

## **COMPROMISE AND RELEASE AGREEMENT**

This Compromise and Release Agreement ("Agreement") is made by and between Staci Crosby, Aryanna Davis, Debbie Barrera, Isaiah Piña, Patricia Scruggs, Giovanni Scruggs Hutcherson, Ricardo Blanco, Cedric Wright, Julia Wright, Mack Wilson, Modesto-Stanislaus Branch of the NAACP and Advocates for Justice (collectively, "Claimants") and Modesto City Schools, Current and Former members of the Board of Trustees of Modesto City Schools, Chad Brown, Amy Neumann, Steven Grenbeaux, Cindy Marks, John Walker, Adolfo Lopez, and Dr. Charlene G. West, (collectively, "Governing Board"), former and current administrators including, but not limited to, former Superintendent Pamela Able, former Associate Superintendent Virginia Johnson, and Interim Superintendent Craig Rydquist (collectively referred to herein with the Governing Board as "District"). Claimants and the District are collectively referred herein as "the Parties" or individually as "Party" to resolve any and all potential and existing claims and issues and disputes as defined below in Paragraph H, Release of Claims.

### **I. TERMS AND CONDITIONS**

#### **A. Retention of Agreed Upon Expert/Scope of Work**

1. The District shall retain, Dr. Jason Okonofua ("Expert") to serve as lead expert, to evaluate, review, analyze recommend revisions when necessary and monitor the District's student behavior intervention plan, discipline policy, program transfer policy, and truancy system from May 1, 2018 through September 30, 2020 and may be extended to provide additional expert support during the implementation of Phase 4 of the Proposed Timeline for Expert's Scope of Work as described in Paragraph B.1., based on the recommendation of Expert. Expert shall be retained to monitor District's efforts to provide staff training and implementation review from September 1, 2019 to June 30, 2021. The total expense shall not exceed Three Hundred Thousand Dollars (\$300,000). This amount may be increased at the District's discretion. The District understands that Expert may utilize associates under his employ or under the employ of the Regents of the University of California to complete this scope of work and within the cost parameters defined herein.

2. The District, in consultation with Claimants' legal counsel, may authorize Expert to retain additional experts or analysts in furtherance of this defined scope of work and any cost associated with that shall be included in and charged against the amount described in Paragraph A.1. Under no circumstances may Claimants' representatives unilaterally increase, decrease, or otherwise modify Expert's scope of work

3. The Expert's evaluation, review, recommendations and analysis shall include consideration of various approaches, including but not limited to, Emphatic Response, Positive Behavioral Intervention and Supports ("PBIS") and Restorative Practices. Expert shall also consider additional elements such as implicit bias, racial anxiety, stereotype threat, trauma-informed practices, and mind science training.

4. The Expert will review, analyze and make recommendations to ensure objective criteria is used for disciplinary actions, intervention center referrals, referrals to alternative schools, program transfers and regular review of such actions to ensure, among other things compliance with District policies and the Education Code. Expert may review and analyze the impacts of student discipline, referrals, or transfers on students based on race, ethnicity, language status, or disability.

5. The Parties acknowledge Expert will likely recommend staff training. Such staff training, if recommended and depending on the needs identified by the Expert, could be related to, among other things, the design and implementation of behavior intervention plan(s) and student discipline policy. Any recommended staff training timeline shall be developed for the 2019-20 and 2020-21 school years, acknowledging various logistical and contractual constraints, including the District's collective bargaining agreements with labor unions.

6. The District shall develop and implement the Expert's recommendations, unless the District can demonstrate a recommendation is:

- a. Contrary to law,
- b. Pedagogically unsound, or
- c. Fiscally impracticable.

7. The Expert shall make one presentation per school year to the Governing Board. Each presentation shall be made during a regular meeting in open session. The District shall provide advance notice of the presentations to Claimants' legal counsel and shall provide Claimants' counsel with all reports, PowerPoint presentations and underlying analyses, provided the underlying analyses is not otherwise protected as a matter of Expert's proprietary information, student or personnel privacy, or the District's work product.

8. Commencing September 2018, Expert shall provide legal counsel for the District and Claimants periodic written summaries regarding

Expert's progress related to the scope of work during the months of January, April and September during the term of this Agreement.

9. At a minimum, the Expert's written summaries shall include, where applicable: a summary of the records or data relied upon; summary of any survey results, findings or conclusions based on the data, records or surveys; recommendations made to the District regarding all policies and practices related to disciplinary actions, intervention center referrals, alternative school referrals and truancy.

10. Expert and legal counsel for the District and Claimants shall meet in person to discuss the Expert's progress at least twice during the 2018-2019 school year and at least once each successive school year, as requested by Claimant's counsel.

11. In exchange for the periodic written summaries and in person meetings, Claimants agree that they will not submit requests under the California Public Records Act to the District for records or information reasonably related to the above referenced scope of work during the term of the Agreement.

12. If Claimants, their counsel, or their representatives wish to communicate with Expert, Claimants understand and agree that arrangements to do so must be made with District's counsel and will necessitate District's counsel participating in the call or conference or being carbon-copied on any written correspondence. Any additional costs to the District for unreasonable or excessive communications with Expert will be reimbursed by Claimants, their counsel, or their representatives.

## **B. Proposed Timeline for Expert's Scope of Work**

1. The Expert's analyses shall be conducted pursuant to the steps and timeline developed by the Expert as set forth in Exhibit A, "Modesto City Schools-Detailed Timeline" which is incorporated into this Agreement. The District shall take all reasonable steps necessary to support this timeline with respect to the appointment of point persons and the production of records and requested data. Consistent with Exhibit A, the District authorizes Expert to engage in the scope of work based on the following schedule:

### **Phase One:** Data Collection and Review

Timeline: To be completed by August 1, 2018

Description: Consistent with Exhibit A, subject to adjustment by Expert, the Expert shall review available data

including, but not limited to, suspension rates, intervention center referrals, tardies, grades, by demographics, and other factors Expert deems relevant. This review shall be conducted in tandem with an evaluation and recommendations related to current policies and/or changes in prior school years.

**Phase Two:** Survey, Research Trials and Intervention

Timeline: Concurrently with Phase 1, but no later than May 1, 2018 through March 31, 2019.

Description: Consistent with Exhibit A, subject to adjustment by the Expert, surveys will be given to students, teachers, and possibly administrators. Research trials will include Randomized Control Trials ("RCTs") which include modules given to teachers and students, one semester apart (during same school year). The initial session is typically done in October, second in February.

**Phase Three:** Data Collection, Analysis, Monitoring, Recommendations

Timeline: Estimated completion in June – December 2019

Description: Consistent with Exhibit A subject to adjustment by the Expert, following surveys, research trials, interviews conducted at the discretion of the Expert, and interventions, Expert will review relevant data, make recommendations for next steps and/or other programs. Expert expects to examine the outcome variables of:

- Academic/school records (e.g., changes in suspension rates, etc.)
- Psychometric scales (teacher & student perceptions) from interventions

**Phase Four:** Training, Implementation and Evaluation

Timeline: Estimated Completion December – February 2021

Depending on the Expert's recommendations, the District shall approve a training and implementation review processes schedule by February 1, 2019 for completion no later than the end of the 2020-21 school year. Training

recommendations may include the recommendation that other experts be retained for the training or evaluation component. The Parties agree Expert shall consider various logistical and contractual constraints, including the District's collective bargaining agreements with labor unions in making recommendations for staff training.

**C. Community Engagement**

1. District shall establish a "Community Engagement Forum Regarding Student Conduct and School Climate" ("Community Forum") through which the District shall report to the community regarding the progress and findings related to Expert's scope of work. The Community Forum will be independent from the District's Local Control Accountability Plan ("LCAP") process.

2. During the term of this Agreement, the Community Forum shall be held two (2) times per school year, but no later than January 30 and September 30 of each calendar year. The initial Community Forum shall be conducted no later than January 30, 2019.

3. The District shall facilitate the Community Forum, which shall be conducted through the Associate Superintendent of Education Services, in consultation with Expert. The District shall work with Expert to prepare the content to be covered for each Community Forum. The content shall include information regarding the status of Expert's scope of work, including Expert's findings and recommendations. At Expert's request, the Expert may participate in Community Forum(s).

4. Each Community Forum shall be open to the entire community to attend and participate. The District shall reserve a reasonable period of time at the conclusion of the District's formal presentation to receive input/comment from any all community members (parents, guardians and students).

5. The District shall provide interpretation services at the Community Forum. The District shall provide translated copies of reports and/or presentation materials at the Community Forum in Spanish and other languages as required by law.

6. At least two (2) weeks in advance of each scheduled Community Forum, the District shall provide notice of, and request advertisement of the Community Forum through District social media accounts, public service announcements and press releases to local English

and Spanish media providers, that include the date, time, and physical location. The public service announcements shall invite all community members (parents, guardians and students) to attend and participate in the forum and indicate that interpretation will be provided.

**D. Intervention Centers (Comprehensive High Schools)**

1. The District has established Intervention Centers at the Comprehensive High Schools.

2. Commencing May 15, 2018, and during the term of this Agreement, the District shall collect and provide the following information to Expert for each referral to an Intervention Center:

- a. Race or ethnicity.
- b. Gender.
- c. English Learner status or Fluent English Proficient status.
- d. Foster youth status and/or special needs status.
- e. Grounds for the referral.
- f. Total minutes per period and per day.
- g. Such other data or records that the Expert deems necessary.

3. The District shall ensure the regularly assigned staff to the Intervention Centers shall consist of a credentialed staff member and a social-emotional support provider (Student Assistant Specialists) trained in restorative practices or other practices recommended by the Expert subject to the limitations stated herein.

4. The District shall notify the student's parent/guardian of the student's referral and reason for the referral to the Intervention Center within 24 hours of the referral. To the extent that an Intervention Center referral falls within the definition of a teacher suspension or in-school suspension pursuant to Education Code Sections 48910 (c), 48911.1, and 48925(d), it will be reported to the California Department of Education (CDE) in accordance with the California Longitudinal Pupil Achievement Data System (CALPADS) Data Guide Version 9.2 and User Manual Version 8.5.

5. A student referred to the Intervention Center for an entire class period or greater shall have access to class assignments or comparable assignments. Intervention Center staff shall be available to provide instructional support to each student.

6. The Parties agree Expert's scope of work includes an evaluation, review, analysis, and recommendations to the District regarding the Intervention Center program based on an analysis of the data collected under this subsection.

**E. Notice of Alleged Non-Compliance, and Dispute Resolution**

1. If Claimants believe the District is not complying with a specific term of this Agreement, Claimants' representatives may send written notice to the District's representative within thirty (30) calendar days of the alleged non-compliance. The written notice shall include:

- A clear, concise statement explaining the specific term of this Agreement that has been violated, misinterpreted, or misapplied.
- A list of persons involved.
- Supporting documents, if any.
- A list of the specific action or actions which is/are believed would best remedy the violation, misinterpretation or misapplication.

2. Within ten (10) calendar days of receipt of the notice, the District shall confirm receipt of the notice in writing.

3. No later than thirty (30) calendar days after the District's written confirmation, Claimants' representatives and the District's representative shall engage in a meaningful consultation regarding the alleged non-compliance, in order to seek an agreed upon method to address the concerns raised and to establish a collaborative correction plan and reasonable timeline for implementation of the collaboration correction plan, if possible.

4. In the event the Claimants' representatives believe that the District has not cured the issues of non-compliance through the meet and confer process and the implementation of the collaboration correction plan, the Claimants' representatives may request mediation. The written request for mediation must be sent to the District's representative within ten (10) calendar days following either the completion of the meet and confer process or determined non-compliance of the collaboration correction plan.

5. The Parties agree to refer the issue of non-compliance to the Department of Fair Employment and Housing (DFEH) mediation services

pursuant to Government Code section 12931. The Parties agree to participate in the mediation process in good faith.

6. The Claimants' representatives may proceed to binding arbitration if the DFEH denies the request for mediation services; or if mediation is not successful, by sending written notice to the District of its desire to arbitrate the issue within ten (10) calendar days after the termination of the mediation process referenced above.

7. It is expressly understood that only an alleged violation, misinterpretation, or misapplication of a specific term of this Agreement is subject to binding arbitration.

8. Upon receipt of the notice, the District shall request a panel of arbitrators from the American Arbitration Association. The District and Claimants' representatives shall strike in turn until one name remains. The order of striking shall be determined by lot.

9. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

10. The decision of the arbitrator will be submitted to each Party's representative and will be final and binding upon both Parties to this Agreement.

11. All costs for the services of the arbitrator including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room or court reporter/recorder will be borne equally by the Parties. All other costs will be borne by the Party incurring them.

12. The decision of the arbitrator within the limits herein prescribed shall be final and binding on the Parties.

13. Time limits hereunder may be adjusted in any particular case only by mutual written agreement. The Parties will attempt in good faith to adjust time limit problems that occur as a result of the summer and winter recesses.



**F. Ratification by the District's Governing Board and Effective Date**

This Agreement shall be executed by the Parties as indicated below. This Agreement shall become binding and effective upon the execution by Claimants and District, and upon ratification by the District's Governing Board.

**G. No Admission of Liability**

It is understood and agreed that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by any Party.

**H. Release of Claims**

Claimants agree to accept said terms and conditions in this Agreement in full settlement and compromise of the issues, claims and allegations, and agree that same shall fully and forever discharge and release all claims and causes of action, appeal rights, or remedies, whether now known or now unknown, which Claimants have, or might have or could have asserted, against the District, its officials, employees, representatives or agents, arising out of the incidents which are the subject thereof including, but not limited to, alleged claims and violations under the United States Constitution, California Constitution, 42 U.S.C. § 1983, Government Code § 11135 et seq., Government Code §§ 6250, et seq., Title VI of the 1964 Civil Rights Act (42 U.S.C., § 2000(d) et seq.), 34 C.F.R. § 100.1 et seq., Code of Civil Procedure § 526a, Education Code §§ 200, 220, 48432.3, 48432.5, 48900 et seq., 48916, 48918, 51745 et seq., 52060 et seq., California Code of Regulations, title 5, §§ 11700 et seq., California Code of Regulations, title 22, §§ 98200 et seq., California Code of Regulations, title 2, §§ 11159 et seq., and any type of relief in relation to same including, but not limited to, equitable relief, injunctive relief, declaratory relief, writ relief, restitution, disgorgement, damages, attorneys' fees and costs. Claimants expressly acknowledge that this release is intended to include in its effect, without limitation, all claims that they do not know or suspect to exist in their favor and that this release contemplates the extinguishment of all such claims and causes of action that are or could be addressed as of the execution of this Agreement.

**I. Good Faith and Fair Dealing**

The Parties acknowledge and agree the District's intent of entering into this Agreement is to provide an opportunity to continue its commitment to addressing the student discipline issues raised by Claimants and are encompassed within this Agreement generally as well as specifically. The District's commitment is evidenced by dedicating significant time, effort and

funds toward addressing student discipline, alternative placements and equity. To this end, Claimants agree not to engage in any act or omission designed or intended to unfairly interfere with the District's activities described in the scope of work. Claimants acknowledge and agree that their collective or individual breach of this Agreement will result in damages to the District which may exceed any recovery an individual Claimant may have received as provided herein.

**J. Term of Agreement**

This Agreement shall be effective commencing on its effective date as described herein, and continuing through June 30, 2021 or upon Expert's determination that Phase Four, as referenced above has been completed, whichever occurs first.

**K. Attorneys' Fees & Costs**

The District shall pay Claimants attorneys' fees and costs in the total amount of One Hundred and Twenty Thousand Dollars (\$120,000). The District's payment of fees and costs as agreed to herein constitute a full and final settlement of any and all claims by Claimant for attorneys' fees and costs.

**L. Settlement Funds**

The District shall pay to Claimants the total sum of Fifty Thousand Dollars (\$50,000). Such funds shall be dispersed in consultation with Claimants' attorneys.

**M. Representation by Counsel**

Each of the Parties acknowledges and agrees that they have been represented by independent legal counsel of their own choice throughout the negotiation of this Agreement and that they are executing this Agreement having had sufficient opportunity to investigate the facts and obtain advice of such counsel.

**N. Voluntary Agreement**

Each Party affirms and acknowledges that she/he/it has read, fully appreciates, and understands the words, terms, and provisions of this Agreement, is entirely satisfied with the settlement described, and has duly executed this Agreement voluntarily and of her/his/its full free will and accord. Each Party had an opportunity to review and consult with their respective legal counsel on this matter.

**O. Ownership of Claims**

The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold each other harmless against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

**P. Entire Agreement**

This Agreement constitutes the entire agreement between Claimants and District. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

**Q. Amendments**

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

**R. Interpretation**

Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

**S. Other Documents**

The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purpose of this Agreement.

**T. Forum**

Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in Superior Court of the State of California, County of Stanislaus, subject to any transfer of venue under the law.

**U. Choice of Law**

This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

**V. Severability**

If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

**W. Warranty of Authority**

Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

**X. Binding Effect**

This Agreement is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.

**Y. Execution in Counterparts**

This Agreement may be executed in several counterparts and, subject to the requirements of the paragraph titled "Ratification by the District's Governing Board," shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signed copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

Dated: 5.15.18 Staci N Crosby  
Staci Crosby

Dated: 5.15.18 Aryanna K Davis  
Aryanna Davis

By: Staci N Crosby  
By: h  
Debbie Barrera

Dated: 5/15/18 Isaiah Piña  
Isaiah Piña

[signatures continued on next page]

Dated: 5/16/18 Patricia Scruggs  
Patricia Scruggs

Dated: 5/16/18 Giovanni Scruggs Hutcherson  
Giovanni Scruggs Hutcherson  
By: Patricia Scruggs

Dated: 5/15/18 Ricardo Blanco  
Ricardo Blanco

Dated: 5/15/2018 Cedric Wright  
Cedric Wright  
By: Julia Wright

Dated: 5/15/2018 Julia Wright  
Julia Wright

Dated: May 15, 2018 Mack Wilson  
Mack Wilson

Dated: 5/16/18 Gladys E. Williams  
Modesto-Stanislaus Branch of the NAACP  
By:

Dated: \_\_\_\_\_  
Advocates for Justice  
By:

Dated: \_\_\_\_\_  
Modesto City Schools  
By:

Dated: \_\_\_\_\_  
Chad Brown

Dated: \_\_\_\_\_  
Amy Neumann

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Dated: \_\_\_\_\_  
Patricia Scruggs

Dated: \_\_\_\_\_  
Giovanni Scruggs Hutcherson

Dated: \_\_\_\_\_  
Ricardo Blanco

Dated: \_\_\_\_\_  
Cedric Wright

Dated: \_\_\_\_\_  
Julia Wright

Dated: \_\_\_\_\_  
Mack Wilson

Dated: \_\_\_\_\_  
Cedric Wright

Dated: \_\_\_\_\_  
Modesto-Stanislaus Branch of the NAACP  
By:

Dated: 5/15/18 \_\_\_\_\_  
Jacque Wilson  
Advocates for Justice  
By: Jacque Wilson, Officer

Dated: \_\_\_\_\_  
Modesto City Schools  
By:

Dated: \_\_\_\_\_  
Chad Brown

Dated: \_\_\_\_\_  
Amy Neumann

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Dated: \_\_\_\_\_  
Patricia Scruggs

Dated: \_\_\_\_\_  
Giovanni Scruggs Hutcherson

Dated: \_\_\_\_\_  
Ricardo Blanco

Dated: \_\_\_\_\_  
Cedric Wright

Dated: \_\_\_\_\_  
Julia Wright

Dated: \_\_\_\_\_  
Mack Wilson

Dated: \_\_\_\_\_  
Cedric Wright

Dated: \_\_\_\_\_  
Modesto-Stanislaus Branch of the NAACP  
By:

Dated: 5/15/18 \_\_\_\_\_  
*Amy Wilson*  
Advocates for Justice  
By: Vice President

Dated: \_\_\_\_\_  
Modesto City Schools  
By:

Dated: \_\_\_\_\_  
Chad Brown

Dated: \_\_\_\_\_  
Amy Neumann

[signatures continued on next page]

Dated: \_\_\_\_\_  
Steven Grenbeaux

Dated: \_\_\_\_\_  
Cindy Marks

Dated: \_\_\_\_\_  
John Walker

Dated: \_\_\_\_\_  
Adolfo Lopez

Dated: \_\_\_\_\_  
Dr. Charlene G. West

Dated: \_\_\_\_\_  
Pamela Able

Dated: \_\_\_\_\_  
Virginia Johnson

Dated: \_\_\_\_\_  
Craig Rydquist



# EXHIBIT A

## Modesto City Schools – Detailed Timeline

### **Needed Point Persons**

- Need point person (PP1) at district to provide appropriate school records (e.g., discipline, grades, attendance) for past 3 – 5 years
- Need point person (PP2) at district to provide detailed policy briefs (e.g., discipline plans/initiatives, etc.) that have been implemented during the past 3 – 5 years
- Need point person (PP3) to confirm program plan is approved my district review/compliance board
- Need point person/facilitator (PP4) at each school to introduce teachers to procedures, to track teacher and student participation in online survey, and to follow up with teachers as needed for full participation.

### **Detailed Strategy Plan**

#### **• Archival Review (~May – August 2018)**

- **Collection Phase:** Work with appropriate point persons to provide relevant data and policy content in specified formats.
  - **Data Pull:** Need point person (PP1) at district to provide appropriate school records (e.g., discipline, grades, attendance) for past 3 – 5 years
  - **Policy Pull:** Need point person (PP2) at district to provide detailed policy briefs (e.g., discipline plans/initiatives, etc.) that have been implemented during the past 3 – 5 years
  - **Compliance Review Process:** Need point person (PP3) to confirm program plan is approved my district review/compliance board
- **Review Phase:** Review historic data and historical policies. To the extent possible analyze the efficacy – as marked in historic school outcomes – the introduction and implementation of previous policies.

#### **• Mindsets/Climates Assessment (~May – October 2018, depends on how soon the process starts before the conclusion of the 2017-2018 school year)**

- **District Leadership Interview Phase:** Introduce the program to district leaders and investigate district social climate from perspectives of district leaders (e.g., assistant superintendents).
  - Provide introduction to the project and overview of steps to be taken in coming years.
  - Conversation around leaders' experiences, attitudes, and feedback
- **School Leader Climate Assessment Phase:** Introduce school leadership to program via presentation of archival review and mindsets/climate assessment (above). Goal: Build excitement around what's possible and build ownership for what will happen.
  - Meeting/Presentation with all school leaders (e.g., head principals and assistant principals)
    - Introduce project to orient audience
    - Review archival data to get all school leaders on the same page

- School leaders complete an online assessment of their views of the social climate in their schools and their own mindsets around proper school management
  - Detail next step of plan – to assess the perspectives of teachers in the district
    - Provide instruction and scripts to introduce project to teachers and to provide them with link to online assessment
  - Analyze and review school leader climate assessment and implications for solutions phase
- **Teacher Climate Assessment Phase:** Assess teachers' mindsets (e.g., view of school social climate and student outcomes) and their perceptions of students' mindsets (e.g., expectations of fairness, motivation to excel)
- School leaders introduce the project to teachers at their schools and provide them with instructions for completion of online assessment.
  - Guided focus groups
    - With 4-8 teachers at school(s) with highest performance (by archival data on discipline and academic performance)
    - With 4-8 teachers at school(s) with lowest performance (by archival data on discipline and academic performance)
  - Analyze and review teacher climate assessment and implications for solutions phase

**Randomized Controlled Trial to test potential for “mindset” solutions (~August 2018 – October 2019)**

- **Framing:** We want to help teachers and school leaders find out what works best for students, both from teachers' and students' perspective.
- **Teacher and Student Experience Survey Phase (RCT):** Test efficacy of mindset treatment to protect the integrity of teacher-student relationships for students of color and ultimately to mitigate race disparities in school outcomes.
  - Need point person/facilitator (PP4) at each school to introduce teachers to procedures, to track teacher and student participation in online survey, and to follow up with teachers as needed for full participation.
    - Explain that we want to help teachers and school leaders find out what works best for students, both from teachers' and students' perspectives.
  - Timeline for implementation of testing program
    - **Mid-Fall (late August - late September 2018)**
      - *Parent Letters:* Schools send home parent information letters (provided) to inform parents that their children will complete a brief survey unless they opt-out.
      - *Teacher Session:* All math or science teachers complete online activities. (~45 minutes)
      - *Student Survey:* Administrators or teachers organize times for classes of students to complete an online survey designed to learn about their school experiences (~45 minutes)
      - *Teacher Session:* All math or science teachers complete online activities. (45 minutes)

- **Mid-Winter (late January-early February 2019)**
  - *Teacher survey:* All math or science teachers complete a follow-up survey (~40 minutes)
  - *Student survey:* Students complete a follow-up survey (~40 minutes)
  - *1<sup>st</sup> semester school records:* The school administration provides school records (e.g., discipline, grades) for first semester. This is how efficacy of the program will be determined.
- **Spring (June 2019)**
  - *2<sup>nd</sup> semester school records:* The school administration provides academic records (e.g., attendance, discipline, grades) for second semester.

## Modesto City Schools – Detailed Timeline

### **Needed Point Persons**

- Need point person (PP1) at district to provide appropriate school records (e.g., discipline, grades, attendance) for past 3 – 5 years
- Need point person (PP2) at district to provide detailed policy briefs (e.g., discipline plans/initiatives, etc.) that have been implemented during the past 3 – 5 years
- Need point person (PP3) to confirm program plan is approved by district review/compliance board
- Need point person/facilitator (PP4) at each school to introduce teachers to procedures, to track teacher and student participation in online survey, and to follow up with teachers as needed for full participation.

### **Detailed Strategy Plan**

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  - **Policy Pull:** Need point person (PP2) at district to provide detailed policy briefs (e.g., discipline plans/initiatives, etc.) that have been implemented during the past 3 – 5 years
  - **Compliance Review Process:** Need point person (PP3) to confirm program plan is approved by district review/compliance board
- **Review Phase:** Review historic data and historical policies. To the extent possible analyze the efficacy – as marked in historic school outcomes – the introduction and implementation of previous policies.

#### **• Mindsets/Climates Assessment (~May – October 2018, depends on how soon the process starts before the conclusion of the 2017-2018 school year)**

- **District Leadership Interview Phase:** Introduce the program to district leaders and investigate district social climate from perspectives of district leaders (e.g., assistant superintendents).
  - Provide introduction to the project and overview of steps to be taken in coming years.
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  - Meeting/Presentation with all school leaders (e.g., head principals and assistant principals)
    - Introduce project to orient audience
    - Review archival data to get all school leaders on the same page

- School leaders complete an online assessment of their views of the social climate in their schools and their own mindsets around proper school management
    - Detail next step of plan – to assess the perspectives of teachers in the district
      - Provide instruction and scripts to introduce project to teachers and to provide them with link to online assessment
  - Analyze and review school leader climate assessment and implications for solutions phase
- **Teacher Climate Assessment Phase:** Assess teachers' mindsets (e.g., view of school social climate and student outcomes) and their perceptions of students' mindsets (e.g., expectations of fairness, motivation to excel)
- School leaders introduce the project to teachers at their schools and provide them with instructions for completion of online assessment.
  - Guided focus groups
    - With 4-8 teachers at school(s) with highest performance (by archival data on discipline and academic performance)
    - With 4-8 teachers at school(s) with lowest performance (by archival data on discipline and academic performance)
  - Analyze and review teacher climate assessment and implications for solutions phase

**Randomized Controlled Trial to test potential for “mindset” solutions (~August 2018 – October 2019)**

- **Framing:** We want to help teachers and school leaders find out what works best for students, both from teachers' and students' perspective.
- **Teacher and Student Experience Survey Phase (RCT):** Test efficacy of mindset treatment to protect the integrity of teacher-student relationships for students of color and ultimately to mitigate race disparities in school outcomes.
  - Need point person/facilitator (PP4) at each school to introduce teachers to procedures, to track teacher and student participation in online survey, and to follow up with teachers as needed for full participation.
    - Explain that we want to help teachers and school leaders find out what works best for students, both from teachers' and students' perspectives.
  - Timeline for implementation of testing program
    - **Mid-Fall (late August - late September 2018)**
      - *Parent Letters:* Schools send home parent information letters (provided) to inform parents that their children will complete a brief survey unless they opt-out.
      - *Teacher Session:* All math or science teachers complete online activities. (~45 minutes)
      - *Student Survey:* Administrators or teachers organize times for classes of students to complete an online survey designed to learn about their school experiences (~45 minutes)
      - *Teacher Session:* All math or science teachers complete online activities. (45 minutes)

- **Mid-Winter (late January-early February 2019)**
  - *Teacher survey:* All math or science teachers complete a follow-up survey (~40 minutes)
  - *Student survey:* Students complete a follow-up survey (~40 minutes)
  - *1<sup>st</sup> semester school records:* The school administration provides school records (e.g., discipline, grades) for first semester. This is how efficacy of the program will be determined.
- **Spring (June 2019)**
  - *2<sup>nd</sup> semester school records:* The school administration provides academic records (e.g., attendance, discipline, grades) for second semester.