

Collaboration Agreement
between Saint Paul Public Schools and the Minnesota Department of Human Rights

Saint Paul Public Schools (“the District”) provides public education to all school-aged children within its district and is responsible for the District’s budget, curriculum, personnel, and facilities. The District prohibits discrimination based on race, creed, sex, marital status, national origin, immigration status, age, color, religion, ancestry, status with regard to public assistance, socio-economic status, sexual or affectional orientation, gender identity and expression, familial status, physical appearance or disability. District Board Policy 102.00: Equal Opportunity/Non-Discrimination. The District has the goals of increasing achievement, including on-time graduation, for *all* students, while narrowing the gaps between the highest and lowest-performing students. District Board Policy 101.00: Racial Equity. The District recognizes that its students deserve respectful learning environments in which their racial and ethnic diversity is valued and contributes to successful academic outcomes. District Board Policy 101.00: Racial Equity.

The Minnesota Department of Human Rights (“Department”) is the agency of the State of Minnesota responsible for enforcing the Minnesota Human Rights Act (“the Act”) and attempts to prevent discrimination through education, conference, and conciliation.

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.

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 the District’s students to ensure their success; and
- Collaborate and use their best efforts to improve student academic achievement by reducing suspension and expulsion rates for students of color, American Indian students, 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 are 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.

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

1. The District will develop and submit a final Educational Plan (Plan) to the Department on or before September 1, 2018. The parties shall use their best efforts to resolve any outstanding issues with the final Plan within 15 days of its submission to the Department. An outline of the District's process for creating the Plan is attached as Exhibit A. When both parties agree, the final Plan shall be incorporated into this Agreement as Exhibit B. At a minimum the plan will identify or address the following:
 - a. The role and responsibilities of the Superintendent, Principals, and other relevant individuals to ensure implementation of the Plan;
 - b. The tracking system the District uses to track office referrals, partial day dismissals, in-school and out-of-school suspensions, expulsions, and exclusions at each school site and how and when the District will analyze this data;
 - c. Applicable policies and procedures and the process for policy revisions, including how the District will engage its students, parents, and teachers in the policy revisions;
 - d. School Resource Officers are not involved in recommending or determining student discipline or in investigating incidents of student discipline that do not involve a possible crime;
 - e. A comprehensive training and professional development plan for teachers and administrators on the District's selected educational strategies and best practices that are designed to reduce suspension and expulsion rates for students of color, American Indian students, and students with disabilities; and
 - f. The District's ongoing engagement efforts to ensure input from students, parents, teachers, and the community on the District's implementation of its Plan and so the District can obtain qualitative data on a regular and on-going basis throughout the length of this Agreement.

2. The District will provide a semi-annual report to the Department by September 1 and a second semi-annual report by March 1 of each year through September 1, 2021. Each report will address activity for the period since the last report. The first semi-annual report is due to the Department by March 1, 2019.
3. At a minimum, the semi-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 its 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) an itemization of partial day dismissals, in-school and out-of-school suspensions, exclusions, and expulsions during the reporting period; (2) the behavioral incident resulting in, and school site location of, each partial day dismissal, in-school and out-of-school suspension, exclusion, and expulsion identified in (1); and (3) disaggregated data showing the breakdown of each disciplinary incident identified in (1) by race and by disability status; and
 - e. Any changes implemented by the District in light of the District's data analysis of its Plan.
4. 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) give the District an opportunity to propose solutions; and (d) provide the District sufficient time to remedy the identified deficiencies.
5. The Department, in collaboration with the Minnesota Department of Education ("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. The Department or a professional facilitator the Department contracts with is responsible for scheduling, coordinating, and identifying a location for the Diversion Committee meetings. The Diversion Committee will meet at least quarterly. Nothing within this section prohibits the Diversion Committee members from meeting more regularly at the discretion of the Diversion Committee members.
6. The purpose of the Diversion Committee is to review and analyze aggregate suspension data of school districts and charter schools and to develop and create best practices for reducing suspension and expulsion rates for students of color, American Indian students, and students with disabilities.
7. The Diversion Committee may consider creating subcommittees as necessary to meet its purpose, which could include the following:
 - a. DIRS – Create greater clarity for schools on the conduct schools should report to MDE;

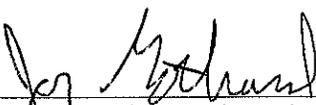
- b. Strategies— Best practices for understanding, teaching, evaluating, and monitoring implementation of strategies;
 - c. Implicit Bias – Best practices for understanding, teaching, evaluating, and monitoring implementation of implicit bias education; and
 - d. Engagement – Best practices for ensuring student, teacher, and community involvement that leads to qualitative assessment.
8. 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 rates for students of color, American Indian students, 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.
9. 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. To the extent consistent with state and federal law, 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.
10. Either party may make the terms of this Collaboration Agreement public. The Department may make public 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.
11. 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.
12. The Parties have mutually agreed to enter into this Collaboration Agreement to work together on a nation-wide and statewide 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 issued a charge of discrimination against the District, has not made a probable cause discrimination finding against the District, and has not found a violation of the Act.

13. This Collaboration Agreement begins on the date that the parties execute it and ends on September 1, 2021.
14. 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.
15. 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.
16. 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 the Collaboration Agreement shall be filed in Ramsey County District Court.
17. 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. 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.
18. To the extent consistent with State and Federal law, nothing in this Collaboration Agreement prevents the Department from requesting information from the District.

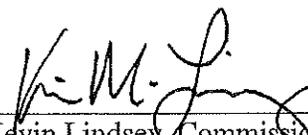
By signing below, I affirm that I have the authority to bind the District to the terms of this Collaboration Agreement.

6/14/18
Date



Joe Gothard, Superintendent
Saint Paul Public Schools

6/12/18
Date



Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Exhibit A

1. The Sponsor Group¹ first met on March 5, 2018.
2. From March 13, 2018, through May 22, 2018, the Sponsor Group met on a bi-weekly basis.
3. Starting May 29, 2018, the Sponsor Group began meeting on a weekly basis.
4. In early June 2018, a work group² of District personnel, including the members of the Sponsor Group, will meet to provide feedback on a draft articulation of an integrated, tiered system of support for schools to implement throughout the District to reduce suspensions and expulsions.
5. In June 2018, the Sponsor Group will prepare a draft of the Plan, incorporating the integrated, tiered system, identified above in paragraph 4.
6. In June and July 2018, the Sponsor Group and the Office of Family Engagement and Community Partnerships will seek feedback on the Plan from families, teachers, and community partners.
7. In July and early August 2018, the Sponsor Group will review and consider incorporating into the Plan the feedback identified in paragraph 6.
8. In August 2018, the Sponsor Group will communicate with building administrators about the Plan and make any final modifications to the Plan.
9. On or before September 1, 2018, the District will submit its Plan to MDHR.

¹ The Sponsor Group includes the following District personnel: Superintendent; Assistant Superintendents; Chief Academic Officer; Director Of Specialized Services; Supervisor of the American Indian Program; Director of Research and Evaluation; Assistant Director, Department of School Climate and Support, Office of College and Career Readiness; Assistant Director, Department of Graduation Progress and Acceleration, Office of College and Career Readiness, and General Counsel's Office.

² This work group includes the following District personnel: all members of the Sponsor Group; Social Workers; School Counselors; PBIS Lead; Restorative Practices Supervisor; School Improvement Lead; Supervisor, Office of Specialized Services; Assistant Director, Equity/Office of Teaching and Learning; Director, Office of Leadership Development; Director, Office of Family Engagement and Community Partnerships; Assistant Director, Personalized Learning/Office of Teaching and Learning; and Principals.