

**Minnesota Department of Human Rights and  
Independent School District No. 347  
Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights (“Department”) and Independent School District No. 347, Willmar (“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 attempts to address 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 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 acknowledges that disparities among different student groups in the rates of student discipline incidents is a complex issue that exists in schools across the country. The Department agrees that the District’s commitments outlined in this Agreement are reasonably calculated to address any discipline disparities that may exist within the District.

WHEREAS, the Department acknowledges that the Minnesota Legislature broadly defines by statute the grounds upon which a student may be suspended, expelled, or excluded from school. The Department recognizes that it lacks authority to require the District to refrain from suspending, expelling, or excluding a student based upon the grounds articulated in Minnesota’s Pupil Fair Dismissal Act in the absence of a violation of the Minnesota Human Rights Act. 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.

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 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 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.
2. 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 that on or before September 30, 2018, the District will develop and submit a Strategic Plan ("Plan") to the Department. An initial draft of the Plan is attached to this Agreement as Exhibit A, and the final plan shall be incorporated into this Agreement as Exhibit B. The plan will include, at a minimum, the following elements:
  - a. 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. The District will also

continue its efforts to incorporate these strategies into in-service and other professional development opportunities for staff.

- b. The District will implement a system of its choosing for tracking suspensions, including in-school suspensions, expulsions, and exclusions at each school site. The tracking system will include the reason for each suspension, expulsion, or exclusion, the name of the individual who imposed the discipline, 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.
  - c. The District will obtain input from students, parents, and teachers concerning the Plan identified in Exhibit B.
  - d. 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 sole discretion, decide what action, if any, should be taken based on the feedback.
  - e. Prior to the start of the 2018-2019 school year, the District will review its student discipline policies and student discipline handbook and make reasonable efforts to either remove or define offenses that are susceptible to multiple subjective interpretations.
  - 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 that do not involve a 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.
3. The District will maintain discretion to determine how to undertake the efforts outlined in Section 2 above.
  4. 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 January 15 of each year, and the second semi-annual report by July 15. Each report will address activity for the preceding six months. The First semi-annual report is due to the Department on January 15, 2019.
  5. At a minimum, the annual report will include the following information:
    - a. Specific steps the District took to comply with the requirements of Section 2;

- b. 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;
  - c. Any changes implemented by the District in light of the data analysis and student, parent, and teacher feedback required pursuant to Section 2.
6. 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 potential deficiencies with the submission provided by the District; (b) identify how the Department believes the District can address the deficiencies; (c) give the District an opportunity to respond and/or propose solutions; and (d) provide sufficient time for the Parties to discuss and/or potentially remedy the identified deficiencies.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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. This paragraph will not be construed to prohibit the Department from investigating charges of discrimination for District decisions or actions that are not subject to this agreement or for any charges the Department receives from third parties. The obligations of this paragraph survive the expiration of this Agreement contained in Paragraph 17 and expire on September 2, 2022.

12. The Parties acknowledge that the release of information concerning this matter is governed by the Family 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.

13. 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.

14. 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.

15. 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.

16. Either party to this Agreement may be held liable for any substantial breach of this Agreement, although the parties agree that no monetary damages may be sought or recovered in any such legal action. If either party believes the other party is in substantial breach of this Agreement, the non-breaching party will explain in writing why it believes the breaching party is in breach of the Agreement and will request a meeting. If the Parties are unable to resolve the outstanding issue, the Parties may agree to consider formal mediation. A non-breaching party may only initiate judicial proceedings to enforce this Agreement if the parties reach an impasse after negotiating in good faith for 30 days after the notice of breach is delivered.

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

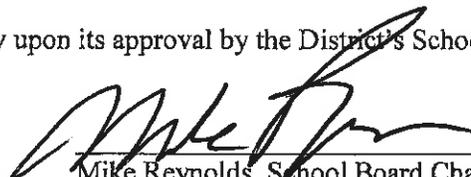
18. The parties to this Agreement acknowledge that they have read and have gained an understanding of the terms of this Agreement, that legal counsel has represented them or they had the opportunity to retain legal counsel, and they are voluntarily entering into this Agreement.

19. 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.

20. 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.

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

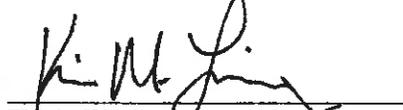
7/16/18  
Date

  
Mike Reynolds, School Board Chair  
Willmar School District

7/16/18  
Date

  
Dr. Jeff Holm, Superintendent  
Willmar School District

7/16/18  
Date

  
Kevin Lindsey, Commissioner  
Minnesota Department of Human Rights

## **Exhibit A**

### **Willmar School District Initial Draft Plan**

The District is creating and implementing the following plan in order to participate in current statewide efforts to address student discipline disparities in Minnesota, along with a number of other schools and the Minnesota Department of Human Rights. This plan is calculated to address any discipline disparities that may exist within the District.

#### **Statement of Commitment:**

The District is committed to ensuring that: learning occurs in safe and supportive environments; every student has an equal opportunity to participate in fully and to succeed in a quality education; and student discipline policies and procedures are implemented in a consistent manner.

#### **Roles and Responsibilities:**

- |                    |  |
|--------------------|--|
| School Board:      | The School Board shall retain the ultimate responsibility for ensuring that the plan conforms to broader District policies, to set strategic direction for the District, and to ensure that staff are following the plan.          |
| Superintendent:    | The Superintendent shall retain the ultimate responsibility for ensuring that the plan is being followed, and for assigning appropriate staff members to complete relevant portions of the plan.                                   |
| School Principals: | School Principals shall ensure that they are following the plan and recording and reporting data as required by the plan, and to ensure that the District-wide discipline policies are being followed in their individual schools. |

#### **Plan:**

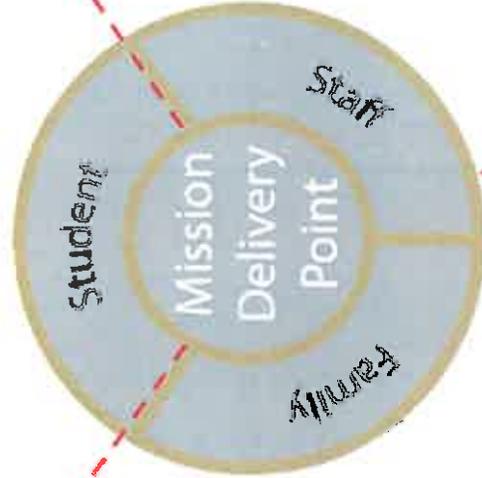
1. The District will implement and enforce a system for schools and administrators to track office referrals, suspensions, including in-school suspensions, expulsions, and exclusions at each school site. The tracking system will include the reason for each office referral, suspension, expulsion, or exclusion, the name of the individual who imposed the discipline, and the name, grade, race, and disability status of the student. Superintendent, Dr. Jeff Holm, along with the District's Administrative Cabinet, will review all 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.

2. The District will consult with 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. Consultation is defined as listening to stakeholders' concerns regarding the plan and considering stakeholders' ideas regarding the plan. 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.
3. 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 that do not involve a 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.
4. The District will select a representative or representatives to attend and participate in the meetings of the Diversion Committee that has been organized by the Minnesota Department of Human Rights.
5. The District will make the semi-annual reports outlined in the Agreement with the MDHR.
6. The District has a strategic plan that identified the mission, vision, core values and strategic directions for the District (see attached strategic map). The District also has adopted Mission Delivery Point Experiences, which describes the desired outcome for students, staff, and families (see attached mission delivery point experience). The District will continue its work to align the District's strategic plan with the goals outlined in this plan, with the goal of finalizing the plan by September 2018. Elements in the current strategic plan initiatives that will support the goals outlined in this plan include:
  - **Studying alternatives to suspension, with consideration of implementation of strategies** - The Superintendent attended Minnesota Department of Education sponsored training on Restorative Practices in preparation for this initiative. Elementary Schools in Willmar Public School District have PBIS in place;
  - **Improvement of all staff members' cultural competence** - The Superintendent has registered for a training session on the Intercultural Development Inventory (IDI) in October of 2018. The District is considering administering the IDI to all staff and to utilize the results to provide professional development in the area of implicit bias and cultural competence.

- **Define Cultural Liaisons' roles** – The District employs cultural liaisons in each school site, as well as at a District level. This initiative will result in uniform and consistent expectations for those who serve in the role of cultural liaisons as they serve families and students.
7. The District's strategic plan calls for the Board to engage in annual review of 1/3 of all District policies, including revisions and new policies as suggested by the Minnesota School Boards Association (MSBA). The District will review and revise its School Board Discipline Policy through the Board's Policy Committee, and shall solicit feedback on the Policy from parents, students, staff members, and members of the community at public meetings, in keeping with the strategic plan initiative calling for Board public engagement. The District will endeavor to complete this review by September 2018.

# Mission Delivery Point Experiences

- I enjoy learning and my school; it's fun, engaging, worthwhile, and relevant.
- I am cared for and liked; I feel accepted for who I am, valued, loved, greeted by name.
- I am confident, resilient, and successful; I can do this, I can deal with challenges.
- I feel safe and supported; I don't worry about my safety, and I receive help when needed.
- I am responsible for myself, my learning and my growth.



- I feel welcomed, respected and listened to; staff understands and respects our family's culture and conditions, we are greeted by name.
- I feel my child is valued, safe and supported; academically, socially, and emotionally.
- My child is confident, resilient, and successful.
- I am responsible to be a partner in my child's education; I am informed and engaged.
- Our schools and district are excellent; my child's teachers are highly competent, our district reputation is solid and a point of pride.

- I enjoy my work, colleagues, and school.
- I am valued and respected; I have input to key school decisions, and I feel supported.
- I am confident, resilient, and successful.
- I feel safe and supported; I am provided the tools and prepared to do my job, I am knowledgeable of what goes on in the district.
- I make a difference every day.
- I am responsible to be a trustworthy team member.

# District Strategic Roadmap

<p><b>Mission</b></p> <p><i>Our Core Purpose</i></p> <p><b>Inspiring and preparing all learners for their future in our community and the world.</b></p>	<p><b>Core Values</b>      <i>Drivers of Our Words and Actions</i></p> <p><b>High Expectations</b>    <i>Committing to excellence and achievement</i></p> <p><b>Respect</b>                <i>Working hard for self and being nice to others</i></p> <p><b>Perseverance</b>         <i>Overcoming challenges and setbacks</i></p> <p><b>Responsibility</b>        <i>Doing the right thing, in the right way</i></p> <p><b>Relationships</b>         <i>Caring and connecting with others</i></p> <p><b>Unity</b>                    <i>Valuing our differences with shared goals and vision</i></p>
<p><b>Vision 2020</b></p> <p><i>What We Intend to Create</i></p> <p><b>Willmar Public School District 347 will be the District of Choice to learn and work where:</b></p> <ul style="list-style-type: none"> <li>• I am inspired and valued,</li> <li>• I am supported in a culture of respect, and</li> <li>• I am engaged through partnerships between families, community, and district.</li> </ul>	<p><b>Strategic Directions</b>      <i>Areas of Focus for Improvement</i></p> <p><b>A. Strengthening Family and Stakeholders Engagement</b></p> <p><b>B. Aligning Academic Curriculum, Assessments, and Delivery</b></p> <p><b>C. Strengthening Instructional Design and Delivery</b></p> <p><b>D. Strengthening School Climate and Relationships</b></p> <p><b>E. Refining Our Systems to Better Meet Unique Student Needs</b></p> <p><b>F. Managing Our Resources Responsibly and Innovatively</b></p>

Adopted December 12, 2016