
An Evaluation of the Use of Restorative Practices to Reduce School Truancy and Suspensions

Request for Proposals



Issued by:

Michigan Supreme Court
State Court Administrative Office
Office of Dispute Resolution

RFP Effective Until May 13, 2016

An Evaluation of the Use of Restorative Practices to Reduce School Truancy and Suspensions

A. Background

Current educational research suggests that zero tolerance policies in schools contribute to high rates of suspension and that when students are repeatedly suspended, they are at substantially greater risk of leaving school altogether and entering the criminal justice system. This so called “school to prison pipeline” has been a key focus of education and justice system stakeholders in Michigan over the past five years, and has been the key focus of the School-Justice Partnership, a collaborative initiative of the Department of Health and Human Services and the Michigan Supreme Court.

In 2014, the Michigan Department of Education issued its “Policy on Reducing Student Suspensions and Expulsions,” which stated that one element contributing to a school’s success is:

“Restorative discipline practices and policies that are clear, fairly implemented, and oriented toward child/youth physical and mental health and personal and academic development rather than punishment and/or exclusion.”

Restorative practice (RP) tools such as group conferences and circles, based on recent research, appear to be helping schools resolve a wide range of discipline problems. The RP values of respect, accountability, and community-building are said to help educators create cohesive, supportive school environments that foster students' academic and social skill development. The tools are also said to boost students' long-term success by keeping them in school and out of the criminal justice system.

The State Court Administrative Office, through the legislatively created Community Dispute Resolution Program, provides grant funding to local nonprofit organizations that provide mediation services.¹ While most disputes resolved through the centers involve adults in court cases, approximately six centers provide RP services to schools to address either truancy or discipline issues. To date, no formal evaluation of RP services in a variety of schools across multiple counties has taken place. This evaluation is intended to determine whether the RP tools employed by CDRP centers are effective in keeping children in school, either through reducing truancy, or avoiding suspension.

B. Purpose of Evaluation

Restated, among other goals of providing RP services in schools, the two key goals of this evaluation are to reduce the number of days students are absent from school and to reduce the number of suspensions from school.

¹ Additional information about the Community Dispute Resolution Program can be found here: <http://courts.mi.gov/administration/scao/officesprograms/odr/pages/community-dispute-resolution-program.aspx>

The evaluation is intended to test whether providing RP services achieves these goals, and if so, to what extent.

Additional goals, e.g., improving communication and reducing problematic behaviors, are outlined below.

The evaluation should have at least two main components:

1. A process evaluation of participant satisfaction and awareness, and
2. An outcome assessment consisting of quantitative analyses of (a) pre-post survey data for students and parents/guardians participating in the RP process, and (b) students' school records data.

C. Evaluation Design and Process

The evaluation is envisioned as having three stages: first, to collaborate with the SCAO to design the evaluation methodology, including identifying the study's variables and evaluation sites; second, to consult with the CDRP centers and schools during the course of evaluation to ensure the integrity of the data and to observe service implementation; and third, to analyze the data and issue a report.

A study similar to that contemplated for Michigan, recently conducted in Minneapolis, identified five performance objectives that should guide the program evaluation design and that would be used to demonstrate success in reaching program goals:

1. Participants will report high levels of satisfaction with the RP process.

Data source: surveys of both parents and students

2. Compared to preprogram measured levels, students will report increased levels of positive communication with other students and possibly family members, increased levels of connection to school, and increased levels of problem-solving.

Data source: surveys of students

3. Compared to preprogram survey data, students will report reductions in their levels of problematic behavior at school (e.g., fighting, absences, tardiness, etc.).

Data source: self-report data from students and school records

4. Compared to the year of the incident for which students were recommended for suspension, participating students will exhibit improved student outcomes measured from school records (i.e., school attendance, academic achievement, and fewer behavior referrals) during the year after the incident.

Data source: school records²

² Adapted from, "Applying Restorative Practices to Minneapolis Public Schools Students Recommended for Possible Expulsion,"

Upon award of a contract, the SCAO expects to work with the evaluator to:

1. Identify a process for selecting between three and six current CDRP grant recipients providing RP services for inclusion in the study³.
2. Develop an evaluation process that takes into account an expansion of RP services into schools not already receiving RP services from the CDRP centers.
3. Identify and convene a team, consisting of CDRP center and school staff, to provide input on the evaluation design.
4. Engage with CDRP center staff to secure the agreement of school representatives to participate in the evaluation and to provide specified data in a timely manner.

D. Response Date

To be considered, the proposal must arrive at the SCAO, 925 West Ottawa, P.O. Box 30048, Lansing, MI 48909, on or before **May 13, 2016, at 5:00 p.m.** Bidders who mail proposals should allow adequate delivery time to ensure timely receipt of their proposals.

E. Inquiries

Questions that arise as a result of this RFP must be submitted in writing (e-mail is acceptable) to the SCAO. **All questions must be submitted on or before May 12, 2016**, to Michelle Hilliker at Hillikerm@courts.mi.gov or sent to:

Michelle Hilliker
Michigan Hall of Justice
925 West Ottawa
Lansing, MI 48933

F. Acceptance of Proposal Content

The contents of the proposal of the successful bidder may become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award. A template of a contract typically used by the SCAO is available upon request.

G. Economy of Preparation

Proposals should be prepared simply, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Barbara J. McMorris, University of Minnesota, 2013.

http://www.nursing.umn.edu/prod/groups/nurs/@pub/@nurs/documents/content/nurs_content_488712.pdf

³ Evaluation sites will be selected from the CDRP centers currently identified as providing RP services in Charlevoix, Ingham, Kent, Macomb, Muskegon, and Wayne Counties, and that have had executive directors in their position for at least two full academic years.

H. Oral Presentation

Bidders who submit a proposal may be required to make an oral presentation of their proposal to the SCAO. The presentation provides an opportunity for the bidder to clarify his/her proposal to ensure a thorough mutual understanding. If necessary, the SCAO will schedule the presentations.

I. Prime Contractor Responsibilities

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, the SCAO will consider the selected contractor to be the sole point-of-contact with regard to contractual matters, including payment of any and all charges resulting from any subcontract.

J. Independent Contractor Status

The selected contractor will act as an independent contractor in the performance of duties under the contract reached between the contractor and the SCAO. Accordingly, the selected contractor will be responsible for payment of all taxes, including federal, state, and local taxes, arising out of the selected contractor's activities in accordance with a contract, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance tax, and any other tax or business license fee as required.

Because the selected contractor is engaged in his/her own independent business, the contractor will not be eligible for, and will not participate in, such benefits as pension plans, health or other fringe benefit plans, holiday pay, sick pay, and vacation pay of the SCAO or the Supreme Court, or such other rights or provisions arising out of a contract of hire or employer/employee relationship as a result of a contract. No workers' compensation insurance will be obtained by the SCAO concerning the selected contractor.

K. Time Schedule for Beginning and Completing the Evaluation

Work on the program design will begin immediately upon award and signing of a contract, and conclude with an approved written evaluation report received by September 30, 2018.

L. Amendment to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all bidders.

M. Incurring Costs

The SCAO is not liable for any cost incurred by the prospective contractors prior to issuance of the contract.

N. Contract Payment Schedule

The SCAO will make payments to the selected contractor as negotiated in the written contract. Payment will be made contingent upon submission of timely and complete reports and satisfactory progress on the evaluation as outlined in the evaluation design and schedule of activities. Reimbursements will be made for invoices submitted by the bidder. Funding for this evaluation has been appropriated, however if funding is reduced by the Michigan State Legislature during the term of this contract, the State Court Administrative Office reserves the right to, unilaterally and without prior notice to the Provider, terminate the contract and reimburse the Provider the amount of expenses incurred up to the date of termination.

O. News Releases

News releases pertaining to this RFP on the service, study, or project to which it relates shall not be made without prior approval by the SCAO.

P. Data Responsibilities

Prior to accessing data through the SCAO, Community Dispute Resolution Program Centers, and/or Michigan school districts, the contractor must agree:

1. To keep all data confidential, subject to access by the SCAO.
2. That the data are at all times property of the SCAO, Community Dispute Resolution Centers, and/or Michigan school districts.
3. That if the contractor accesses the state's computer system, the contractor must comply with all safety and security protocols as set forth by the Michigan Department of Technology, Management, and Budget.
4. That the contractor must permit the SCAO to review the data, methodology used, and the purported results before they are made public.
5. That if the SCAO does not agree with the contractor's results, the SCAO has the option to provide a written disclaimer to all of the published results.
6. To obtain any necessary approvals, such as for human subjects research.

Q. Reporting

The contractor will be required to submit quarterly reports to the SCAO outlining accomplishments, problems encountered, and activities planned for the next quarter.

The final evaluation report is due **by September 30, 2018.**

R. Examples of Studies

Studies consulted in the preparation of this RFP include: (a) “Applying Restorative Practices to Minneapolis Public Schools Students Recommended for Possible Expulsion,” Barbara J. McMorris, University of Minnesota, 2013; and (b) School-Based Restorative Justice as an Alternative to Zero-Tolerance Policies: Lessons from West Oakland,” Thelton E. Henderson Center for Social Justice, University of California, 2010.

S. Selection Process

Each proposal will be evaluated by a SCAO Review Panel that will make a recommendation to the State Court Administrator for award of the contract. The State Court Administrator reserves the right to cancel the RFP process or reissue the RFP. The decision of the State Court Administrator with respect to the award of a contract or contracts is final and not subject to appeal or review.

T. Proposal Requirements

Proposals must be signed by an official authorized to bind the bidder and must be received at the State Court Administrative Office, P.O. Box 30048, 925 West Ottawa, Lansing, MI 48909, on or before 5:00 p.m. EST, **May 13, 2016**. Proposals received after this time will not be considered. Proposals should be addressed to:

Kristina Montemayor
State Court Administrative Office
Office of Dispute Resolution
P.O. Box 30048
Lansing, MI 48909

U. Proposal Contents

1. The cover letter should:
 - Indicate that the bidder is able to comply with all the tasks listed in the RFP.
 - State the location of the office from which the bidders will be working.
 - State that the person signing the letter is authorized to bind the bidder in a written contract with the SCAO.
 - State that the proposal will remain valid for at least 90 days after **May 13, 2016**.
2. Description of work
 - Submit a detailed explanation of how the bidder would design the evaluation variables and the evaluation methodology, conduct, and issue an evaluation report in the time afforded.
3. Bidder's experience
 - Submit a brief list of projects the bidder was or is the lead on that illustrate the bidder's ability to successfully engage in this project. Briefly describe each project

and any collaborating partners and name and contact information of project's contact person.

- Submit a summary of the evaluation experience of any individuals anticipated to participate in the evaluation.

4. Cost analysis

- Complete and submit the "Proposal Budget Worksheet" appearing below, itemizing each cost. Maximum allowed travel reimbursement rates appear in Appendix 1.
- Include a brief narrative description of the proposed costs.

Note: Indirect costs are not available to be paid under this project, however they may be included as matching funds in the budget worksheet.

5. Amount bid for project: Please state the total amount of the bid.

Note: The maximum fee to conduct the evaluation shall be no more than \$50,000. The amount bid will be the maximum paid.

- 6. Additional information and comments: Include any additional information or comments that the bidder would like to bring to the attention of the SCAO in support of its proposal.

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Proposal Budget Worksheet

Applicant: _____

Total amount requested for project from items listed in the first column.

Item	SCAO Funds	Match/In-Kind Funds⁴	Total
Personnel			
Consultant/Contractual			
Travel			
Other (specify)			
Total			

Please provide a brief narrative description of the above budget items.

⁴ If the bidder proposes to provide matching or in-kind funds, please note in here. Providing matching or in-kind funds is not a required condition of being awarded a contract.

Appendix 1

A. Travel

Effective January 1, 2016, the following maximum reimbursement rates are being used for travel authorized and reimbursed by the SCAO. Reimbursement will be made for actual expenses not exceeding these rates:

1. <u>Meals & Lodging</u>	<u>Maximum Rate</u>
Lodging (Actual supported by receipts)	\$75.00*
Breakfast	\$8.50**
Lunch	\$8.50**
Dinner	\$19.00**

Exceptions: Wayne County, Oakland County, Ann Arbor, and Holland.

Lodging (actual supported by receipts)	\$75.00*
Breakfast	\$10.25**
Lunch	\$10.25**
Dinner	\$24.25**

* Includes taxes

** Includes taxes and tips

Claims for individual meals should be based on the following time guidelines:

Breakfast--When travel commences PRIOR TO 6:00 a.m. and EXTENDS beyond 8:30 a.m.

Lunch--When travel commences PRIOR to 11:30 a.m. and EXTENDS beyond 2:00 p.m.

Dinner--When travel commences PRIOR to 6:30 p.m. and EXTENDS beyond 8:00 p.m.

Travel commences when the claimant begins travel from home or work station, and ends upon return to home or work station.

- Reimbursement for meals is allowable only when travel is required out of the city in which the claimant's work station is located and is within the time guidelines above.
- Claims for miscellaneous expenses such as parking, bridge tolls, etc., will be allowed only if the expense was necessary for the conduct of project business and must be supported by receipts.
- Reimbursement will not be made for alcoholic beverages.

2. Mileage

Mileage will be reimbursed based on rates published by the Supreme Court. The Supreme Court currently reimburses at \$.540 per mile.