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**Minnesota Department of Human Rights and
Independent School District No. 2165
Agreement**

MN DEPT OF HUMAN RIGHTS

This Agreement is entered into by and between the Minnesota Department of Human Rights ("Department") and Independent School District No. 2165, Hinckley-Finlayson ("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 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 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 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 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 an Educational Plan (Plan), which is attached as Exhibit A to this Agreement. The District will seek input from students, parents and teachers concerning the plan identified in Exhibit A 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.

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

4. 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

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

- a. The District's intended outcomes for its Plan;
- b. Specific steps the District took to comply with the requirements of the Plan;
- c. 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;
- d. Any changes implemented by the District in light of the data analysis required pursuant to the Plan.

7. 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) allow the District an opportunity to propose solutions; and (d) provide the District sufficient time to remedy the identified deficiencies. The Department's failure to provide a timely response to the District's report will be deemed acceptance of the annual report 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:
 - e. DIRS – Create greater clarity for schools on the conduct schools should report to MDE;
 - f. Corrective Action Strategies– Best practices for understanding, teaching, evaluating, and monitoring implementation of corrective action strategies;
 - g. Implicit Bias – Best practices for understanding, teaching, evaluating, and monitoring implementation of implicit bias education; and
 - h. 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:
 - i. Coordinate information collected from external stakeholders to drive toward community based solutions;
 - j. 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;
 - k. Facilitate conversations with other government units to explore ways to eliminate duplication of services, barriers for families and students, and improve data sharing;

- l. Facilitate a legislative policy report;
 - m. Provide technical assistance on civic engagement;
 - n. Provide feedback to District on policies, efforts to reduce suspensions, and data analysis; and
 - o. 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 violation 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 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 19 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.
14. The Department agrees that the District 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.
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. 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.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 right 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. 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.

18. 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.

19. This Agreement begins on the date that both the parties execute it and automatically expires on September 1, 2021.

20. If either Party believes that the other is in material breach of this Agreement, that Party will notify the other in writing and will identify the specific provisions of this Agreement the Party believes have been breached. The party will request a meeting with the other to resolve the outstanding issue. Notwithstanding Paragraph 12 of this Agreement, the Party shall only initiate judicial proceedings to enforce this Agreement if the Parties reach an impasse after negotiating in good faith for thirty (30) days.

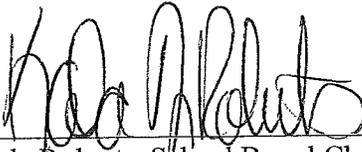
21. The parties to this Agreement acknowledge that they have read and have gained an understanding of the terms of this Agreement, that legal counsel has represented them or they had the opportunity to retain legal counsel, and they are voluntarily entering into this Agreement.

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.

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

24. This Agreement and Attachment A shall be effective only upon its approval by the District's School Board.

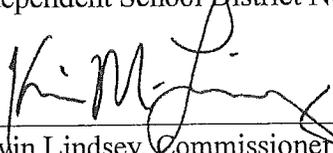
7/9/18
Date


Kala Roberts, School Board Chair
Independent School District No. 2165

7-9-18
Date


Rob Prater, Superintendent
Independent School District No. 2165

7/16/18
Date


Kewin Lindsey, Commissioner
Minnesota Department of Human Rights

Strategy	Timeline		Staff Involved	What is the Indicator for success with this strategy?	How often does it need to be reviewed to show if it is getting the outcomes you expect?
Alternative to suspension Program- New Direction	on-going	New Direction is a joint program with Hinckley-Finlayson, East Central, Willow River, and Pine City Schools. This allows students to attend school, participate in restorative practices and focus on how behavioral impacts on the community. Students receive all services from transportation, food service, recreation, academics, and socialization with peers. New Direction is staff by a social worker and individualized to accommodate all student needs. All discipline, including suspensions and expulsions will be a standing item on the staff development, district administration, and World's Best Workforce committee meetings. Policy, training, and practice recommendations will be recommended to school board when feasible.	HS Principal, New Direction Staff, HS Dean	Overall reduction in out of school suspensions or articulation to community as to why there is no reduction	semi-annually
District level committees address discipline regularly	Begin immediately-	This team will meet quarterly to discuss any student issues within county. Pine County, Millie Laas Band of Ojibwe all serve on committee.	Committee members Superintendent is District representative on PCCC	Recommendations moving forward to the school board	semi-annually
Utilize Pine County Children's collaborative group to address discipline issues	Meets quarterly		District representative (s) to be selected after more information is gathered Superintendent, Deans, Social workers, Curriculum Director	Recommendations moving forward brought to Hinckley-Finlayson District at least annually	semi-annually
Participate on Diversion team as noted by MNDHR	as agreed upon with MNDHR	As noted in agreement.	HS Principal, Coordinator, School board representative, Alternative Teaching staff, other staff as identified	Implementation of strategies generated by staff from shared district meetings	semi-annually
Cooperation with Ojibwe and other districts to be determined	Begin summer of 2018 and share at least quarterly	Shared training with Ojibwe. Schools on more training on PBS/ Responsive Classroom at the elementary level and Restorative Practices at the high school level to maximize costs, share benefits and because we are close in proximity and share very similar demographics as well. Additionally, Review our policies with Ojibwe and bring forth recommendations to improve and strengthen our policies in relation to suspension in collaboration with Ojibwe.	HS Principal, Coordinator, School board representative, Alternative Teaching staff, other staff as identified	Higher parent/student satisfaction as reported on surveys	semi-annually
Utilize Native American Parent committee, Millie Laas Band of Ojibwe Cultural Coach to consult on school discipline issues	Begin summer of 2018 and share and meet at least quarterly		Principals, Deans, School Resource officer	Already 100% implemented and effective	semi-annually
Continue to not use School Resource officer on school discipline decisions	Ongoing	Survey parents and students, debrief with cultural coach, review policies, practices, and strengthen bridges with families	Principals, Deans, School Resource officer, Superintendent, principals, Deans, Social workers, Curriculum Director	Reports on time and dialogue with MNDHR is rated as positive by MNDHR and Hinckley-Finlayson Schools	semi-annually
DIRS data	Beginning Summer 2018 and twice per Year	Report DIRS data with the MNDHR to gauge progress. Feedback/dialogue with MNDHR may be necessary.	Principals, Deans, School Resource officer, Superintendent, principals, Deans, Social workers, Curriculum Director	Reports on time and dialogue with MNDHR is rated as positive by MNDHR and Hinckley-Finlayson Schools	semi-annually
Review district and each school's discipline policies to make changes that benefit student learning and safety	annually	After participating in all of the above, Superintendent will write report and make recommendations to school board. This will include information to be disseminated to the community about progress and changes recommended.	All listed above	All listed above	semi-annually
Community outreach to Millie Laas Band of Ojibwe	quarterly	Attend Millie Laas Band of Ojibwe District 3 monthly community meetings, at least quarterly, to connect with community members, elders, and parents and solicit any concerns.	Deans, Various teachers	Verbal reports from community	semi-annually
Review district and each school's discipline policies to make changes that benefit student learning and safety	annually	After participating in all of the above, Superintendent will write report and make recommendations to school board. This will include information to be disseminated to the community about progress and changes recommended.	All listed above	All listed above	semi-annually