

INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: February 26, 2018

SUBJECT: Minnesota Department of Human Rights Agreement

ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby   
Assistant Superintendent

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School 271 approves the attached Agreement with the Minnesota Department of Human Rights and authorizes its Chair and Superintendent to sign the Agreement on behalf of the School District.

**REVIEW AND RECOMMENDATION OF SUPERINTENDENT:**

Approve. 

**DETAILED BACKGROUND:**

The District received a letter from the Minnesota Department of Human Rights (MDHR) dated October 23, 2017, regarding out-of-school suspensions. District administration has been working with the MDHR to address issues identified. In collaboration with the MDHR, the District's discipline plan and agreement are acceptable to both parties. The District's legal counsel has been involved in this process. Administration recommends approval of the agreement.

## **Minnesota Department of Human Rights and Bloomington School District, #271 Agreement**

Minnesota law prohibits discrimination in education because of race, color, creed, religion, national origin, sex, marital status, disability status with regard to public assistance, sexual orientation, and age. The opportunity to obtain full and equal utilization of educational institutions is a civil right. Minn. Stat. §363A.02.

The Minnesota Department of Human Rights (Department) enforces the Minnesota Human Rights Act (Act) and eliminates unfair discriminatory practices through the initiation and investigation of administrative charges and through education, conference, conciliation, and persuasion. Minn. Stat. §363A.06.

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 Bloomington School District (District) provides public education to all school aged children within its district and is responsible for the District's budget, curriculum, personnel, and facilities.

On October 30, 2017, the Department and District met to discuss the suspension and expulsion data the District submitted over the past five years to the Discipline Incident Reporting System (DIRS) maintained by the Minnesota Department of Education (MDE). The Department identified disparities in the rate in which District suspended or expelled African-American students, students of color, and students with disabilities when the decision-making involved subjective, discretionary decisions. The Department also identified concerns with the number of suspensions and expulsions the District assigned African-American students, students of color, and students with disabilities relative to their enrollment in the District.

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 a commitment to:

- Work together on behalf of all Minnesota 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.

The Department and District wish to reduce the unnecessary use of exclusionary discipline which can have serious, long term, and detrimental effects on student engagement and academic achievement.

The Department and District recognize that there are many corrective action strategies that can be implemented within a school environment and that the District should have the ability to select the specific corrective action 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 suspension and expulsion decisions within the District.

The Department and District recognize that the Department may be able 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 has developed and submitted to the Department a Discipline Plan (Plan), which the Parties attach as Exhibit A to this Agreement. The Plan will focus on conduct that the District would report to MDE in the following DIRS categories: attendance, bullying, cyber bullying, harassment, disruptive/disorderly conduct/insubordination, threat, intimidation and other. The Plan will identify the role and responsibilities of the Board, Superintendent, Principals, and other relevant individuals to ensure discipline is properly implemented as identified within the Plan. The Plan will also include a section outlining the engagement effort of the District to ensure input from students, parents, and teachers to obtain qualitative data on a regular and on-going basis throughout the length of this Agreement.
2. The District will submit semi-annual reports to the Department demonstrating its efforts to comply with the provisions of this Agreement and to implement its Plan. The District will provide semi-annual reports by September 1 of each year, and the second semi-annual report by February 1. The September report will address activity for the preceding months of January through June. The February report will address activity for the preceding months of July through December. The first semi-annual report is due to the Department on September 1, 2018.

3. At a minimum, the semi-annual report will include the following information for each strategy the Plan identified:
  - a. The intended outcomes;
  - b. Specific steps the District took to implement the strategy;
  - c. Metrics the District developed to measure the effectiveness of the strategy; and
  - d. Any changes implemented by the District in light of results in the reporting period.
  
4. The semi-annual report will also include the following information:
  - a. The names of all students that have been suspended or expelled;
  - b. The names of the student's parent(s) or legal guardian(s);
  - c. The telephone and mailing address contact information for the student's parents;
  - d. Date the student was suspended;
  - e. Date the student's parent(s) or guardian(s) were contacted regarding the suspension;
  - f. The race, ethnicity, national origin, and gender of the student suspended;
  - g. Whether the student is recognized as a student with a disability;
  - h. The reason why the student was suspended;
  - i. The length of suspension; and
  - j. Dates the student was previously suspended during the academic school year.
  
5. The Department, in collaboration with MDE, School Districts, and Charter Schools, will create a Diversion Committee during the 2017-2018 school year. The Diversion Committee is intended to be a space in which school districts and charter schools can network and share their best practices. The District will designate a representative or representatives to serve on the Diversion Committee.
  
6. 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; and
  - d. Develop and suggest recommendations for school boards, superintendents, discipline supervisors, principals, teachers, staff and discipline assessment teams on the issues identified within this Agreement. It is not intended that these recommendations are mandatory practices for Districts. However, if a District is not making progress on its goals, the Department may encourage the District to try some of the recommendations of the Diversion Committee.
  
7. 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.

8. The Diversion Committee will provide information and suggestions to the Department. Based on the information and suggestions 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 suggestions to reduce suspension and expulsion disparities for students from racial and ethnic minority communities and students with disabilities;
  - c. Facilitate conversations with other government units to explore ways to eliminate duplication of services, barriers for families and students, and improve data sharing;
  - d. Facilitate a legislative policy report;
  - e. Provide technical assistance on civic engagement;
  - f. Provide feedback to District on policies, efforts to reduce suspensions, and data analysis; and
  - g. Use its best efforts to secure resources from private foundations, private businesses, and other governmental units, such as MDE, Minnesota Department of Human Services, Minnesota Department of Health, public housing agencies, and counties.
9. The District agrees that the Department, upon giving reasonable notice to the District to minimize disruption, may conduct an on-site review or request additional information from District to evaluate effective implementation of the Plan and compliance with the terms of this Agreement.
10. 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.*, and the Official Records Act, Minn. Stat. §§ 15.17 *et. seq.*
11. 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. The Parties agree to work collaboratively on any press releases and responses to media inquiries concerning this Agreement.
12. 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. The Parties will meet within 15 days of any such decision to determine if they should modify the Agreement.
13. The Parties do not construe this Agreement 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 in violation of the Act. Subject to paragraph 18 of this Agreement, the Department agrees that this Agreement will not increase the District's exposure to claims of discrimination by the Department related to District's Discipline policy and practices.
14. This Agreement begins on the date that the parties execute it and the Agreement ends upon the District's submission to the Department of the District's September 1 report for the 2020–2021 academic school year.

15. 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.
16. 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.
17. 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 Agreement shall be filed in Ramsey County district court.
18. If the Department believes the District is in violation of Minnesota law or material breach of this Agreement, the Department will notify the District in writing and will identify the specific provisions of this Agreement the Department believes the District is breaching. Before it will pursue an administrative charge or judicial proceedings, the Department will request a meeting with the Superintendent to resolve the outstanding issue. The Department shall only initiate an administrative charge or judicial proceedings to enforce this Agreement if the parties reach an impasse after negotiating in good faith for 30 days.
19. District agrees to notify and provide a copy of this Agreement to the United States Department of Education, Office of Civil Rights (OCR). In the event OCR identifies a conflicting term or provision, the District and Department agree to negotiate, in good faith, an alternative term or provision to this Agreement. The Parties agree that if any term or provision in this Agreement conflicts with any term or provision in any resolution and/or agreement District reaches with the United States Department of Education, Office of Civil Rights (OCR) regarding OCR Docket # 05-15-1068, then the conflicting term or provision in this Agreement shall not be subject to paragraph 18 regarding material breach and initiation of judicial proceedings.
20. 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.

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Date

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Dawn Steigauf, Chair of the Board  
Bloomington School District

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Date

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Les Fujitake, Superintendent  
Bloomington School District

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Date

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Kevin Lindsey, Commissioner  
Minnesota Department of Human Rights