

**Minnesota Department of Human Rights and
Independent School District No. 284
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights (“Department”) and Independent School District No. 284, Wayzata (“District”). The Department and the District are each a “Party,” and 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 (“School Districts”) and charter schools (“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 may 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 engagement and academic achievement by reducing the disparate suspension and expulsion outcomes, if any, 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 alleged to be disparate.

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 it has jurisdiction over disparate impact claims in education under the Act.

Therefore, the Department and District, agree as follows:

1. The Parties acknowledge that the Minnesota Legislature broadly defines by statute the grounds upon which a student may be suspended, expelled, or excluded from school. The District recognizes the Minnesota Human Rights Act prohibits the District from suspending, expelling, or excluding a student from school based on a student's protected class status. 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 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.

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 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. 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
- d. 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 thirty (30) days after the report is received by the Department. 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. The Department's failure to provide a timely response to the District's report will be deemed acceptance of the report by the Department.

8. 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 at least one representative 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; 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.

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 19 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. 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.

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 way or manner violated the Act.

19. This Agreement begins on the date of execution by both Parties and ends 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. This Agreement and Exhibit A shall be effective only upon its approval by the District's School Board.

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 Agreement shall be filed in Ramsey County district court.

23. 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 subject to this Agreement.

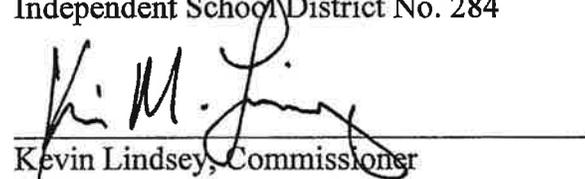
7-9-18
Date


Sarah Johansen, School Board Chair
Independent School District No. 284

7-9-18
Date


Chace B. Anderson, Superintendent
Independent School District No. 284

6/29/18
Date


Kevin Lindsey, Commissioner
Minnesota Department of Human Rights

Wayzata Public Schools
Exhibit A
Education Plan
Working Document: 6-29-18

The purpose of this plan is to describe how the school district will address the student suspension disproportionality issue raised by the Minnesota Department of Human Rights and to identify the roles and responsibilities of the Board, Superintendent, Principals and other relevant individuals. It should be noted that this education plan may undergo some modifications over the duration of this work as new insights are discovered and considered for implementation.

Part I: Overview

To address the disproportionality of student suspensions, the District shall identify/establish a “*Student Discipline Leadership Team*” to oversee the equitable implementation of discipline policies, practices, procedures and accountability for the entire school district. The team will strengthen current and/or identify new programs and processes to improve student behavior, increase student engagement in school activities, and promote a safe and orderly educational environment.

To ensure effective and equitable implementation of discipline policies, practices and procedures, each school within the District shall identify/establish a site – level “*Student Discipline Implementation Team*.” The team will implement effective practices to improve student behavior, increase student engagement, and promote a safe and orderly educational environment. The building principal will chair the site-level team and will be responsible for ensuring that the District’s discipline policy and the identified corrective action strategies for their assigned school are consistently and equitably implemented by school personnel. The principal, working in tandem with the Student Discipline Implementation Team, will determine how to engage students in discussions about positive behavior.

Part II: Roles and Responsibilities

School Board

The School Board shall:

Reaffirm 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 and Strategy Leadership Team (SLT)

The Superintendent and Strategy Leadership Team shall:

- a. Provide sufficient oversight and leadership of the District’s suspension and expulsion decisions;
- b. 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;

- c. Take all necessary steps to ensure the District maintains all relevant documents and data during the duration of this Agreement; and
- d. Submit all information and required reports under this Agreement to the Department by the identified dates.

District Student Discipline Leadership Team

The District Student Discipline Leadership Team shall be comprised of at least one administrator (or administrator designee) from each building and will:

- a. Review the District's student discipline policies and student discipline handbook and make reasonable efforts to ensure clarity about behavioral expectations and descriptions for behavioral infractions that are susceptible to multiple subjective interpretations.
- b. Provide input to school personnel, in collaboration with the Principal, on strategies to:
 - (1) Improve student behavior;
 - (2) Address student behavior by means other than disciplinary action through practices such as de-escalation and restorative practices;
 - (3) Ensure that referrals for discipline are not related to race or disability; and
 - (4) Ensure that discipline actions are effective in addressing student behavior and are not punitive.
- c. Ensure implementation of effective practices and staff training that help to:
 - (1) Prevent school bullying;
 - (2) Address implicit bias in the classroom;
 - (3) Develop cultural competency; and/or¹
 - (4) Improve interactions with students experiencing trauma.
- d. Provide input and support to Principal(s) and school personnel to:
 - (1) Identify a site level student discipline implementation team;
 - (2) Ensure school personnel are aware and have access to available resources to assist them in being successful in the classroom;
 - (3) Identify new practices to more effectively implement identified strategies;
 - (4) Raise awareness of challenges school personnel face when implementing identified strategies; and
 - (5) Identify policy and practices, including but not limited to, those that may minimize interactions that could result in a suspension.
- e. Review disciplinary records from each site to:
 - (1) Monitor results for identified initiatives;
 - (2) Identify areas of concern;
 - (3) Provide recommendations to principals.
- f. Report to the Superintendent by describing the results achieved through the implementation of action strategies.

Site-Level Student Discipline Implementation Team Overview

The Site-Level Student Discipline Implementation Team will implement an evidence-based social-emotional learning program, e.g., PBIS, or an equivalent, that meets the criteria outlined below:

- a. Establish, define, teach and model school-wide behavioral expectations that are representative of the local community and cultures.
- b. Retain/refine the existing methods and/or develop and implement a consistent system to be used by staff to provide reinforcement and acknowledgment for students who demonstrate positive behaviors.
- c. Retain/refine the existing methods and/or develop and implement a specialized support system for students who do not demonstrate behaviors consistent with school-wide expectations.
- d. Retain/refine the existing methods and/or develop and implement a system to support decisions based on data related to student progress, effective behavioral practices, and screening for students requiring additional behavior supports.
- e. Use a continuum of evidenced-based interventions that are integrated and aligned to support behavioral success for all students.
- f. Use a team-based approach to support effective implementation, progress monitoring, and evaluation of outcomes. Evaluation of outcomes will occur for individual students as appropriate and for the school as a whole, quarterly.
- g. Ensure school personnel receive appropriate training, as determined by site and district professional development teams, on one or more of the following: implicit bias, cultural competency, de-escalation techniques, conflict resolution, and age-appropriate responses to behavior to ensure implementation of the District's corrective action strategies.
- h. Coordinate efforts within the school to evaluate policies and practices, which may lead to disparate outcomes in suspensions, and make changes as appropriate.
- i. Report to District Student Discipline Leadership Team describing the results achieved through the implementation of corrective action strategies.

Part III: Accountability and Reporting

- a. The principal is responsible for reporting to the District Student Discipline Leadership Team describing the results achieved through the implementation of corrective action strategies.
- b. The District will appoint an administrator to review the 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.

- c. The District Student Discipline Leadership Team will meet at least twice a year to review site level results.
- d. An annual report will be prepared for the Superintendent summarizing the results achieved by corrective action strategies.

Part IV: Other

The District will ensure appropriate communication to 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 that do not involve a possible crime, except that a School Resource Officer that 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.