

**Minnesota Department of Human Rights and
Independent School District No. 286
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights (“Department”) and Independent School District No. 286, Brooklyn Center (“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 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 unnecessary use 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 and has not made a probable cause finding of discrimination in with respect to 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.

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. 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 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 obtain input from students, parents, and teachers to obtain qualitative data on a regular and on-going basis concerning the plan identified in Exhibits A & B and will provide the Department with information on the District's engagement efforts and how the District utilized input from stakeholders.
3. The District will maintain discretion to determine how to undertake the efforts outlined in the Plan.

4. The District will submit semi-annual reports to the Department demonstrating its efforts to comply with the provisions of this Agreement and to implement its Plan. The District will provide semi-annual reports by September 1 of each year, and the second semi-annual report by February 1. Each report will address activity for the preceding six months. The first semi-annual report is due to the Department on September 1, 2018.

5. At a minimum, the annual report will include the following information:

- a. The intended outcomes;
- b. Specific steps the District took to comply with the requirements of Section 3;
- c. Metrics the District developed to measure the effectiveness of Section 3;
- 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 and by disability status;
- e. Any changes implemented by the District in light of the data analysis required pursuant to Section 3.

6. 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 which are subject to this Agreement. Such disclosure requests are subject to state and federal data practices laws.

7. The Parties acknowledge that the release of information concerning this matter is governed by the Federal Educational Rights and Privacy Act, 20 U.S.C. 1232g, the Minnesota Human Rights Act, Minn. Stat. §§ 363A et. seq., the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.03 et. seq., and the Official Records Act, Minn. Stat. §§ 15.17 et. seq. 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. The District acknowledges the Department's right to 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 right to challenge the requested release of educational data.

8. The Department will identify any concerns with the District's reports no later than sixty (60) days after the Department receives the report from the District. The Department will (a) identify deficiencies with the submission provided by the District; (b)

identify how the District can address the deficiencies; (c) give the District an opportunity to propose solutions; and (d) provide the District sufficient time to remedy the identified deficiencies.

9. 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.

10. 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;
- 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.

11. 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.

12. 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.
13. The Department will not bring a Commissioner's administrative charge for violations of the Act related to the suspension and expulsion decisions the District made prior to the execution of this Agreement. 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.
14. The Parties acknowledge that the release of information concerning this matter is governed by the Act, the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.03 *et seq.*, and the Official Records Act, Minn. Stat. §§ 15.17 *et seq.*
15. 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.
16. 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.
17. 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.
18. This Agreement begins on the date that the parties execute it and ends on September 1, 2021.
19. 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.

20. 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.

21. 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. The Parties agree that any action regarding interpretation or adherence to the terms of Agreement shall be filed in Ramsey County district court.

22. This Agreement and Exhibits A & B shall be effective only upon its approval by the District's School Board.

5/29/18
Date

Ruthie M. Dallas
Ruthie Dallas, School Board Chair
Independent School District No. 286

5/15/18
Date

Carly Baker
Carly Baker, Superintendent
Independent School District No. 286

5/30/18
Date

Kevin Lindsey
Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Exhibit A

Suspension and Expulsion Reduction Plan

ISD#286 Brooklyn Center School District

Draft, April 2018

Purpose: To eliminate racial predictability and decrease disproportionality in discipline for students of color and students with disabilities by significantly reducing the number of suspensions and expulsions in the district.

School Board

The School Board will:

- Provide the Superintendent and school personnel with adequate resources and support to implement the district's discipline policy and corrective action strategies with fidelity.
- Provide at least two opportunities a year on its meeting agenda for parents and students to contribute feedback and input concerning the district's discipline policy and the implementation of the policy by school personnel.
- Issue a moratorium on suspensions of all students in kindergarten through grade 2.

Superintendent

The Superintendent will:

- Provide sufficient oversight of district suspension and expulsion decisions through monthly data scorecard review with Cabinet leaders.
- Provide sufficient leadership of district suspension and expulsion decisions through weekly principal check-in meetings.
- Review all district discipline policies with principals to connect policy with procedural application for consistent implementation at schools.
- Provide training for principals, assistant principals and deans on the *Protocol for Suspension Decision Making* identifying specific action steps to follow for both general education and students receiving special education services.
- Offer meaningful opportunities for parents and students to provide feedback and input concerning the district's discipline policy and the implementation of the policy by school personnel.
- Hold district leaders accountable for the education and interruption of implicit bias in their departments and schools as outlined in the district's Strategic Plan.
- Take all necessary steps to ensure district maintenance of all relevant MDHR Agreement documents including, but not limited to, documents within the

Agreement, DIRS data submission to MDE, relied upon by the district to conduct analysis of policies and practices identified within this agreement, or created by the district to fulfill an obligation or provide a recommendation as indicated within this agreement.

- Submit semi-annual reports by September 1 and February 1 of each year including all required information as identified within the Agreement.

Principals

The Principals will:

- Establish, define, teach and practice three to five positively stated school-wide behavioral expectations that are representative of the local community and cultures.
- Provide sufficient leadership of school suspension decisions through weekly administrative team meetings to review of suspensions/behavior referral data. Data will be disaggregated by race, culture, gender, disability and FRP. Analysis will examine patterns of time, frequency, duration, and antecedents and will involve root cause analysis for action planning.
- Ensure school personnel receive training in Positive Behavioral Intervention Supports (PBIS) at the elementary level and in Restorative Practices at the secondary level.
- Provide continued training, support, coaching and monitoring of strategies for Culturally and Linguistically Responsive (CLR) pedagogy and implicit bias.
- Ensure completion of the SAEBRS (Social, Academic, and Emotional Behavior Risk Screener) by all classroom teachers for every child in October, and that evidence based interventions are implemented with fidelity for students identified as needing additional behavioral supports.
- Ensure the Professional Learning Community (PLC) Inquiry and Action Cycle, which includes an academic and behavioral Problem Solving Process for identifying, monitoring and documenting interventions, is implemented with fidelity.
- Review school practices that may lead to disparate outcomes in suspensions and implement site operational procedures that are developmentally responsive, clear, consistent, explicitly taught and practiced.
- Offer meaningful opportunities for parents and students to provide feedback and input concerning the district's discipline policy and the implementation of the policy by school personnel as outlined in the district family engagement plan.
- Ensure completion of a student engagement survey to assess the effectiveness of the district strategies that seek to increase engagement of students of color and students with disabilities in

school activities, and then use this information to identify and implement strategies that will increase engagement of students of color and students with disabilities in school activities.

Staff

- Offer meaningful opportunities for staff to provide feedback and input concerning the district's discipline policy and the implementation of the policy by school personnel as outlined in the district family engagement plan.

(What else do you see as Staff's role? Beyond the admin team?)

Students

- Offer meaningful opportunities for students to provide feedback and input concerning the district's discipline policy and the implementation of the policy by school personnel as outlined in the district family engagement plan.

(How else do you see students having input and thus increasing their buy-in?)

Civic Engagement: Families and the Larger Community

- * Offer meaningful opportunities for parents and the larger community to provide feedback and input concerning the district's discipline policy and the implementation of the policy by school personnel as outlined in the district family engagement plan.

(How else do you see parents and the BC larger community as having input and thus increasing their buy-in and support for the district and your efforts?)