

Minnesota Department of Human Rights and ISD 280 Collaboration Agreement

The Minnesota Department of Human Rights (Department) is the agency of the State of Minnesota responsible for enforcing the Minnesota Human Rights Act.

Independent School District 280 provides public education to school aged children within its district and inspires and empowers each individual to learn, grow and excel. In the strategic plan 2015-2020, beliefs, goals, and strategies are major parts of the plan including:

Richfield Public Schools' Mission

We believe:

- in inspiring our students to grow, adapt and discover their place in the world
- all children have a right to a quality education, high standards, rigorous curriculum and powerful instruction
- in providing instruction that supports the different ways people learn
- that valuing our diverse backgrounds, experiences and perspectives fosters unity and empowers all
- the collective efforts of students, home, school and community form the foundation for excellence
- that core values of caring, honesty, respect and responsibility will be modeled, taught and nurtured
- it is everyone's responsibility to provide a safe, supportive and engaging environment

Goals

- Provide a high quality, competitive educational system
- Accelerate achievement for ALL students
- Engage family and community members as partners
- Ensure an environment where ALL belong

Strategies:

1. We will provide challenging, relevant and engaging educational opportunities for all students that will increase learning.
2. We will positively promote Richfield Public Schools.
3. We will provide a welcoming, healthy, supportive, safe and caring environment.
4. We will acquire and align human, financial, operational and technology resources to maximize organizational goals.

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 workforce. 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.

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.

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 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 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 acknowledge that teachers and students deserve school environments that are safe, supportive and conducive to teaching and learning.

The Department and District recognize that there are many strategies that can be implemented within a school environment and that the District should have the ability to select the specific 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 behaviors that could result in suspension and expulsion.

The Department and District recognize that the Department will affirmatively seek 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.

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.

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.

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 has developed and submitted to the Department a Strategic Plan to reduce suspensions, which is attached as Exhibit A to this Agreement. 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 maintains discretion to determine how to undertake the efforts outlined in the Plan.

2. The Department has established, in collaboration with MDE, a diversion committee to analyze suspension data and to provide a forum for school districts and charter schools to develop best practices. The District will designate a representative(s) to serve on the Diversion Committee established by the Department.

3. The District will submit reports according to the following schedule demonstrating its efforts to comply with the provisions of this Collaboration Agreement:

February 1, 2019

September 1, 2019

February 1, 2020

September 1, 2020

February 1, 2021

September 1, 2021

4. 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. Metrics the District developed to measure the effectiveness of its Plan;
- d. 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; and
- e. Any changes implemented by the District in light of the data analysis required pursuant to the Plan.

5. 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.

6. The Department will close the charge of discrimination entitled *Lindsey vs. ISD #280, Richfield Public Schools*, charge No. 68086 and 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 14 and expire on September 2, 2022.
7. 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 or any charges the Department receives from third parties.
8. School Resource Officers will not be involved in deciding whether or not a student will be suspended or expelled; provided, however, that School Resource Officers may provide factual information that may be considered by the District when making its student discipline decisions.
9. The Department agrees that the District commitments outlines in this Agreement and Plan, if implemented in a manner consistent with the terms of this Agreement, are reasonably calculated to address any discipline disparities that may exist within the District.
10. Nothing in this Collaboration Agreement prevents the Department from obtaining information from the District to determine the District's compliance with the Collaboration Agreement and its Plan so long as the release of such information is authorized by State and Federal law. 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.*, the Official Records Act, Minn. Stat. §§ 15.17 *et seq.*, and the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, as well as the rules and regulations associated with such laws.
11. The Parties agree that the Department may make public: (a) the terms of this Collaboration Agreement and (b) the information identified as public data in

Minn. Stat. § 363A.35. The Parties agree to attempt to work collaboratively on any press releases and responses to media inquiries concerning this Collaboration Agreement.

12. If a Court of competent jurisdiction, for any reason, holds any part of this Collaboration Agreement invalid, unlawful or otherwise unenforceable, such decision shall not affect the validity of any other part of the Collaboration Agreement.
13. The parties have mutually agreed to enter into this Collaboration Agreement to work together on a nation-wide and state-wide issue. This Collaboration Agreement is not an indication or an admission of any liability or wrongdoing by or on behalf of either party. The Department has not made a probable cause discrimination finding against the District and has not found a violation of the Act.
14. This Collaboration Agreement begins on the date that both parties execute it and ends on September 1, 2021.
15. The parties to this Collaboration Agreement acknowledge that they have read and have gained an understanding of the terms of the Collaboration Agreement, that legal counsel has represented them or they had the opportunity to retain legal counsel, and they are voluntarily entering into this Collaboration Agreement.
16. This Collaboration 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 Collaboration Agreement to be signed on the dates opposite their signatures.
17. Minnesota law will govern the construction and interpretation of this Collaboration Agreement. No rule of strict construction shall apply against either Party as both Parties equally drafted the Collaboration 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.
18. If either party believes that the other is in material breach of this Collaboration Agreement, that party will notify the other in writing and will identify the specific provisions of this Collaboration Agreement the party believes has been breached. The party will request a meeting with the other to resolve the outstanding issue. Notwithstanding Paragraph 6 of this Agreement, the Party

shall only initiate judicial proceedings to enforce this Collaboration Agreement if the parties reach an impasse after negotiating in good faith for 30 days.

19. Nothing within this Collaboration Agreement prevents either party from requesting public data from the other.

7/16/18
Date

Christine Maleck
Christine Maleck, School Board Chair

7/16/18
Date

John Ashmead
John Ashmead, School Board Clerk

7/19/18
Date

Kevin Lindsey
Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Exhibit A
Strategies for Reducing Student Suspensions

Strategies for Reducing Student Suspensions

Action Step	Person Responsible	By When
Positive School Climate	Assistant Superintendent	2019-2020
District Wide Equity Training Through Innocent Classroom	Superintendent	2018-2019
Superintendent Student, Staff and Community Advisory Committees	Executive Director of Special Services	2018-2019
Developing positive student to student and staff to student relationships: Increase in social-emotional Behavior supports to schools	Superintendent	Ongoing
Regular Meetings with School Resource Officers	Superintendent	Ongoing
Professional Development/Curriculum	Assistant Superintendent	Ongoing
Teachers, administrators, and support staff trained in Innocent Classroom Culturally Responsive Teaching practices, which includes cultural awareness and anti-bias training	Executive Director of Special Services	Ongoing
Crisis Prevention Intervention for Special Education staff and administrators	Director of Student Services	Began 2015-2016; Ongoing
Behavior strategies and management training for classroom teachers	Executive Director	2019-2020
Response to Behavior	Executive Director	2019-2020
Review and update school rights and responsibility	Executive Director	2019-2020

and behavior handbooks	of Special Services	
Alternative to suspension program to be established for secondary students otherwise facing out of school suspension	Executive Director of Special Services	2018-2019
Principal consultation with Executive Director of Special Services prior to any student suspension of greater than three days	Executive Director of Special Services	2018-2019
Develop and implement consistent district-wide pre-suspension protocols for out of school suspension	Executive Director of Special Services	2018-2019
Develop and implement consistent district-wide post-suspension review process for out of school suspension	Executive Director of Special Services	2018-2019
Monitoring Progress	Person Responsible	By When
Superintendent to meet quarterly with each Principal to review all suspension data, broken down by race, gender, and disability status	Superintendent	Ongoing
Hiring Practices	Person Responsible	By When
Plan for recruitment and retention of staff which reflect our student population, consistent with applicable law	Chief Administrative and Human Resource Officer	Ongoing