

**Minnesota Department of Human Rights and
Special School District No. 6, South St. Paul,
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights (“Department”) and Special School District No. 6, South St. Paul, (“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. 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 eliminate all disparities that may exist.

WHEREAS, the Parties acknowledges that the commitments outlined in this Agreement and the District’s Plan are reasonably calculated to address any discipline disparities that may exist within the District.

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 Parties acknowledge that disparities among different student groups in the rates of student discipline incidents is a complex issue that exists in schools across the country.

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 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 that 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 treatment in a student discipline matter.
2. The District is voluntarily entering into this Agreement because it 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. On or before September 1, 2018, the District will develop and submit a final Educational Plan (Plan) to the Department. An initial draft of the Plan is attached to this Agreement as Exhibit A and if agreed to by both parties after September 2018, the final Plan shall be incorporated into this Agreement as Exhibit B. In an effort to ensure consistency across the District with respect to student discipline decisions and to address any disparities that may exist with respect to student discipline rates, the District agrees, at a minimum, to include or address in its Plan, the following efforts:
 - a. How the District will obtain input from students, parents, and teachers to obtain qualitative data on a regular and on-going basis concerning the Plan identified in Exhibit B and will provide the Department with information on the District's

engagement efforts and how the District utilized or did not utilize input from students, parents, and teachers.

- b. How the District will continue to explore 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.
 - c. How the District will incorporate any new strategies into in-service and other professional development opportunities for staff.
 - d. How the District will implement a system of its choosing for tracking, suspensions, expulsions, and exclusions at each school site. The tracking system will include the reason for each suspension, expulsion, or exclusion, and the name, grade, race, and disability status of the student. The District will appoint an administrator to review data entered into the system at least twice a year in order to identify building-wide and District-wide trends related to student discipline and to make recommendations for responding to trends revealed in the data analysis.
 - e. The District will hold at least two parent and community meetings before or during the first month of each school year that will provide an overview of the District's student discipline policies and procedures and will provide an opportunity for parents and community members to provide written feedback regarding student discipline issues. The District will review feedback from these meetings and, in its discretion, decide what action, if any, should be taken based on the feedback.
 - f. The District will reiterate to all students, parents, employees, and School Resource Officers that School Resource Officers are not involved in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity, except that a School Resource Officer who is a witness to alleged misconduct or otherwise has information related to alleged misconduct may be a witness in an investigation or hearing related to the incident.
4. The District will maintain discretion to determine how to undertake the efforts outlined in Section 3 above.
 5. Prior to the start of the 2018-2019 school year, the District will review its student discipline policies and student handbook and make reasonable efforts to either remove or define offenses that are susceptible to multiple subjective interpretations.
 6. The District will submit semi-annual reports to the Department demonstrating its efforts to comply with the provisions of this Agreement and to implement its Plan. The District will provide semi-annual reports by September 1 of each year, and the second semi-annual report by February 1. Each report will address activity for the preceding six months. The first semi-annual report is due to the Department on February 1, 2019.

7. 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 its 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 its Plan.
8. 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 any deficiencies it believes exist with the report provided by the District; (b) propose solutions to address the deficiencies it has identified; (c) allow the District an opportunity to respond to and propose solutions for the deficiencies identified by the Department; (d) respond to the adequacy of the District's response and proposed solutions, and (e) provide the District reasonably sufficient time to remedy the Department's identified deficiencies.
9. 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 which are subject to this Agreement. Such disclosure requests are subject to state and federal data practices laws identified in Section 10 below.
10. 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 *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.* as well as the rules and regulations associated with these laws. 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. The District acknowledges the Department's right to 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. 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.
11. 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.

12. 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.

13. 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.

14. 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:

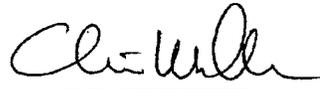
- a. Coordinate external stakeholders to drive toward community based solutions;
- b. In collaboration with MDE, publish technical guidance on best practices to reduce suspension and expulsion disparities for students from racial and ethnic minority communities and students with disabilities;
- c. Facilitate 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.

15. The Department will not bring a Commissioner's administrative charge for violations of the Act related to the suspension and expulsion decisions the District made 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 contained in Paragraph 21 and expire on September 2, 2022.

16. 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 of discrimination that the Department receives from third parties.
17. 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. Notwithstanding section no. 15 of this Agreement, if the parties reach an impasse after negotiating in good faith for 30 days, the Parties agree the Department may initiate judicial proceedings to enforce this Agreement or initiate a Commissioner's charge of discrimination.
18. 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.
19. 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.
20. 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.
21. This Agreement begins on the date that the parties execute it and ends on September 1, 2021.
22. 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.
23. 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.
24. 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.

25. This Agreement shall be effective only upon its approval by the District's School Board.

7/23/18
Date


Chris Walker, Chair of the Board of
Education
Special School District No. 6

7/23/18
Date


Dr. Dave Webb, Superintendent
Special School District No. 6

7/24/18
Date


Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Exhibit A: Draft Plan

Minnesota Department of Human Rights Framework for South St. Paul Schools District 6 Action Plan

OUTCOMES	RESPONSIBLE & ACTIONS	TIMELINE
Student Voice, Choice, Leadership, School Culture	Staff/Students <ul style="list-style-type: none"> Expand Student Support/Affinity and Leadership Groups 	SY 18-19
	Tri-District <ul style="list-style-type: none"> College and Career Ready Innovation Zone 	Yr 2 Implementation
	Secondary Admin/Staff <ul style="list-style-type: none"> Equal Opportunity Schools Initiative 	EOS Yr 2
	Technology, Teaching and Learning, Building Admin <ul style="list-style-type: none"> Career and Tech oportunities for all students including those with disabilities Hybrid class/blending learning offerings 	Grant due: Secondary Yr 2, Elementary Yr 1
Staff Training, All Levels:	Admin, Teacher Leaders <ul style="list-style-type: none"> Provide staff development related to Implicit Bias, Culturally Responsive Teaching and Cultural Competence Provide staff development related to PBIS, SEL, Trauma Based, ACES, Conscious Discipline 	PD SY18-19 Plan, Job Embedded - PLCs PD SY18-19 Plan, Job Embedded - PLCs; Team with Dakota County Mental Health Collaborative
	Admin, counselors, teaching, supervisory staff <ul style="list-style-type: none"> Provide staff development related Restorative Practices 	St. Paul Foundation Grant due: July, 2018
Policies, Procedures, Systems	Secondary <ul style="list-style-type: none"> Equal Opportunity Schools training at Secondary 	Sec. Yr 2
	School Board <ul style="list-style-type: none"> Policy Review with disproportionality lens 	SY 18-19
	Admin <ul style="list-style-type: none"> Explicitly define the role of SRO via School Board Policy, to not be involved in decision making leading to school discipline actions 	Fall 2018

	<p>Admin/building staff</p> <ul style="list-style-type: none"> Review and adjust scheduling, procedures to ensure access/support for all 	Ongoing
	<p>PBIS District/Building Teams</p> <ul style="list-style-type: none"> Implement PBIS district wide. Implementing structures, reporting, support systems as part of our Multi Tiered Systems of Support framework. 	KEC Yr 3, Sec, LC Yr 1
Data Systems.	<p>Dept of Learning/Tech, Admin, PLCs</p> <ul style="list-style-type: none"> Implement (behavior, academic, attendance) data review cycle that includes several levels: annual state wide review; district review each term; monthly review at school level; progress monitoring review at teacher/student level. 	Annual data cycle
Community Involvement	<p>Admin/Buildings</p> <ul style="list-style-type: none"> Calendarize, publish, multiple venues/languages, transparency, 	Fall 2018
Funding	<p>Admin</p> <ul style="list-style-type: none"> Refine prioritization of budget based on student needs Advocate at state/local levels, Equity in Funding 	Annual review Yearly

CONTACT INFO

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