

**Minnesota Department of Human Rights and
Independent School District No. 31
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights ("Department") and Independent School District No. 31, Bemidji ("District"). The Department and the District will be collectively referred to as the Parties.

WHEREAS, the Department enforces the Minnesota Human Rights Act (Act) and also addresses equity issues through education, conference, and conciliation. See Minn. Stat. § 363A.06.

WHEREAS, the Department initiated a statewide effort to address issues related to disparities in student discipline rates that exist in school districts and charter schools across Minnesota.

WHEREAS, the Department invited the District to participate in its statewide efforts to address student discipline disparities in Minnesota.

WHEREAS, disparities in student discipline rates is an issue of national concern, there is no consensus as to the root cause of any disparities that exist in student discipline rates within the District, within Minnesota, or across the United States, and there is no current consensus as to how best to address any disparities that may exist.

WHEREAS, the Department and District share mutual goals to ensure:

- Learning occurs in safe and supportive environments;
- Every student has an equal opportunity to fully participate in and to succeed in a quality education; and
- The District applies its student discipline policies and procedures in a consistent and non-discriminatory manner.

WHEREAS, the Department and District have a strong commitment to:

- Work together on behalf of all District students to ensure their success; and
- Collaborate and use their best efforts to improve student academic achievement by reducing the disparate suspension and expulsion outcomes for students from racial and ethnic minority communities and students with disabilities.

WHEREAS, the Department and District acknowledge that the overuse of exclusionary discipline can have serious, long term, and detrimental effects on student engagement and academic achievement.

WHEREAS, the Department and District recognize that there are many strategies that can be implemented to address any student discipline disparities that may exist within the District or any of its schools and that the District should have the ability to select the specific strategies it feels are best for its school community.

WHEREAS, the District already proactively implemented a number of steps in an effort to determine and address the root cause of any discipline disparities that may exist and is willing to partner with the Department as part of a statewide effort to further explore avenues to reduce instances in which student behaviors result in students being subject to exclusionary discipline.

WHEREAS, the Department has not received any kind of charge of discrimination regarding the District's discipline policies and procedures, has not conducted a formal investigation into the District's discipline policies and procedures, and has not made any findings as to the root cause of any discipline disparities that may exist within the District.

WHEREAS, the District expressly denies any allegation that any disparities that may exist with respect to student discipline imposed by the District are the result of discrimination or any other unlawful conduct.

WHEREAS, the District contends the Department does not have jurisdiction over disparate impact claims in education under the Act, and further contends that, even such jurisdiction exists, the District has legally valid and legitimate defenses to such a claim.

WHEREAS, the Department has jurisdiction to investigate claims of discrimination in education under the Act and contents its jurisdiction over disparate impact claims in education under the Act.

Therefore, the Department and District, collectively referred to as Parties, agree as follows:

1. The District is voluntarily entering into this Agreement because it is interested in being an active participant in the Department's statewide efforts to address disparities in student discipline and because this Agreement aligns with the District's interests in strengthening, promoting, and improving its existing anti-discrimination policies and procedures.

2. The District has developed and submitted to the Department a draft Educational Plan (Plan), which is attached as Exhibit A to this Agreement.

3. On or before October 1, 2018, the District will develop and submit a final Educational Plan (Plan) to the Department. An initial draft of the Plan is attached to this Agreement as Exhibit A and, if agreed to by both parties after October 15, 2018, the final Plan shall be incorporated into this Agreement as Exhibit B. The District will seek input from students, parents and teachers on a regular and ongoing basis concerning the plan identified as Exhibit B. The District will provide the Department with information on the District's engagement efforts and how input, if any, from stakeholders was or was not utilized.

4. The District will maintain discretion to determine how to undertake the efforts outlined in the Plan.

5. The District will submit reports according to the following schedule demonstrating its efforts to comply with the provisions of this Agreement:

February 1, 2019

September 1, 2019

February 1, 2020

September 1, 2020

February 1, 2021

September 1, 2021

6. At a minimum, each report will include the following information:

- a. The District's intended outcome for its plan;
- b. Specific steps the District took to comply with the requirements of Section 3;
- c. Metrics the District developed to measure the effectiveness of its Plan;
- d. Summary data, as defined in Minnesota Statutes section 13.02, subdivision 19, containing the following information: (1) the number of suspensions, exclusions, and expulsions at each school site during the reporting period; (2) a brief description of the reason for each suspension, exclusion, and expulsion; and (3) disaggregated data showing the breakdown of each disciplinary incident identified in the report by race, gender, and by disability status;
- e. Any changes implemented by the District in light of the data analysis required pursuant to Section 3.

7. The Department will identify any concerns with the District's semi-annual reports by no later than sixty (60) days after the report is submitted. If the Department contends that any of the District's actions are insufficient to satisfy the terms of this Agreement, it will do the following: (a) specifically identify any deficiencies in the District's compliance and provide specific examples of corrective action that the Department asserts would bring the District into compliance with this Agreement; (b) provide documentation that the Department's proposed corrective action has been accepted within the educational community as a measure that is reasonably likely to reduce disparities in student discipline, (c) give the District a reasonable amount of time to implement the corrective action recommended by the Department or to propose an alternative course of action, and (d) provide the District sufficient time to remedy the identified deficiencies. The Department will provide the District a reasonable opportunity to state and explain its position if the District disagrees with a deficiency identified by the Department.

8. The Department, in collaboration with MDE, School Districts and Charter Schools, will create a Diversion Committee during the 2017-2018 school year. The District will designate a representative or representatives to serve on the Diversion Committee.

9. The Diversion Committee will:

- a. Review and analyze aggregate suspension data of School Districts and Charter Schools;
- b. Review and analyze suspension practices of School Districts and Charter Schools;
- c. Develop legislative proposals that will have a positive impact on reducing suspensions and expulsions from racial and ethnic minority communities and students with disabilities. The District reserves the right to dissent or otherwise disassociate itself from the legislative proposals in its sole discretion; and
- d. Develop and create best practices for school boards, superintendents, discipline supervisors, principals, teachers, staff and discipline assessment teams on the issues identified within this Agreement.

10. The Diversion Committee will be comprised of the following subcommittees:

- a. DIRS – Create greater clarity for schools on the conduct schools should report to MDE;
- b. Corrective Action Strategies– Best practices for understanding, teaching, evaluating, and monitoring implementation of corrective action strategies;
- c. Implicit Bias – Best practices for understanding, teaching, evaluating, and monitoring implementation of implicit bias education; and

- d. Engagement – Best practices for ensuring student, teacher, and community involvement that leads to qualitative assessment.

11. The Diversion Committee will provide information and recommendations to the Department. Based on the information and recommendations made by the Diversion Committee, the Department will:

- a. Coordinate information collected from external stakeholders to drive toward community based solutions;
- b. In collaboration with MDE, publish technical guidance on best practices to reduce suspension and expulsion disparities for students from racial and ethnic minority communities and students with disabilities;
- c. Facilitate conversations with other government units to explore ways to eliminate duplication of services, barriers for families and students, and improve data sharing;
- d. Facilitate a legislative policy report;
- e. Provide technical assistance on civic engagement;
- f. Provide feedback to District on policies, efforts to reduce suspensions, and data analysis; and
- g. Use its best efforts to secure resources from the Minnesota legislature, private foundations, private businesses, and other governmental units, such as MDE, Minnesota Department of Human Services, Minnesota Department of Health, public housing agencies, and counties.

12. The Department will not bring a Commissioner's administrative charge for violations of the Act related to the suspension and expulsions decision made by the District prior to the execution of this Agreement. The Department will not bring a charge relating to the District's suspension and expulsion decisions based upon a disparate impact theory under the Act during the term of this Agreement. The obligations of this Paragraph survive the expiration of this Agreement as specified in Paragraph 20 and expire on September 2, 2022.

13. This Paragraph will not be construed to prohibit the Department from investigating charges of discrimination that are unrelated to the suspension and expulsion decisions made by the District or any charges the Department receives from third parties.

14. If the Department believes the District is in material breach of this Agreement, the Department will notify the District in writing and will identify the specific provisions of this Agreement the Department believes the District has breached. The Department will request a meeting with the Superintendent to resolve the outstanding issue. Notwithstanding Paragraph 12 of this Agreement, the Department shall only initiate

judicial proceedings to enforce this Agreement if the parties reach an impasse after negotiating in good faith for 30 days.

15. The Department agrees that the District's commitments outlined in this Agreement, if implemented consistent with the terms of this Agreement, are reasonably calculated to address any discipline disparities that may exist within the District.

16. The Parties acknowledge that the release of information concerning this matter is governed by the Federal Education Rights and Privacy Act, 20. U.S.C., 1232g, the Minnesota Human Rights Act. Stat. § 363A.01 et seq., the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq., and the Official Records Act, Minn. Stat. § 15.17, as well as the rules and regulations associated with these laws. The Department may seek educational data under Minn. Stat. § 363A.06, Subd. 1(a)(9) pursuant to a lawfully issued subpoena and the Department acknowledges the student's or parent's rights to challenge the requested release of educational data. The Department agrees that any personally identifiable educational data received from the District will not be re-released unless ordered by a Court of competent jurisdiction. The Department agrees to maintain any educational data received from the District in a secure manner with restricted internal Department access to such educational data. Nothing in this Agreement shall impair or restrict the District's ability to bring an action to quash the subpoena or otherwise seek protective action with respect to the subpoena.

17. The Parties agree that the Department may make public: (a) the terms of this Agreement pursuant to Minn. Stat. § 363A.06, subd. 4 and (b) the information identified as public data in Minn. Stat. § 363A.35.

18. If a Court of competent jurisdiction, for any reason, holds any part of this Agreement invalid, unlawful or otherwise unenforceable, such decision shall not affect the validity of any other part of the Agreement. In the event any portion of this Agreement is declared invalid, the Parties will meet within 15 days of the declaration and engage in good faith negotiations to determine if they should modify or terminate the Agreement.

19. This Agreement is not to be construed as an admission of liability or wrongdoing by or on behalf of the District or any other party identified in interest with the District. The Department has not made a probable cause discrimination finding against the District that it has in any way or manner violated the Act.

20. This Agreement begins on the date it is signed by both Parties and ends on September 1, 2021.

21. The parties to this Agreement acknowledge that they have read and have gained an understanding of the terms of this Agreement, that legal counsel has represented them or they had the opportunity to retain legal counsel, and they are voluntarily entering into this Agreement.

22. This Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. In addition, any party shall be entitled to rely on an electronic copy of a signature as if it were the original. The parties have caused this Agreement to be signed on the dates opposite their signatures. This Agreement and Attachment A shall be effective only upon its approval by the District's School Board.

23. Minnesota law will govern the construction and interpretation of this Agreement. No rule of strict construction shall apply against either Party as both Parties equally drafted the Agreement. Parties agree that any action regarding interpretation or adherence to the terms of Agreement shall be filed in Ramsey County district court.

24. Nothing within this Agreement prevents the Department from periodically requesting information from the District concerning all of its suspension and expulsion decisions to ensure that the District has correctly identified the suspension and expulsion decisions subject to this Agreement.

6/22/18
Date

Carol L. Johnson
Carol L. Johnson, School Board Chair
Independent School District No. 31

6-27-18
Date

James Hess
James Hess, Superintendent
Independent School District No. 31

6/21/18
Date

Kevin Lindsey
Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Bemidji School District
DRAFT Disciplinary Improvement Plan-2018-2021

Outcome: Working collaboratively with staff, parents, and the wider community, the District will reduce the number of disciplinary actions resulting in suspension/expulsion. The District will particularly focus on subjective incidents which include: attendance, bullying, cyber bullying, harassment, disruptive/disorderly conduct/insubordination, threat/intimidation and other.

Action Step (specific actions which will be taken to achieve the Action Outcome)	Who is responsible?	Timeline & measures of achievement identified	Resources/ Supports required	Obstacles to overcome and/or Assistance required
Update and review the Code of Conduct. Identify the areas of focus as identified in the report from MDHR and from the administrative review team.	Task force/ Code of Conduct Committee	March 28th at 7:30 AM, April 3rd at 7:00 AM, Additional meetings may be scheduled. The Code of Conduct Policy will be brought to the school board for first hearing on June 18th.	Model Codes of Conduct including: MI, Buffalo PS, and Baltimore City PS.	Past practice, consistency of coding systems required for longitudinal data, additional resources required to implement desired practices (such as Restorative Justice Practices).
Review data with respect the origin of the disciplinary referrals considering: staff members making the referrals, time of day of referrals, location of the incidents, and which students are being referred, and number of incidents per student. We want to know what we can do better to ensure student success.	Task Force, Principals, Building Data Review Teams	Continually look at this data throughout the year; focusing on it March - June. We should be able to draw conclusions by data retreat in August.	Skyward Viewpoint DIRS reporting MDE reports	Access to the data, common time to get the teams together, lots of data to consider, Delete student identifiable information.
Review fidelity of practice.	Principals, Assistant Principals, Deans of Student, Cabinet	Monthly the Leadership Team will review at least one DIRS description of	Data fidelity of practice review process/form.	Other priorities, time, changes in administrators.

<p>Use of actual discipline suspensions/expulsions to develop consistency. (Inter-rater reliability)</p>		<p>an incident and strive to develop consistency. This will happen at each Leadership meeting from now until at least May of 2020. Take this information back to staff in buildings.</p>		<p>Time for professional development.</p>
<p>Develop action plans in regards to use of best practice which could include any of the following:</p> <ul style="list-style-type: none"> ● *Restorative Justice - train middle and high school leadership summer of 2018 ● *Responsive Classrooms -Expand to 6th grade teachers ● *ACES - Adverse Childhood Experience Training - multiple trainings offered already and additional to come. ● Positive Behavior Intervention and Support ● Safe and Responsive Schools ● Professional Development and Support for Teachers ● Clearly Define the Role of School Resource Officers to not participate in discipline decision making process. ● Objective Threat Assessment ● Community Service Programs ● Community-School Partnerships ● Substance Abuse Interventions ● Alternative Schools 	<p>Principals, Assistant Principals, and Deans of Student at MS and HS</p> <p>BMS principal and Responsive classroom trainer</p> <p>Task Force, Principals, Assistant Principals, Cabinet, Outside agencies, building leaders, teachers</p>	<p>Summer of 2018</p> <p>Summer of 2018, schedule 4 day training</p> <p>Prioritize strategies by September of 2018 and provide professional development regarding strategies which will be implemented.</p>	<p>Professional Development Dollars, MDE training</p> <p>Professional Development Dollars for training and teacher stipends</p> <p>It will take time, professional development, financial support, and commitment to implement any of these strategies.</p> <p>Model needs assessment mentioned at the meeting with MDE on January 30th. (We haven't seen it yet.)</p>	<p>Administrators not contracted to work these days during the summer months</p> <p>Availability of staff during summer vacation</p> <p>We won't be able to do all of these strategies at once. We must prioritize and use the strategies which will integrate for the long term into our schools.</p> <p>Model needs assessment from MDE.</p> <p>Staff Development</p> <p>Money</p>

<ul style="list-style-type: none"> • Policies Reducing the Use of Suspension as a Discipline Tool • Other ideas to be added. 				<p>Staff on summer vacations and unable to attend trainings.</p>
<p>Develop self-study/reflection of practices to determine effect of the actions we take.</p> <ul style="list-style-type: none"> • We will conduct a survey of attitudes toward school district policies and practices 	<p>Sub-committee of Task Force</p> <p>District Office</p>	<p>April-September of 2018. Areas of Focus will be prioritized by the end of September, 2018.</p> <p>Spring of 2019</p>	<p>Skyward Viewpoint DIRS reporting MDE reports Survey vehicle Survey results Test pilot the survey with representative sample of parents and staff</p>	<p>Access to the data, common time to get the teams together, lots of data to consider, delete student identifiable information, and limited internet connectivity for homes due to low social-economic conditions.</p>
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