy standards to teach students about the history, culture, and language of the Yurok, and Tolowa tribes.
 - ii. The District will provide teachers and members of the AIEAC with resources and planning time to design the lessons/units as agreed upon by the AIEAC. These lessons/units may include the below suggestions or other mutually agreed upon lessons/units:
 - 3rd Grade—Tolowa and Yurok Units on District Website
 - 4th Grade—California Unit on District Website
 - 5th Grade—Jed Smith Interaction with Local Natives
 - 8th Grade—Impact of Gold Rush on Local Natives
 - 11th—Red Power and the role of Local Natives
 - 12th—Sovereignty, a comparison of the Yurok, Tolowa, and the US Constitutions.
- The AIEAC and District administration will collaborate to ensure that teachers have the resources and professional development necessary to implement the curriculum listed above.
- iii. Grade-level lesson/units will be completed and ready for instruction no later than September 30th of each year in which the curriculum will be taught.
- D. Implementation:
- i. Before the start of the school year, the District will coordinate curriculum distribution to individual teachers and school sites to ensure that implementation begins during the first marking period;

- ii. During the school year, the District will support the implementation of grade level curriculum through, for example, dedicating resources to continuing professional development for teachers to discuss common successes, gaps, and ways in which the curriculum can be better implemented; Progress reports will be given to the District's AIEAC at least twice per year and
- iii. For each grade implementing the curricula, every student in the grade will receive at least two units, which may include the grade level curriculum described above.

E. Evaluation:

- i. Teachers will review student work from the final assessments of each unit to evaluate student progress towards mastery of Common Core standards. For each unit, a common formative assessment will be developed by the District and the AIEAC and the assessment will be provided as part of the Monitoring Report.
- ii. The District will submit the annual LCAP Report, with a specific focus on school climate and student engagement as part of the Monitoring Report for each year of the Addendum beginning in Spring 2015.
- iii. At the end of each school year, the District will use data from subsections 2(E)(i), (ii) and (iii) to create a curriculum report that it will submit to the ACLU as part of an annual Addendum Monitoring Report, which will also include sample lesson/units and redacted student work samples for 5% of the students in each grade level where curriculum has been implemented.

F. Continuing the District's commitment to offering Yurok and Tolowa language classes in District schools for academic credit, by allowing these classes to satisfy the California A-G foreign language requirement in District high schools and by working to provide Yurok and Tolowa language classes at middle schools as part of the foreign language curriculum with resources equal to other classes in District schools. Students attending alternative or charter schools in the District may, if eligible, be allowed to enroll in Native language classes offered at District high schools and middle schools for academic credit.

3) **Professional development for all teachers, staff, and administrators that is race-conscious and focuses on cultural competence, diversity, and implicit bias.** The Parties mutually recognize that professional development around issues of race, discrimination, and cultural competency is essential to promoting a positive school climate sensitive to the cultural histories and identities of all students, teaching the new curriculum, promoting academic achievement, and reducing racial disparities in discipline numbers. The Parties resolve that the District will commit to a professional development plan to achieve these goals, including by:

A. Conducting a professional development needs assessment:

- i. The District will partner with at least one mutually agreed upon professional development provider to conduct a needs assessment and design a professional development program

specific to the issues discussed in this section, including but not limited to the following providers:

- The National Equity Project
- Facing History and Ourselves
- The National Child Traumatic Stress Network
- Teaching Tolerance (especially their training about implicit bias)
- California Center for Excellence in Trauma-Informed Care
- Yurok, Tolowa, and other local tribes for cultural competency concerning Native peoples and culture
- National Experts in this area, including, for example, John Powell

B. Implementation:

- i. Annual professional development trainings must be completed prior to October 31 to ensure that teachers, staff, and administrators can address the needs of District students in a professional, non-biased, and culturally competent manner throughout the school year.

C. Evaluation:

- i. Staff going through professional development trainings will be randomly selected for a survey regarding their qualitative experiences with the trainings and its impact on school culture, classroom engagement, and climate. Survey results will be reviewed by the District and AIEAC and will be submitted as part of the Addendum Monitoring Report.
- ii. Each year, the District will include a description of how the professional development trainings have gone in the Addendum Monitoring Report. This description will include a discussion of whether or not the District would like to keep using the same provider, or whether the District would like to change providers, along with reasons for the desired change, as well as proposed new providers to be used within the timeframe outlined in this Addendum.

- 4). **Reduction in exclusionary discipline practices with a specific focus on addressing the continued racial disparities in the discipline data through the implementation of additional intervention strategies.** The parties mutually recognize that improvements in the District's disciplinary practices and procedures are warranted and that it is in the best interests of the District, its students, and the community to work together to improve discipline practices for all students, including Native American students. The parties resolve that the District will implement PBIS with fidelity, commit to a restorative justice program throughout the District, and develop, implement, and monitor a district-wide protocol for collecting, analyzing, and acting on student discipline data to reduce racial disparities, including by:

A. Developing, implementing, and evaluating a Restorative Justice program in secondary programs that uses preventative interventions to address discipline issues and school climate.

- i. The organizations implementing and monitoring the District's PBIS and Restorative Justice programs will provide an evaluation letter of their work with the District annually.

The District will report to the AIEAC annually on the progress of the PBIS and Restorative Justice Programs.

- ii. The District will include this written summary and the District's response, if any, as part of an Addendum Monitoring Report.

B. Data Collection and Monitoring:

- i. Development of a data monitoring system and tiered interventions:
 - a. Site administration will review school level discipline data and identify individual schools with the greatest disparities in discipline related to students of color.
 - b. Discipline data will be disaggregated by race, gender, grade level, type of disciplinary intervention (including in- and out-of-school suspension, expulsion, and involuntary transfers), individual school site, and teachers.
 - c. District representatives, and school administrators, will use student discipline data from the 2012-2013 and 2013-2014 school years to develop and implement a tiered system of interventions with the greatest amount of support being provided to schools showing the greatest disparities in disciplinary practices.
- ii. Implementation of targeted strategies designed to reduce disparate discipline:
 - a. PBIS and mutually agreed-upon Restorative Justice trainers will conduct centralized staff interventions, school administrators will use staff meetings for focused planning and development of a goal-driven action plan to reduce disparate student discipline, and teachers identified for additional support will receive coaching from PBIS and Restorative Justice trainers and / or other partner organizations regarding data analysis, student intervention, and equitable classroom management. The AIEAC will be given two progress reports per year and these progress reports will be reported in the annual district American Indian Report Card (AIRC).
- iii. Ongoing monitoring of discipline interventions:
 - a. PBIS and Restorative Justice trainers will conduct classroom walk-throughs with vice principals or principals to visit rooms with higher discipline rates, shadow vice principals or principals during discipline proceedings, and provide additional reports to principals for review of discipline practices and data.
 - b. Teacher level data will be reported and reviewed at the site level, and staff will implement accountability strategies for principals to meet individually with staff as well as present general staff reports at staff meeting.
 - c. The District will review discipline data quarterly at principal meetings, and the data and conclusions will be used with sites specifically.

- d. District staff will identify sites and staff that are either not documenting interventions or that are not consistent in implementing interventions for additional coaching and support.
 - e. The District will use data from subsections 4(A) - (B) to create a discipline compliance report that it will submit to the ACLU as part of the annual Addendum Monitoring Report, which will include, but is not limited to evidence of an action plan to reduce disparate student discipline through tiered interventions, disaggregated student discipline data, evidence of support given to teachers and school sites identified for additional classroom management coaching, agendas from staff meetings showing that school staff are actively using tools including, but not limited to, PBIS, Restorative Justice, an awareness of how implicit bias affects working with students from diverse backgrounds, and evidence of systemic use of targeted student interventions, especially prior to suspensions or involuntary transfers. The District's AIEAC will be given two progress reports on this area per year.
- 5). This Addendum shall be binding on the District, its agents, and employees. This Addendum constitutes the entire agreement between the parties relating to this matter and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party that is not contained in this written Addendum, including its attachments, shall be enforceable.
- 6). If any term of this Addendum is determined by any court to be unenforceable, the other terms of this Addendum shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Addendum as may be necessary to restore the parties as closely as possible to the initially agreed-upon relative rights and obligations.
- 7). This Addendum may be signed in counterparts, which shall constitute a single document when executed by the parties. Signatures transmitted via facsimile shall have the same force and effects as the originals.
- 8). This Addendum is effective from the date of the last signature below until August 30, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the dates indicated below.

Del Norte County Unified School District:

The Community Members:

By: _____

By: _____

Margaret Gensaw

Date: _____

Date: _____

By: _____

Curtis Gensaw

Date: _____