

**Minnesota Department of Human Rights and
Independent School District No. 273
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights ("Department") and Independent School District No. 273, Edina ("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 attempts to address 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, the Parties acknowledge that disparities in student discipline rates is an issue of national concern, there is no consensus as to the underlying 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 to completely eliminate any disparities that may exist.

WHEREAS, the Parties acknowledge the commitments outlined in this Agreement and the District's Plan are reasonably calculated to address any discipline disparities that may exist within the District.

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 with respect to 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 if 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 contends that it has 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 Parties acknowledge that the Minnesota Legislature broadly defines by statute the grounds upon which a student may be suspended, expelled, or excluded from school. The Department recognizes that it lacks authority to require the District to refrain from suspending, expelling, or excluding a student based upon the grounds articulated in Minnesota's Pupil Fair Dismissal Act in the absence of a violation of the Minnesota Human Rights Act. The District recognizes the Minnesota Human Rights Act prohibits the District from suspending, expelling, or excluding a student from school based on a student's protected class status. The Department acknowledges its review of the District's discipline data did not originate from any claims of differential treatments in a student discipline matter.
2. 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.
3. On or before September 30, 2018, the District will develop and submit a Strategic Plan ("Plan") to the Department. An initial draft of the Plan is attached to this Agreement as Appendix A. The Plan, once finalized by the District and approved by the Department, shall be

incorporated into this Agreement as Appendix B. At a minimum, the Plan will include the District's intended outcomes for the following:

- a. The Plan will focus on student conduct that the District would report to MDE in the Discipline Incident Reporting System, as well as identify the role and responsibilities of the Board, Superintendent, Principals, and other relevant individuals to ensure discipline is properly implemented as identified within the Plan.
 - b. The Plan will outline a system of the District's choosing for tracking office referrals, suspensions, including in-school suspensions, expulsions, and exclusions at each school site. The tracking system will include the reason for each office referral, suspension, expulsion, or exclusion, the name of the individual who imposed the discipline, and the name, grade, race, and disability status of the student. The District will appoint an administrator to review data entered into the system at least twice a year in order to identify building-wide and District-wide trends related to student discipline and to make recommendations for responding to trends revealed in the data analysis.
 - c. The District will seek input from students, parents, and teachers concerning the Plan and will provide the Department with information on the District's engagement efforts and how input from students, parents, and teachers, if any, was or was not utilized. The District will hold at least two parent and community meetings before or during the first month of each school year that will provide an overview of the District's student discipline policies and procedures and will provide an opportunity for parents and community members to provide written feedback regarding student discipline issues. The District will review feedback from these meetings and, in its discretion, decide what action, if any, should be taken based on the feedback.
 - d. The District will reiterate to all students, parents, employees, and School Resource Officers that School Resource Officers are not involved in recommending or determining student discipline or in investigating incidents of student discipline that do not involve a crime, except that a School Resource Officer that is a witness to alleged misconduct or otherwise has information related to alleged misconduct may be a witness in an investigation or hearing related to the incident.
 - e. The Department may provide feedback to the District on the Plan, but the District maintains discretion to determine the final elements of, as well as how to implement, the Plan.
 - f. The District may seek to revise the Plan in future years, and will submit any revised elements of the Plan to the Department for feedback prior to implementation.
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 February 1 of each year, and the second semi-annual report by July 1. Each report will address activity for the preceding six months. The first semi-annual report is due to the Department on February 1, 2019.

5. At a minimum, the reports will include the following information:
 - a. Specific steps the District took to comply with the requirements of its Plan and whether the District achieved its intended outcomes for its Plan;
 - b. 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;
 - c. Any changes implemented by the District in light of the data analysis included in the plan.
 - d. Metrics the District developed to measure the effectiveness of the strategy.
6. The Department will identify any concerns with the District's reports no later than sixty (60) days after the report is received by the Department. The Department will: (a) identify deficiencies with the report provided by the District, (b) propose solutions to address the deficiencies, (c) allow the District an opportunity to respond to the alleged deficiencies or proposed solutions, (d) respond to the adequacy of the District's response and any proposed solutions, and (e) provide the District sufficient time to remedy the Department's identified deficiencies. The Department's failure to provide a timely response to the District's report will be deemed acceptance of the report by the Department.
7. 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.
8. 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.
9. 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.

10. 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.

11. The Department will not bring a Commissioner’s administrative charge for alleged violations of the Act related to the suspension and expulsion decisions made by the District prior to the execution of this Agreement. The Department will not file or initiate an investigation or charge relating to the District’s suspension and expulsion decisions based upon a disparate impact or disparate treatment theory under the Act during the term of this Agreement. The Department and District agree to work together to resolve any questions, or concerns the Department may have related to reported discipline data, subject to student privacy rights. 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 that the Department receives from third parties. The obligations of this paragraph survive the expiration of this Agreement contained in Paragraph 17 and expire on September 2, 2022.

12. 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.*

13. 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.

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 is breaching. The Department will request a meeting with the Superintendent to resolve the outstanding issue. Notwithstanding section no. 11 of this Agreement, if the parties reach an impasse after negotiating in good faith for 30 days, the Parties agree the Department may initiate judicial proceedings to enforce this Agreement or initiate a Commissioner's charge of discrimination.

15. 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.

16. 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.

17. This Agreement begins on the date that both Parties execute it and automatically ends on September 1, 2021.

18. 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.

19. 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 shall be effective only upon its approval by the District's School Board

20. 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 the interpretation or adherence to the terms of Agreement shall be filed in Ramsey County district court.

8-13-18

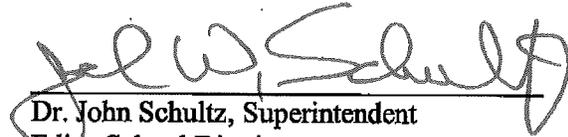
Date



Leny Wallen-Friedman, School Board Chair
Edina School District

8-13-18

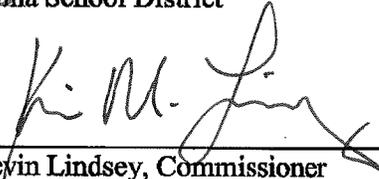
Date



Dr. John Schultz, Superintendent
Edina School District

8/14/18

Date



Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Edina Public Schools
Response to Student Behavior Strategic Plan

EXHIBIT A

We believe that keeping students in the learning environment is essential to ensuring their readiness to thrive and to achieve their full potential. Thus, the Edina Public Schools (EPS) will ensure a district-wide system of student behavior support that:

- is culturally responsive;
- is proactive in developing positive behavioral support protocols; and,
- minimizes the use of exclusion in response to student behavior

To that end, the District will put the following strategies in place:

SCHOOL BOARD
<ol style="list-style-type: none">1. Review and update School Board policies relevant to student behavior by January 15.2. Affirm its commitment to provide the Superintendent and school personnel with adequate resources to implement the district's student behavior policy with fidelity.

SUPERINTENDENT AND DESIGNEE(S)
<ol style="list-style-type: none">1. Designate a representative(s) to serve on the MDHR Diversion Committee.2. Provide oversight and leadership of the district's response to student behavior decisions through partnership with school and community stakeholders.3. Facilitate two or more community information sessions regarding EPS response to student behavior by October 1 of each year.4. Establish and promote on-going opportunities for stakeholder feedback regarding the EPS student behavior policy and implementation by school personnel.5. On a monthly basis, review student behavior data and decisions and establish leadership protocols.6. Establish and provide leadership to the EPS Student Behavior Team that will, by November 1, 2018:<ol style="list-style-type: none">a. Analyze current discipline data and identify strategies for reducing exclusionary practice, if warranted;b. Articulate specific data needs and collection protocols to inform continuous improvement efforts;c. Develop a plan for the consideration of a district-wide, comprehensive restorative justice-based response to student behavior model;

- d. Construct a professional development plan to reduce exclusionary practice, examples of which include training in restorative justice, implicit bias, cultural competence, trauma informed schools, conflict resolution, de-escalation techniques, etc.; and,
 - e. Revise the EPS Student Rights and Responsibilities Handbook to reflect appropriate changes in response to student behavior.
7. Collaborate with MDE to maximize their technical assistance and student behavior-related resources.
 8. Ensure information systems, and related training, necessary for compiling, analyzing, and reporting detailed student behavior data at the district and State level.
 9. Submit a semi-annual Student Behavior Report to the MDHR, to include year-to-date response to student behavior data and a narrative overview of plan implementation/outcomes to date. The reporting timeline will align with the EPS academic calendar; the first report will be submitted by February 15 and shall address activity August – January and the second report, submitted by July 15, will address activity February – June.

SCHOOL/SITE LEADERSHIP

1. Establish and facilitate a team, consistent with District Policy, to consider potential reductions in exclusions in response to student behavior. The building-level Student Behavior Team will:
 - a. Be representative of the site/school community and inclusive of all stakeholders (students, staff, and parents)
 - b. Actively seek input from all stakeholder groups as the school considers the implementation of a restorative justice-based model of response to student behavior;
 - c. Develop and utilize a data-driven continuous improvement process to evaluate consistent use of fidelity measures;
 - d. Review and analyze student exclusion decisions on a monthly basis; and,
 - e. Ensure response to student behavior expectations and protocols are reviewed regularly with staff, to include the review of historical and current data.
2. If approved, implement a restorative justice model of response to student behavior strategic plan with fidelity, to include explicit teaching of school-wide expectations and response to student behavior.
3. Articulate and implement a professional development plan to ensure all staff participate in training to attempt to reduce exclusionary practices in response to student behavior.

4. Establish building level protocols for documenting student behavior with fidelity and in alignment with district and State level expectations.

School Resource Officers (SROs)

Consistent with existing practices and the contracts between the District and the City of Edina, the District affirms the following as it applies to the student disciplinary process:

1. EPS will ensure that all contracts with local law enforcements agencies explicitly provide that SROs shall not recommend, determine, or provide input on school response to student behavior.
2. EPS will only use SROs for safety, crisis management, and investigation of criminal complaints.
3. EPS will not request SROs to respond to any situation that district personnel can adequately handle. Incidents such as disorderly conduct, bullying, cyber-bullying, disruption of school assembly or activities, profanity, dress code, and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials unless the SRO is necessary to protect the physical safety of students, school personnel, or the public.
4. EPS will provide explicit training to all school personnel regarding the appropriate role of the SRO and the circumstances under which school personnel may request assistance or make a report to the SRO. Training will emphasize that school personnel are not to refer students to law enforcement because of conduct in the classroom unless the physical safety of students, school personnel, or the public is jeopardized.
5. EPS will invite all SROs to participate in district facilitated student behavior-related professional development.