

**Minnesota Department of Human Rights and  
Minnesota Transitions Charter School  
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights (“Department”) and the Minnesota Transitions Charter School (“MTCS”). The Department and MTCS will be collectively referred to as the Parties.

WHEREAS, the Department enforces the Minnesota Human Rights Act (“Act”) and also has begun addressing 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 MTCS to participate in its statewide efforts to address student discipline disparities in Minnesota.

WHEREAS, the Department acknowledges that disparities among different student groups in the rates of student discipline incidents is a complex issue that exists in schools across the country. The Department agrees that MTCS’s commitments outlined in this Agreement are reasonably calculated to address any discipline disparities that may exist within MTCS.

WHEREAS, the Department and MTCS 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
- MTCS applies its student discipline policies and procedures in a consistent and equitable manner.

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

- Work together on behalf of all MTCS 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 MTCS 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 MTCS recognize that there are many strategies that can be implemented to address any student discipline disparities that may exist within MTCS or any of its schools and that MTCS should have the ability to select the specific strategies it feels are best for its school community.

WHEREAS, MTCS 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 MTCS's discipline policies and procedures, and has not made a probable cause finding with respect to discipline disparities that may exist within MTCS.

WHEREAS, MTCS disputes the method and analysis of the data made by the Department in determining the alleged disparities at MTCS.

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

Therefore, the Department and MTCS agree as follows:

1. The Department acknowledges that the Minnesota Legislature broadly defines by statute the grounds upon which a student may be suspended, expelled, or excluded from school and MTCS will more clearly define the grounds upon which it may suspend, expel, or exclude a student from school. The Department further recognizes that it lacks authority to require MTCS 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. MTCS recognizes the Minnesota Human Rights Act prohibits MCTS from suspending, expelling, or excluding a student from school based on a student's protected class status.
2. MTCS 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 MTCS's interests in strengthening, promoting, and improving its existing anti-discrimination policies and procedures.
3. In an effort to ensure consistency across MTCS with respect to student discipline decisions and to address any disparities that may exist with respect to student discipline rates, MTCS agrees to undertake the following efforts:
  - a. MTCS will continue to explore and implement educational strategies and practices that are designed to address student behavioral issues in the classroom to the extent doing so is possible without interfering with other students' learning. MTCS will also continue its efforts to incorporate these strategies into in-service and other professional development opportunities for staff.
  - b. On or before August 1, 2018, MTCS will develop and submit a final Strategic Plan ("Plan") to the Department. An initial draft of said Plan is attached to this Agreement, labeled Appendix A, and if agreed to by both parties after August 1, 2018, the final Plan shall be included with this Agreement as Appendix B.

- c. MTCS will implement a system for tracking suspensions, including office referrals, 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. MTCS will appoint an administrator to review data entered into the system at least twice a year in order to identify building-wide and MTCS-wide trends related to student discipline and to make internal recommendations for responding to trends revealed in the data analysis.
  - d. MTCS will hold an annual parent/community meeting before or during the first month of each school year that will provide an overview of MTCS's student discipline policies and procedures and will provide an opportunity for parents and community members to provide written feedback regarding student discipline issues. MTCS will review feedback from these meetings and, decide what action, if any, should be taken based on the feedback.
  - e. Prior to the start of the 2018-2019 school year, MTCS will review its student discipline policies and student discipline handbook and make reasonable efforts to either remove or define offenses that are susceptible to multiple subjective interpretations.
4. MTCS will maintain discretion, limited only by Paragraph 1, to determine how to undertake the efforts outlined in Paragraph 3 above, as well as the elements of its Plan.
5. MTCS will submit semi-annual reports to the Department for the 2018-2019, 2019-2020, and 2020-2021 school years, documenting its compliance with the final Plan submitted by MTCS. These reports will be due to the Department on January 15 and July 15 each year. The January report will address activity for the preceding months of September through December, and the July report will address activity for the preceding months of January through June.
6. At a minimum, the reports will include the following information:
  - a. Specific steps MTCS took under Section 3 and its Final 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 MTCS in light of the data analysis required pursuant to Section 3a.
7. The Department will identify any concerns with MTCS's reports no later than sixty (60) days after the report is received by the Department. The Department will: (a) identify and explain deficiencies with the submission provided by MTCS; (b) identify and support MTCS in addressing deficiencies; (c) allow MTCS an opportunity to propose solutions; and (d) provide MTCS sufficient

time to remedy the identified deficiencies.

8. The Department agrees to assist MTCS in securing resources among private foundations, private businesses and governmental units to support efforts within MTCS to reduce the need to suspend or expel students, and to provide information to MTCS when the Department learns of such opportunities.

9. The Department, in collaboration with MDE, School Districts and Charter Schools, will create a Diversion Committee during the 2017-2018 school year. MTCS 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; 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.

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 made by MTCS prior to or during the duration of this Agreement based solely on a theory of disparate impact. This paragraph will not be construed to prohibit the Department from investigating charges of discrimination for MTCS decisions or actions that are not subject to this agreement.

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 MTCS or any other party identified in interest with MTCS. The Department has not made a probable cause discrimination finding against MTCS in violation of the Act.

18. Either party to this Agreement may be held liable for any substantial breach of this Agreement, although the parties agree that no damages may be sought or recovered in any such legal action. If either party believes the other party is in substantial breach of this Agreement, the non-breaching party will explain in writing why it believes the breaching party is in breach of the Agreement and will request a meeting. If the Parties are unable to resolve the outstanding issue, the Parties may agree to consider formal mediation. A non-breaching party may only initiate judicial proceedings to enforce this Agreement if the parties reach an impasse after negotiating in good faith for 30 days after the notice of breach is delivered.

19. This Agreement begins on the date that the parties execute it and automatically expires on August 31, 2021.

20. 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.

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

5.2.2018

Date



Becky Junninen  
Minnesota Transitions Charter School  
School Board Chair

5-2-2018

Date



Dennis Carlson  
Minnesota Transitions Charter School  
Superintendent

5/3/2018

Date



Keith Lester  
Minnesota Transitions Charter School  
Deputy Superintendent

5/3/2018

Date



Kevin Lindsey, Commissioner  
Minnesota Department of Human Rights

**MINNESOTA TRANSITIONS CHARTER SCHOOL**  
**Draft Plan for reducing disparities in the education of children of color.**  
**March 22, 2018**

