

Minnesota Department of Human Rights and Special School District No. 1, Minneapolis Agreement

Minnesota law prohibits discrimination in education because of race, color, creed, religion, national origin, sex, marital status, disability status with regard to public assistance, sexual orientation, and age. The opportunity to obtain full and equal utilization of educational institutions is a civil right. Minn. Stat. § 363A.02.

The Minnesota Department of Human Rights (Department) enforces the Minnesota Human Rights Act (Act) and eliminates unfair discriminatory practices through the initiation and investigation of administrative charges and through education, conference, conciliation, and persuasion. Minn. Stat. § 363A.06.

It is the State of Minnesota's mission to provide a system for lifelong learning, to ensure individual academic achievement, an informed citizenry, and a highly productive work force. This system focuses on the learner, promotes and values diversity, provides participatory decision-making, ensures accountability, models democratic principles, creates and sustains a climate for change, provides personalized learning environments, encourages learners to reach their maximum potential, and integrates and coordinates human services for learners. The public schools of this state shall serve the needs of the students by cooperating with the students' parents and legal guardians to develop the students' intellectual capabilities and lifework skills in a safe and positive environment. Minn. Stat. §120A.03.

Special School District No. 1, Minneapolis Public Schools (District) provides public education to all school aged children within its district and is responsible for the District's budget, curriculum, personnel, and facilities.

On November 29, 2017, the Department and District met to discuss the suspension data the District submitted over the past five years to the Discipline Incident Reporting System (DIRS) maintained by the Minnesota Department of Education (MDE). The Department and the District discussed disparities in the rate in which District suspended African-American students, Native-American students, students of color, and students with disabilities when the decision-making involved subjective, discretionary decisions. The Department and the District also discussed concerns with the number of suspensions the District assigned to African-American students, Native-American students, students of color, and students with disabilities relative to their enrollment in the District. The Department and the District finally discussed the Voluntary Compliance Agreement the District has with the United States Department of Education, Office for Civil Rights related to these issues and the work the District has and continues to do to reduce total number of suspensions and the disparities.

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 non-discriminatory manner.

The Department and District have a strong a commitment to:

- Work together on behalf of all Minnesota 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.

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.

The Department and District recognize that there are many corrective action strategies that can be implemented with a school environment and that the District should have the ability to select the specific corrective action strategy it feels is best for its school community.

The Department and District recognize that there several federal and state educational mandates for the District to achieve. The Department and District recognize that the District should have flexibility in crafting a plan that is best suited for its school community.

The Department and District recognize that enhanced alignment of government programs and services seeking to assist low income households and eliminate homelessness may have a positive impact on reducing suspension and expulsion decisions within the District.

The Department and District recognize that the Department may be able to assist the District in securing resources among private foundations, private businesses, and governmental units to support efforts within the District to reduce the need to suspend or expel students.

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

1. In 2014, the District entered into a Voluntary Compliance Agreement with the Office for Civil Rights. The Voluntary Compliance Agreement is incorporated into this Agreement as Exhibit A. The Office for Civil Rights has confirmed that the Voluntary Compliance Agreement remains in effect until the Office issues a statement closing and ending the Voluntary Compliance Agreement. The Department and District agree that the District will continue its work pursuant to the Voluntary Compliance Agreement. In the event the Office for Civil Rights closes and ends its Voluntary Compliance Agreement with the District, the District agrees to amend this Agreement with the Department if the Department's review of the District's discipline data demonstrates continued disparities in student discipline based on race and disability status.
2. The District acknowledges that its efforts under the Voluntary Compliance Agreement are intended to address disparities in suspensions of African-American students, and for the purposes of this Agreement, the District agrees it's efforts explicitly includes Native American students and students with disabilities within the District.
3. Beginning with the execution of this Agreement, the District will submit to the Department all reports that it submits to the Office for Civil Rights relating to its implementation of and compliance with the Voluntary Compliance Agreement. The District agrees to supplement the reports to include its efforts related to Native American students and students with disabilities. The District will

provide information to the Department on its efforts to reduce suspension disparities for Native American students and students with disabilities. To the extent this information is not identified in a report to the Office for Civil Rights, the District agrees to provide this information to the Department separately and to provide it on a semi-annual basis by September 1 and February 1 each year.

4. The District agrees to provide qualitative metrics to the Department, assessing its compliance with Paragraphs 8g and 8h of the Voluntary Compliance Agreement. To the extent this information is not identified in a report to the Office for Civil Rights, the District agrees to provide this information to the Department separately and to provide it on a semi-annual basis by November 30 and February 28 each year.
5. The District agrees to provide information to the Department regarding its use of Student-Focused Remedies as stated in Paragraph 9 of the Voluntary Compliance Agreement. To the extent this information is not identified in a report to the Office for Civil Rights, the District agrees to provide this information to the Department separately and to provide it on a semi-annual basis by November 30 and February 28 each year.
6. The District will assess the effectiveness of the staff and student training provided in accordance with Paragraph 10 of the Voluntary Compliance Agreement. The District will conduct such an assessment, at a minimum, on a semi-annual basis. The District agrees to provide documentation to the Department that it has provided the annual training required by Paragraph 10 of the Voluntary Compliance Agreement. The District further agrees to report to the Department the findings and conclusions of its assessment of the training's effectiveness. To the extent this information is not identified in a report to the Office for Civil Rights, the District agrees to provide this information to the Department separately and to provide it on a semi-annual basis by November 30 and February 28 each year.
7. The District will continue to review and report on its School Resource officer program and its Part-Time Police Officer program in accordance with Paragraph 14 of the Voluntary Compliance Agreement. The reports shall include all information and documentation delineated in Paragraph 14. To the extent this information is not identified in a report to the Office for Civil Rights, the District agrees to provide this information to the Department separately. The first such report covering the 2017-18 school year shall be provided to the Department by September 1, 2018. Thereafter, such reports shall be provided on an annual by September 1.
8. The District will continue to conduct and report on school climate surveys in accordance with Paragraph 17 of the Voluntary Compliance Agreement. To the extent that the Office for Civil Rights is no longer monitoring the District's school climate surveys, the District agrees that the Department may do so. By September 1 of each year, the District will report to the Department on the steps it has taken in response to the prior year's survey results.
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; 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 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 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 Parties acknowledge that the release of information concerning this matter is governed by the Family 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.

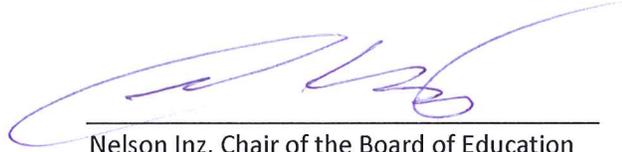
14. The Parties agree that the Department may make public: (a) the terms of this Agreement pursuant to Minn. Stat. § 363A.06, subd. 4 and (b) the information identified as public data in Minn. Stat. § 363A.35. The Parties agree to work collaboratively on any press releases and responses to media inquiries concerning this Agreement.

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. The Parties will meet within 15 days of any such decision to determine if they should modify 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 in violation of the Act.
17. This Agreement begins on the date that the parties execute it and the Agreement 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.
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 interpretation or adherence to the terms of Agreement shall be filed in Ramsey County district court.
21. 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. 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.
22. 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.

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9/20/18

Date



Nelson Inz, Chair of the Board of Education
Minneapolis School District

Sept 17, 2018

Date



Ed Graff, Superintendent
Minneapolis School District

September 25, 2018

Date



Kevin Lindsey, Commissioner
Minnesota Department of Human Rights