

**Minnesota Department of Human Rights and
Independent School District No. 621
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights ("Department") and Independent School District No. 621, Mounds View ("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 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 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 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. 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, if any, from students, parents and teachers was or was not utilized.
4. The District will maintain discretion to determine how to undertake the efforts outlined in the Plan.
5. 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

6. At a minimum, the annual 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 Section 3;
 - 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. Metrics the District developed to measure the effectiveness of the Plan; and
 - e. 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;
 - 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; and

10. 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.

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:

- 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.

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 21 and expire on September 2, 2022.

13. This Agreement 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 and for charges of discrimination the Department receives from third parties.

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 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.

16. 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.

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 parties execute it and automatically expires on September 1, 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. 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.

22. 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 this Agreement shall be filed in Ramsey County district court.

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

6/26/2018
Date

6/26/18
Date

6/29/18
Date

[Signature]
Jonathan Weinhagen, School Board Chair
Independent School District No. 621

[Signature]
Chris Lennox, Superintendent
Independent School District No. 621

[Signature]
Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Mounds View Public Schools

Exhibit A

Mounds View Public Schools Discipline Philosophy and Action Plan

Our Mission

Mounds View Public Schools will educate learners through a broad range of programs that set high expectations and inspire outstanding achievement.

Our Vision

Mounds View Public Schools is a District committed to and focused on high student achievement through a comprehensive approach that integrates the key components of learning:

- Healthy learning climate
- Shared leadership and accountability
- Essential curriculum, delivered through the use of instructional technology/effective instruction, delivered with a personalized approach
- Meaningful family and community partnerships
- Financial oversight and stewardship of resources
- Continuous improvement

Our Values

1. We believe curriculum outcomes and instructional strategies must offer opportunities for successful learning and high student achievement.
 2. We believe we must frequently assess and evaluate student performance and program effectiveness in order to assure continuous growth.
 3. We believe a respectful, secure, and motivating environment promotes successful learning.
 4. We believe parents and the community deserve frequent, consistent, and open communications with Mounds View Public Schools.
 5. We believe community-wide awareness and support of our schools will lead to a stronger advocacy of educational goals.
 6. We believe teacher leadership and professional development are essential to continuous improvement of the instructional program.
 7. We believe teamwork with parents, teachers and the community, a shared decision-making process, and collaborative leadership are essential for school improvement and for students to achieve at high levels.
-

8. We believe diversity strengthens Mounds View Public Schools, and we are committed to deepening our understanding of racial and socioeconomic factors in academic performance and discovering new strategies for closing all achievement gaps.
9. We believe students deserve highly skilled, well-trained and dedicated teachers.
10. We believe all staff members must be responsible for their individual development and contribute to the overall development of Mounds View Public Schools.
11. We believe through personalized learning opportunities all students share a responsibility for their learning.
12. We believe that students who feel a sense of belonging or connectedness to their school are more likely to experience success inside and outside the classroom.

The Equity Promise

Mounds View Public Schools is committed to preparing all students for opportunities of their choice after high school, whether they choose college, a trade school, technical college, the military or employment. To that end, the District has adopted The Equity Promise, which states that all students are prepared for post-secondary success regardless of race, class, gender or disability.

As part of our mission, vision, values and our commitment to the equity promise it the goal of the Mounds View Public Schools to provide alternatives to exclusion, expulsion or suspension of students. We are committed to the concept that consequences for inappropriate behavior are to be rooted in student growth and be restorative in nature, rather than being punitive.

District Programs

The District is comprised of two Kindergarten Centers, six elementary schools serving grades 1-5, three middle schools serving students in grades 6-8 and two high schools serving grades 9-12. The District has an Area Learning Center, a level 4 EBD high school (Reach Academy), a Reach Academy Transitions program, a Career and Life Transition Program (CLT), a level 4 EBD elementary program (Bridges), and a level 3 EBD elementary program (WINGS).

Alternative to Suspension Program Overview

The Mounds View Public Schools are committed to finding alternatives to student suspension. In addition to the District programs listed in the above section, the District also provides an alternative to suspension program. To that end, when a student is exhibiting behaviors that are unsafe or in violation of district policy we have a created alternative educational programs that can meet the students educational needs while also providing learning supports around decision-making and citizenship. The District also provides an alternative to suspension program called the T.R.Y. program (To Reinvent Yourself), offered by the Mounds View Public Schools. It is a short-term alternative for secondary students (middle school and high school) that have been removed from their regular schools due to school rule violations for a period of one to ten days. The T.R.Y. program operates with a clear academic focus as well as an

emphasis on restorative justice principles. The program allows students the opportunity to receive one-on-one academic attention from an on-site certified teacher and paraprofessional. Students participating in this program receive credit for assignments and attendance from their home school. Each day, efforts are made to develop problem-solving, decision-making, and other positive pro-social skills through the use of restorative justice principles.

Mounds View Public Schools are committed to using restorative justice practice. We accept responsibility of engaging with our school community and will engage our students, staff, parents and other stakeholders who wish to actively participate in the resolution of matters arising from some type of harm. The process will culminate in the forming of an agreement between the responsible party and others who have been impacted, working to restore relationships from negative to positive. This process allows all parties involved to learn the value of listening, perspective taking, compassion and empathy.

The educational services in place at T.R.Y. ensure that all students receive the best and utmost individualized care and attention - academically, socially and emotionally. This will help ensure a just and timely return to the student's primary educational setting. A successful transition is one which has addressed, taught and reinforced ways in which students may re-engage and maintain progress toward their educational goals, follow school rules/expectations and stabilize their good standing in their educational community.

Parents and home school personnel remain involved with students who are attending T.R.Y. through a variety of formal and informal communication. This communication includes, but is not limited to, providing evaluation sheets, information sessions with the student's dean, school administration and parents or groups and sharing the restorative justice interview.

Elementary TRY

The Mounds View Public Schools are currently developing plans to extend the T.R.Y. model so that it will be available to support elementary aged students effective with the 2018-2019 school year. The focus of this program is to provide an elementary alternative to suspension option and use age appropriate restorative justice practices that allow students to repair relationships and return to their primary educational setting in a timely and efficient manner.

**Action Plan
District Roles and Responsibilities**

School Board

1. The School Board will:
 - a. Provide sufficient oversight and leadership of the District's suspension and expulsion decisions;
 - b. Provide opportunities on every meeting agenda at open forum for parents and students to provide feedback and input concerning the District's discipline policy and the implementation of the policy by school personnel; and
 - c. Direct District Administration to provide meaningful opportunities for parents, students and school personnel to provide feedback and input concerning the District's discipline and policy at the school building level or district office level.
2. The School Board reaffirms its commitment to provide the Superintendent and school personnel with adequate resources, support and training to implement the District's discipline policy and corrective action strategies with fidelity.

Superintendent

3. The Superintendent will:
 - a. Provide oversight and leadership of the District's suspension and expulsion decisions;
 - b. Designate a cabinet level position to oversee district and school level student behavior consequence decisions;
 - c. Be informed of any student behavior consequences that result in a potential change of placement, short term or longer term;
 - d. Be the final decision maker on any disputes arising from actions taken by school or district personnel regarding student behavior consequences; and
 - e. Coordinate with district and school administrators on efforts to provide meaningful opportunities for parents, students and school personnel to provide feedback and input concerning the District's discipline policy and school personnel's implementation of such policy.

Superintendent's Designee/Discipline Supervisor

4. The District has identified an employee to provide oversight on all discipline or student behavior consequences decisions. That individual will be a district Cabinet level employee. The District will publish the designee's name, title, office address, email address and telephone number on its website and within its Student Behavior Handbook.

5. The Superintendent's designee will:
 - a. Work in collaboration with school administrators in any decision regarding a student behavior consequence that could involve a change in program either short-term or long-term;
 - b. Inform the Superintendent of any of those decisions;
 - c. Bring all identified issues related to any aspect of student behavior consequence decisions to the Superintendent and/or Cabinet for discussion and potential action and interventions if necessary;
 - d. Act as the District's point person for parents and students regarding discipline;
 - e. Consult with available resources which could include consultants, the Minnesota Department of Education, or other resources to identify, implement and improve research-based strategies to ensure school personnel apply discipline appropriately and equitably to all students regardless of race or disability status;
 - f. Work with other district and school administration and personnel on strategies to improve awareness and capacity for staff to understand implicit bias, cultural competency, de-escalation techniques, conflict resolution and age-appropriate responses to behavior; and
 - g. Annually review data and disciplinary records from each site with assistance from the record keeper of such data.

Principals

6. The principal(s) of each school within the District shall ensure that the District's discipline policy and any student behavior consequences actions taken by their assigned school are faithfully implemented by school personnel.
7. To accomplish this end principals will:
 - a. Regularly meet with the leadership team at their school to discuss student academic progress, connectedness to the building, any identified learning supports necessary and any emerging social emotional issues that may interfere with academic success;
 - b. Use this information to make team-based decisions regarding interventions and strategies to effectively help with student academic success, avoid behavior issues and connect students with the school;
 - c. Work with identified district or school staff to arrive at decisions based on data related to student progress, effective implementation of behavioral practices and screening for students requiring additional behavior supports;
 - d. Utilize a continuum of evidence-based interventions that are integrated and aligned to support academic and behavioral success for all students;
 - e. Utilize a collaborative team – based approach to support effective implementation, monitoring progress and evaluating of outcomes;
 - f. Work with district administrators and their own leadership teams on the identification of their staff training needs regarding implicit bias, cultural competency, de-escalation

- techniques, conflict resolution and age-appropriate responses to behavior and students that have experienced trauma;
- g. In collaboration with district administration, review and analyze student consequences and program placements for students with disabilities or students of color to determine whether they are at disproportionately higher rates than other students. In the event the rates are disproportionate, principals will work collaboratively with district administration and personnel to determine the reason and identify strategies to correct the disparity; and
 - h. In collaboration with district administration, develop and implement meaningful opportunities for parents, students and school personnel to provide feedback and input concerning the District's discipline policy and school personnel's implementation of such policy.
8. In no event will principals make a decision regarding a student change of placement without consulting with the Superintendent's designee or the Superintendent. All such decisions will be made in consultation between a member of the Cabinet, the principal, other school staff that have worked with the student and other relevant individuals. A school resource officer will never have input on a decision relative to school consequence for a student.

Community Engagement

9. The District will provide opportunities for input from the following groups;
- a. Students
 - i. Utilization of formalized student groups which meet regularly with a staff member to discuss building climate and student consequences.
 - ii. Creation of student focus groups from a cross section of the student body that are balanced demographically to be facilitated by staff or an outside consultant.
 - iii. Creation of targeted focus groups which are more homogenous demographically.
 - iv. One on one conversation with students about how their student or they are feeling about student consequences and the building climate.
 - v. Use of student surveys.
 - b. Parents
 - i. Utilization of formalized parent groups which meet regularly to discuss building climate and student consequences such as PTA, advisory committee, etc.
 - ii. Creation of focus groups from a cross section of the parent community that are balanced demographically to be facilitated by the principal or staff or an outside consultant.
-

- iii. Creation of targeted focus groups which are more homogenous demographically.
- iv. One on one conversation with parents about how their student or they are feeling about student consequences and the building climate.
- v. Use of surveys.
- vi. Use of Marnita's Table - Intentional Social Interactions events to entice parents who otherwise might not be prevalent in our schools to come and focus on three or four questions, at least one of which would be around student behavior and consequences.

c. Staff

- i. Regularly scheduled meetings between the Superintendent and/or the Superintendent's designee with the President of the Mounds View Education Association in which student behavior, consequences and building climate are a standing agenda item.
- ii. Feedback from Building Operations Committees to Principals. These are standing committees at each site the meet regularly. It is a negotiated committee whose purpose is to discuss building-wide issues that include student behavior and consequences as well as climate.
- iii. Use of surveys both initiated by the school principal and the semi-annual MVEA members.

10. The data collected from the engagement activities will be collected and utilized to inform discussions at the District and building level around the appropriateness of district policies, procedures and implementation strategies and potential corrective actions.