

## AGREEMENT

### I. INTRODUCTION

The goals of this agreement are intended to promote the following:

- A. Elimination of peer-on-peer and staff-on-student harassment based on race, gender, and disability.
- B. Enhancement of multi-cultural curricular programming that engages both students and staff in learning, in a respectful and positive manner, about the various cultural and ethnic groups represented at District schools.
- C. Empowerment of staff, students, families, and community members to participate in promoting and maintaining a positive and inclusive school climate.
- D. Reduce exclusionary discipline and eliminate racial and disability-based disparities in discipline and transfers to alternative schools.
- E. Provide students with disabilities with equal opportunities to their non-disabled peers by identifying students with disabilities and providing them with appropriate accommodations, modifications and services.

### II. DEFINITIONS

- A. PBIS: PBIS means positive behavioral interventions and supports, including a focus on culturally-responsive implementation to reduce racial and sexual disparities and to improve school climate by addressing racial and sexual harassment and discrimination. PBIS teams are teams of teachers, administrators, and other school staff with the responsibility for implementing PBIS at each school site.
- B. Restorative Practices: Restorative Practices mean a set of procedures to create inclusive school communities through proactively building relationships and a sense of community to prevent conflict and wrongdoing, and responding to wrongdoing in a way that restores the community impacted and addresses the root causes of wrongdoing. Restorative Practices will continue to be implemented and will include a focus on culturally-responsive implementation to reduce student and/or parent concerns regarding racial and sexual disparities and to improve school climate by addressing racial and sexual harassment and discrimination.
- C. Biannual: Biannual means twice a year.
- D. Term of the Agreement: The term of the agreement means from September 9, 2014 through June 30, 2019.

### III. FINANCIAL COMMITMENT BY DISTRICT TO IMPLEMENT ALL TERMS OF THIS AGREEMENT

- A. The Parties to this Agreement agree that the District will spend no more than \$250,000 to implement all terms of this agreement for the first three years of this agreement. The District will budget and spend up to \$100,000 in year one (2014-2015 fiscal year) of this agreement, \$75,000 in year two (2015-2016 fiscal year) of this agreement and

\$75,000 in year three (2016-2017 fiscal year) of this agreement. If a maximum yearly allocation is not spent during the year that it is allocated, the balance shall then carry over to the remaining years for the remaining term of this agreement and those funds will be spent to implement the terms of this agreement. The District shall use these funds exclusively to implement the terms of this agreement.

- B. The District further agrees that if it spends \$250,000 in the first three years of this agreement, Plaintiffs and their legal counsel may request that the District spend additional funds to implement the terms of this agreement for the fourth and fifth years of the agreement, up to \$50,000. In requesting that the District spend additional funds, Plaintiffs and their legal counsel will follow the compliance and dispute resolution procedures set forth in Section VIII, below.

#### **IV. ASSESSMENT OF SCHOOL CLIMATE AND DISABILITY SERVICES AND PREPARATION OF IMPLEMENTATION PLAN**

The District will contract with School-wide Positive and Restorative Discipline Research Group (SPRD) for five years through June 30, 2019. The purpose of this contract will be to do a District-wide School Climate Assessment (Assessment), do a Draft Assessment Report, revise the draft as necessary after public input at a meeting of the District Board of Trustees (Board), produce a Final Assessment Report and provide a Biannual Report to District Board regarding implementation of the adopted plan for the years in question beginning with the biannual reports beginning in January 2016.

- A. The purpose of the Assessment is to review and describe District-wide School Climate (including the identification of issues of racial discrimination, including harassment, sexual discrimination, including harassment, and unlawful disparity in discipline, if any). This part of the Assessment will be performed pursuant to a Project Proposal and contract with SPRD that will include a review of District data, policies and practices, professional development, complaint processes, site visits, interviews with administrators, staff, students and family members, community feedback, the scope of which will include the elements described in Appendix A, attached hereto.
- B. For the remaining years of this Agreement with SPRD, SPRD will work for the continuing implementation of PBIS, using PBIS consulting teams in grade levels K-8, and for the implementation of Restorative Practices at Zane Middle School and Eureka High School. If Restorative Practices is successful, the District will consider moving this program to Winship Middle School and Zoe Barnum High School.
- C. SPRD will review and make recommendations to promote the District's data collection practices so that the District can collect and maintain data that is to be reported in the District Annual Reports.
- D. Services for Students with Disabilities: This part of the Assessment will be performed pursuant to a Project Proposal and contract with SPRD that will include a review of District data, policies and practices, professional development, complaint processes, site visits and interviews with administrators, staff, students and family members, community feedback, the scope of which will include a review of evaluation and identification processes and timelines, the District's processes to identify which students should be referred for evaluation, the District's pre-referral intervention processes, and the processes for the development and implementation of appropriate accommodations, modifications, and services to ensure compliance with Federal and State law.
- E. In order to obtain community feedback, SPRD will prepare a report of its assessment findings (Draft Assessment Report) and present its draft findings at a publically noticed "Study Session" with the Board, where School Climate will be the only item discussed at that study session and no

action will be taken by the Board at that time. SPRD will be present to explain its draft assessment findings and recommendations at this meeting and to answer questions from community members and the Board. This study session and the Draft Assessment Report will be publicly noticed and available in advance of the date of the study session. SPRD will make a determination of the advance notice and availability to be provided which will be no less than 72 hours. The study session will be publicized through the District's website, postings on the central bulletin boards at the District central office and all District schools, individual District school newsletters where applicable, and communications from the District to Plaintiffs' counsel. The Draft Assessment Report will be available in the District central office and the main offices of all District schools, and provided by the District to Michael Harris at National Center for Youth Law (NCYL). SPRD will produce its Draft Assessment Report no later than March 1, 2015, unless SPRD requests additional time.

- F. Following the publicly noticed study session, SPRD will produce a Final Assessment Report of its assessment findings no later than May 1, 2015, unless SPRD requests additional time. The Final Assessment Report will include recommendations for changes to policies and practices to improve school climate and services for students with disabilities, where deficiencies are identified. The recommendations may include recommendations for professional development, the revision of District policies and procedures, and any other items SPRD deems appropriate to achieve the goal of school climate improvement.
- G. The District will present the Final Assessment Report to the Board at a regular meeting of the Board that is open to the public, and that is publicly noticed at least 72 hours in advance of the date of the meeting. The Final Assessment Report will be made publicly available at least 72 hours in advance of the meeting. Public comment will also be taken at this meeting, and the District will allocate up to one hour of the meeting for public comments on this item, should such time be necessary. Subject to any legal impediments (including District Board policy) and the financial limitations in Section III., above, all SPRD recommendations will be accepted by the Board.
- H. If, at any time, the Board rejects any of SPRD's recommendations contained in the Final Assessment Report, the Board shall formally reject the recommendation, with a detailed explanation of the reasons that justify the rejection, at a regularly scheduled meeting of the Board. Any Board meeting considering SPRD recommendations must be noticed pursuant to the Brown Act. Time will then be allowed at that Board meeting for public comment to address the recommendation(s) under consideration. Prior to the Board's rejection of a recommendation, it will make good faith efforts to confer with SPRD as to how to implement the recommendation in a manner that addresses the reasons for rejection.
- I. Within 90 calendar days of the acceptance of the Final Assessment Report by the Board, unless additional time is requested by SPRD, the District, with the assistance of SPRD, will draft and adopt an Implementation Plan that will include all necessary tasks with corresponding timelines to accomplish the recommendations set forth in the Final Assessment Report and adopted by the Board.
- J. For the term of this Agreement, the District, with the assistance of SPRD, will continue to implement PBIS in grades K-8, with the integration of a specific focus on doing so in a culturally responsive manner, and will implement Restorative Practices at Zane Middle School and Eureka High School.
- K. SPRD Biannual Reports: These reports will be presented to the Board at a regularly scheduled public meeting of the Board and listed on the Board agenda. These reports will be made available to the public at the time they are made available to the Board in accordance with the Brown Act.

The first report shall be due by and made available at a January 2016 Board meeting. Thereafter, and for the term of this Agreement, the Biannual Reports shall be presented at a Board meeting in August and in January. The Biannual Reports will address the following:

1. Continuing implementation of PBIS in grades K-8;
2. The implementation process of Restorative Practices at Zane Middle School and Eureka High School;
3. Update on Implementation Plan; and
4. Report on suspensions of students by teachers, keeping the identity of any teachers confidential, under California Education Code §48910 that occur at a rate abnormally high or at significant variance from the norm as determined by SPRD. (The District will provide student suspension data for all K-12 teachers, and SPRD will ascertain whether any particular teacher has a history of suspending students at an abnormal rate that is above the norm. Student suspension information will be sent to SPRD, within 15 calendar days after SPRD requests this information.)

#### V. COMMUNITY ENGAGEMENT

- A. To develop their Draft Assessment Report, SPRD will conduct surveys and engage in other activities to solicit community and staff input. Beginning with the 2014-15 school year and for the remainder of this agreement, the topic of school climate will be placed as a Board's Agenda item once each semester, during the month of December and June at regularly scheduled meetings. Public comment on school climate will be accepted at these meetings in accordance with the Brown Act, which will provide opportunities for all community members, including plaintiffs, if they desire, to provide feedback on assessing the achievement of the items in the Implementation Plan.
- B. The District will make an annual report (Annual Report) described in Section VII of this Agreement available to the public no later than October 15 of each year of this Agreement beginning with 2015. Each Annual Report shall deal with the prior school year. The version of the Annual Report made available to the public shall be redacted in order to protect confidential student and employee information, if any, in accordance with all State and Federal laws. At its regularly scheduled October meeting, the Board shall place the Annual Report on the agenda and take public comments regarding the Annual Report. The Board will allocate up to one hour, if necessary, for public comment regarding the Annual Report.
- C. The District will designate an administrator who will be available to meet with community organizations that want to create partnerships or otherwise work with the District regarding the issues presented in the Introduction. The District will publicize the designation of the administrator via the District website and student handbook or manual.

#### VI. IMPLEMENTATION OF OTHER REMEDIAL MEASURES

- A. The District will update its Complaint Procedure Manual by December 1, 2014. The District will review and update its Complaint Procedure Manual by October 15, 2015 to include any additional SPRD complaint procedure recommendations that are part of the Implementation Plan. During the 2014-2015 school year, the District will identify a staff member at each school site who will receive special training on handling complaints of unlawful discrimination and harassment. This staff

member will be identified in the Complaint Procedure Manual and will assist students, families and community members seeking to file complaints. If SPRD recommends continuing this practice as part of its complaint procedure recommendations, the District will do so, subject to the provisions in Section IV(H), above.

- B. The District will continue to participate in Teen Court for the term of this Agreement, as long as the program is funded during this time frame.
- C. As part of the Implementation Plan and during the term of this Agreement, the District will provide annual training regarding sexual and racial harassment and discrimination to all District administrators and teachers, which will include specific content for identifying, preventing, and responding to peer-on-peer sexual and racial harassment. The District shall consult with SPRD regarding who will provide this training, and about the content and scope of the training starting 2015-16.
- D. The District will continue its work to implement the California State directed Common Core Standards. By June 2015, the District will consult with SPRD or engage Facing History and Ourselves (FHAO) to provide training to teachers to improve their ability to include culturally responsive materials and to address racial or sexual slurs in the curriculum and take affirmative steps to create an inclusive environment for all students, particularly when issues involving race, or gender are discussed. As part of this engagement, either SPRD or FHAO will make curricular suggestions to directly address contributions of African American and Native American leaders in the development of American society and Humboldt County. The District will also include in its Annual Report (*See*, Section VII., below) descriptions by applicable grade level of the ways in which it complies with Ed. Code §51204.5 in the social science classes.
- E. The District will consider all written recommendations (not simply a list) for grant funding that plaintiffs, their counsel, or any member of the public, provide to the District as to potential sources of grant funding. If the District does not pursue a recommended grant, the District will provide a written explanation to the person making the recommendation as to why it has declined to pursue such funding. A copy of the recommendation and District's response shall be sent to the Board.

## **VII. ANNUAL REPORT BY DISTRICT**

- A. District staff will prepare and provide an Annual Report to the Board, no later than October 15. The Report will provide the following information regarding the prior school year. The first report will be completed by October 15, 2015 for the 2014-2015 school year. Annual Reports thereafter will continue on the same schedule through the term of this Agreement. The Report will provide the following information:
  - 1. Average daily attendance for each District school, by grade level, disaggregated by race beginning with the 2014-15 school year.
  - 2. A list of all trainings provided by the District on classroom management and discipline to teachers and administrators in the school year, broken down by school and including dates and number of hours of such trainings. An Appendix to the Report shall include the agenda for such trainings as well as sign-in attendance sheets for these trainings.
  - 3. District-wide discipline data reporting the imposition of discipline consequences- specifically the number of:
    - a. in-school suspensions under Education Code §48911.1,
    - b. out-of-school suspensions,

- c. referrals made to alternative placements,
- d. referrals to Teen Court, and
- e. expulsions.

This information will be disaggregated by school site, grade level, race and gender. Referrals to Teen Court and expulsions will also be disaggregated by disability status (students with an IEP or 504 Plan). This information will also be disaggregated by type or category of infraction as provided in the Education Code if applicable to the consequence.

- 4. A review of any incident reported through one or more Incident/Witness Reports and/or the complaint process alleging racial or sexual harassment by students, disaggregated by school site and grade level. The information will also be disaggregated by the race and gender status of alleged victim. In a separate attachment to the Annual Report the District will provide the date of incident, the report date, a description of any investigation, follow-up action, and/or other resolution taken in response to the report.
  - 5. A list and description of all service learning activities, projects, and programs implemented in District schools that promote positive student decision making, including dates of such activities, projects, and programs, and the total number of students by school site participating in each.
  - 6. A list and description of all professional development or other training provided to District administrators or staff in that school year relating to prevention, identification, and response to racial or sexual harassment, and/or culturally responsive curricula, broken down by school and including dates and number of hours of such trainings. An Appendix to the Report shall include the agenda for such trainings as well as sign-in attendance sheets for these trainings.
  - 7. Reporting pursuant to Section VI (D) of this Agreement on the District's compliance with Ed. Code §51204.5.
- B. Each May, starting in the 2014-2015 school year, and continuing annually through the term of this Agreement, the District will place on the agenda and hold a public hearing at a regularly scheduled meeting of the Board of Trustees to review the District complaint process, at which time there will be public comment taken on the complaint procedure, filing of complaints, and effectiveness of the complaint process.

## **VIII. COMPLIANCE AND DISPUTE RESOLUTION**

- A. It is anticipated that Plaintiffs and their legal counsel including the National Center for Youth Law (NCYL) will review the District's implementation of these terms, and regularly communicate with the District and Plaintiffs regarding implementation.
- 1. The District will provide NCYL with all reports described in this agreement at the same time that the reports are provided to the District Board of Trustees. Nothing in this Agreement shall prohibit the District from providing draft reports or reports to NCYL in advance of the dates they are provided to the Board of Trustees if the District determines it would be beneficial.
  - 2. NCYL's primary point of contact with the District shall be the Superintendent, or any Assistant Superintendent the Superintendent so designates. If requested by NCYL after consultation with the Superintendent or designated Assistant Superintendent, the District may provide NCYL access to its Title IX coordinator and/or any other District employee

responsible for implementing the terms of this Agreement.

3. The District's primary point of contact with NCYL will be a named representative of NCYL, currently Senior Attorney Michael Harris. The District will compensate NCYL a flat fee of \$7,500 per year for the term of this agreement. This compensation is included in the financial commitment in Section III., below.

- B. If any aspect of the implementation of this agreement becomes impractical or would result in expenses significantly exceeding what is contemplated by this Agreement (*See*, Section III., below), the District and NCYL may make changes to this agreement in writing, subject to approval by the Plaintiffs.
- C. If a dispute arises between NCYL and the District regarding compliance with this agreement and the Implementation Plan, NCYL and the District agree:
  - 1. To first attempt to resolve any dispute informally through communication between the Superintendent or Superintendent's designee and the designated NCYL representative. Such disputes must be raised within 90 days of when NCYL knew or should have known of the concern and no later than 30 calendar days after the District's Annual Report.
  - 2. If informal resolution is not possible, the next step will be for NCYL to notify the District in writing, through a formal Notice of Dispute. The Notice of Dispute shall be sent within 30 calendar days after a determination is made that informal resolution of the subject matter of the dispute is not possible. NCYL and the District agree to then meet and confer within 30 business days of the written Notice of Dispute regarding the dispute and NCYL and the District agree to make reasonable efforts to resolve the dispute in good faith. The parties will confirm in writing the conclusion date of the meet and confer process.
  - 3. If the dispute is not resolved through the meet and confer process, the District will provide a formal written response (Response to Notice of Dispute) to NCYL's Notice of Dispute within 30 business days following the conclusion of the meet and confer process.
  - 4. If the dispute is not resolved within 30 calendar days after the District's Response to Notice of Dispute, the Parties may elect to seek the Court's assistance in resolving the dispute. Subject to the Court's approval, the parties' dispute will be resolved by the Magistrate Judge for the United States District Court, Northern District of California assigned to the Eureka Division, currently Magistrate Judge Vadas. The prevailing party shall receive reasonable attorney fees as determined by the court.
- D. The United States District Court, Northern District of California will retain jurisdiction over the case regarding compliance to this Agreement through the term of this Agreement.
- E. Early Termination of Agreement: If, prior to the expiration of the Agreement, the District and SPRD both believe that the District has fully addressed the issues underlying the causes of action in the original action, and implemented and complied with each substantive (non-reporting) provision of this Agreement, the District may submit a written request to NCYL to terminate the Agreement early. Such request shall be supported by: all prior Annual Reports; a repeat District-wide School Climate Assessment undertaken by SPRD demonstrating that any problems identified in the initial Climate Assessment have been addressed; and a declaration by SPRD explaining the methodology and results of the second Assessment. NCYL will review the request and determine whether termination of some or all of the terms of this Agreement are warranted. If NCYL does not agree to termination some or all of the provisions of this Agreement, the parties may present the terms that remain in dispute to the Magistrate Judge for a final determination.