

**Minnesota Department of Human Rights and  
Independent School District No. 742  
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights (“Department”) and Independent School District No. 742, St. Cloud (“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, prior to initiation of any contact by Department, the District initiated a comprehensive review of its disciplinary policies and practices designed to (1) comply with state and federal law, (2) assure high standards of behavior, (3) adopt and maintain non-exclusionary disciplinary practices to the maximum extent feasible, and (4) to monitor implementation of those policies so as to assure equitable treatment of all students.

WHEREAS, subsequent to those efforts by the District, the Department initiated a statewide effort to address issues related to differences 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, 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 out of school suspensions for students, and to the maximum extent reasonably possible to keep students in school.

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 retains the right to select the specific strategies it feels are best for its school community.

WHEREAS, the District has already proactively implemented a number of steps in an effort to reduce out of school suspensions for students regardless of their race, nationality, disability, gender or ethnicity 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. Among those steps – already implemented before commencement of MDHR’s efforts, are the following:

- a. Elimination of zero tolerance policies, except where required by law
- b. Implementation of an in-school suspension policy designed to remove disruptive students from the classroom when necessary and place them in a temporary alternate instructional setting where they will experience less adverse effect and loss of learning
- c. A robust and fully implemented Positive Behavior Intervention and Support program
- d. Restorative justice
- e. Culturally responsive instructional practices
- f. Social and Emotional Learning
- g. Additional staff training in classroom management, conflict resolution, and ways to de-escalate classroom disruption and misconduct
- h. Programs to engage families
- i. Educating students on conflict resolution skills
- j. A significant expenditure of district resources to provide in school alternatives to suspension

WHEREAS, the Department has not received any kind of charge of discrimination regarding the District’s discipline policies and procedures and has not made any findings as to the root cause of any differences in rates of discipline 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 that it is unaware of any circumstance in which a student in the District was subject to differential treatment in a student discipline matter based on a protected class status.
2. Nothing in this agreement shall be read to detract from the District's rights and responsibilities under the laws granting the power to operate the District and carry out its functions.
3. The District is voluntarily entering into this Agreement because it is interested in being an active participant in the Department's statewide efforts to explore ways to maintain high standards of behavior while keeping students of all races, genders and ethnicity in the classroom and in hopes that the Department's efforts will align with the District's interests in strengthening, promoting, and improving its existing anti-discrimination policies and procedures.
4. The District has developed and submitted to the Department an Educational Plan (Plan), which is attached as Exhibit A to this Agreement.
5. The District will maintain discretion to determine how to undertake the efforts outlined in the Plan.
6. 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

7. At a minimum, the annual report will include the following information:
  - a. The intended outcomes;
  - b. Specific steps the District took to comply with the requirements of Section 4;
  - c. Metrics the District developed to measure the effectiveness of Section 4;
  - 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;
  - e. Any changes implemented by the District in light of the data analysis required pursuant to Section 4.
  
8. The Department may identify any concerns with the District's semi-annual reports by no later than sixty (60) days after the report is submitted. 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 solution, and (e) provide the District reasonably sufficient time to remedy the Department's identified deficiencies. The Department's failure to provide a timely response to the District's report will be deemed acceptance of the report by the Department.
  
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 for students of all races, genders and ethnicities. The District reserves the right to dissent or otherwise disassociate itself from the legislative proposals in its sole discretion; and
  - d. Develop and recommend best practices for school boards, superintendents, discipline supervisors, principals, teachers, staff and discipline assessment

teams on the issues identified within this Agreement. The District retains full discretion to implement recommended practices as it sees fit.

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 information collected from external stakeholders statewide 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.
  
13. 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 20 and expire on September 2, 2022.

14. 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.

15. The Department agrees that the District commitments outlined in this Agreement, if implemented consistent with the Agreement, are reasonably calculated to address any discipline disparities that may exist within the District.

16. 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 Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq.*

17. 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.

18. 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.

19. 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.

20. This Agreement begins on the date that the parties execute it and automatically expires on September 1, 2021.

21. 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.

22. 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.

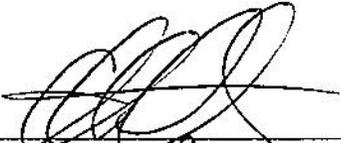
23. Minnesota law will govern the construction and interpretation of this Agreement. No rule of strict construction shall apply against either Party as both Parties equally drafted the Agreement. In the event of a dispute regarding enforcement of this Agreement, the parties will engage in mediation for a period of at least 30 days. Any dispute regarding the interpretation of this Agreement or its implementation will be venued in District Court for Ramsey County, Minnesota.

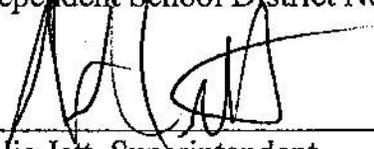
24. This Agreement and Exhibit A shall be effective only upon its approval by the District's School Board.

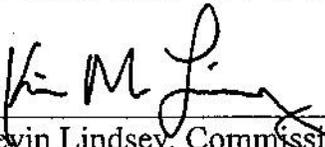
9/21/18  
Date

9/21/18  
Date

9/4/18  
Date

  
Al Dahlgren, School Board Chair  
Independent School District No. 742

  
Willie Jett, Superintendent  
Independent School District No. 742

  
Kevin Lindsey, Commissioner  
Minnesota Department of Human Rights

## **Exhibit A**

In compliance with the Agreement between the Minnesota Department of Human Rights and St. Cloud School District 742, the School District agrees to implement the following practices. The District reserves the right to adjust these practices with substantially equivalent practices based upon experience and evaluation of their success.

### **School Board**

The School Board shall:

1. Receive annual reports from the administration regarding suspension data and exclusionary practices;
2. Provide at least annually opportunities at school board meetings for parents and students to provide feedback and input concerning the District's discipline policy and the implementation of the policy by school personnel;
3. Provide the Superintendent and school personnel with adequate resources, support, and training, within its available financial resources, to implement the District's discipline policy and corrective action strategies with fidelity; and
4. Regularly review and approve school discipline policies with continued focus on keeping students in school while assuring that classrooms and schools provide safe learning environments.

### **Superintendent**

The Superintendent shall:

1. Provide sufficient oversight and leadership of District's suspension and expulsion decisions;
2. Offer 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; and
3. Submit all information and required reports under this Agreement to the Department by the identified dates. The Superintendent may delegate this responsibility to the Assistant Superintendent.

### **Assistant Superintendent**

The Assistant Superintendent shall:

1. Review data and disciplinary records from each site;
2. Identify areas of concerns and report to the Superintendent, Cabinet, Leadership team;
3. Provide corrective recommendations to the Superintendent;
4. Act as the District's point person for parents and students regarding discipline;
5. Ensure school personnel receive training on implicit bias, cultural competency, de-escalation techniques, conflict resolution, and age-appropriate responses to behavior, to ensure successful implementation of the District's corrective action strategies;

6. Coordinate efforts within the District to analyze policies and practices, which may lead to disparate outcomes in suspensions. If an analysis demonstrates disparate outcomes for students of color or students with disabilities, the District shall address the disparity by taking prompt corrective measures. The District will analyze the following policies and practices:
  - a) Removal of students from class – Consistent application by school personnel within each school for removing students from class, training provided to school personnel on when it is appropriate to remove students from class, and consistency of feedback provided to school personnel if deviations occur in the implementation of policy;
  - b) Involvement of parents – Consistent application by school personnel within each school of when to involve parents in attempts to improve a student’s behavior, training provided to school personnel on when and how best to involve parents, and consistency of feedback provided to school personnel if deviations occur in the implementation of policy;
  - c) Early identification – Consistent application by school personnel within each school on how to identify students that may be at risk for suspension, training provided to school personnel on identifying students, and consistency of feedback provided to school personnel if deviations occur in the implementation of the policy;
  - d) Trauma informed – Consistent application by school personnel within each school on how to best serve students that have experienced trauma, training provided to school personnel in interacting with students that have experienced trauma, support and services provided to school personnel who regularly interact with students that have experienced trauma, and consistency of feedback to school personnel if deviations occur in the implementation of the policy;
  - e) School Bullying – Consistent application by school personnel on the district bullying policy, training provided to school personnel on the district bullying policy, and consistency of feedback provided to school personnel if deviations occur in the implementation of the district’s bullying policy;
  - f) Alternative Educational Services – Analyze whether students are receiving adequate alternative educational services during suspension, analyze whether students of color are receiving similar alternative educational services as compared to their peers who are not students of color, and analyze whether students with disabilities are receiving similar alternative educational services as compared to their peers who are not students with disabilities;
  - g) Alternative Placement – Analyze whether schools place students of color in alternative school settings at a disparate rate as compared to their Caucasian peers;
  - h) Student Engagement Survey – Assess the effectiveness of District strategies that seek to increase engagement of students of color and students with disabilities in school activities. Identify and implement strategies that will increase engagement of students of color and students with disabilities in school activities;
  - i) Communicate practices that are yielding positive results in reducing suspension disparities throughout the District; and

- j) Analyze the intersection of race and disability status by assessing whether the District suspends students with disabilities who are also students of color at disproportionately higher rates than students with disabilities who are not students of color.
7. The Assistant Superintendent shall continue to support and monitor the district wide implementation of Positive Behavior Interventions and Support (PBIS) at each site including:
- a) Establish, define, teach, and practice three to five positively stated schoolwide behavioral expectations that are representative of the local community and cultures;
  - b) Develop and implement a consistent system to be used by all staff to provide positive feedback and acknowledgment for students who display schoolwide behavioral expectations;
  - c) Develop and implement a consistent and specialized support system for students who do not display behaviors consistent with schoolwide positive expectations;
  - d) Develop a system to support decisions based on data related to student progress, effective implementation of behavioral practices, and screening for students requiring additional behavior supports;
  - e) Use a continuum of evidence-based interventions that are integrated and aligned to support academic and behavioral success for all students; and
  - f) Use a team-based approach to support effective implementation, monitoring progress, and evaluating of outcomes.
8. At the start of the fall semester of the 2018–2019 school year, the Assistant Superintendent shall review the District’s Code of Conduct with principals, with a focus on consistency in the application of discipline rules and the use of exclusionary practices across all sites.

**Principals**

Principals shall:

- 1. Ensure that the District’s discipline policy is implemented by school personnel with fidelity.
- 2. Ensure PBIS is implemented by school personnel at their sites by all school staff including:
  - a) Establish, define, teach, and practice three to five positively stated schoolwide behavioral expectations that are representative of the local community and cultures;
  - b) Develop and implement a consistent system to be used by all staff to provide positive feedback and acknowledgment for students who display schoolwide behavioral expectations;
  - c) Develop and implement a consistent and specialized support system for students who do not display behaviors consistent with schoolwide positive expectations;

- d) Develop a system to support decisions based on data related to student progress, effective implementation of behavioral practices, and screening for students requiring additional behavior supports;
  - e) Use a continuum of evidence-based interventions that are integrated and aligned to support academic and behavioral success for all students; and
  - f) Use a team – based approach to support effective implementation, monitoring progress, and evaluating of outcomes.
3. Collaborate with school personnel to develop a process by which school personnel review and analyze suspension decisions on a regular basis. Principal(s) shall identify the school personnel that will be responsible for reviewing and analyzing suspension decisions.
  4. Support students in positive SEL strategies through the implementation of Student Support Rooms staffed with Behavior Resource Specialist and Behavior Support Specialists

### **Special Education**

The Special Education Department shall:

1. Provide a continuum of special education programming which includes a Level IV behavior program for students with Emotional or Behavioral Disorders and specialized programming for students with Development Cognitive Disabilities who have challenging behaviors.
2. Provide job specific and embedded onboarding for paraprofessional and behavior support specialist working with students in the Special Education programs of the District.

### **Equity Department**

The Equity Department shall provide staff and resources within its budget to support underrepresented students and families through a variety of programming including but not limited to the following:

1. American Indian Programs
2. Student Leadership Groups
3. Academic Support Programs
4. Parent Community Involvement Committees
5. Family & Community Outreach
6. SEL and Restorative Support Programs
7. Parents in Action Program

### **Professional Development**

The District shall continue to provide relevant professional development and programming opportunities and support for implementation for identified school staff in the following areas:

1. Instruction in Social Emotional Learning
2. Envoy Behavior Management Program
3. Restorative Practices
4. Conscious Discipline
5. Trauma Informed Schools
6. Culturally and Linguistically Responsive Instruction (CLR)
7. Building Assets and Reducing Risks (BARR)

The District will develop metrics to measure the efficacy of the above professional development and programming opportunities.

### **Community Engagement**

The District has engaged the community using the following strategies and will continue its community engagement with groups representing the diversity of our community:

1. Community Cafes
2. Meetings with Somali Elders and District Administration
3. Site Based Meetings with various Parent Groups (i.e. Somali, African American, American Indian parent groups)
4. Family Engagement Nights

### **School Resource Officers**

District Administration shall regularly meet with local law enforcement agencies to monitor and support the work of School Resource Officers consistent with District discipline policies and procedures.