

**Minnesota Department of Human Rights and
Independent School District No. 535
Collaboration Agreement**

This Agreement is entered into by and between the Minnesota Department of Human Rights ("Department") and Independent School District No. 535, Rochester Public Schools ("District"). The Department and the District are 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 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, 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 consensus as to how to address any disparities that may exist.

WHEREAS, the Department and the 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 the District's educational programming; and
- The District applies its student discipline policies and procedures in a consistent and non-discriminatory 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 overuse 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 made any findings as to the root cause of any discipline disparities that may exist within the District and has not made any findings that the District has engaged in any form of discrimination with respect to student discipline.

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 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 its jurisdiction in this area extends to disparate impact claims in education under the Act.

NOW, THEREFORE, the Parties agree as follows:

1. **Voluntary Agreement.** The District is voluntarily entering into this Agreement because it 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 equity work and its existing anti-discrimination policies and procedures. The purpose of this Agreement is to continue the District's efforts to ensure that student discipline is administered fairly and equitably for all students and to address disparities in student discipline for African-American students, students of color, and students with a disability.
2. **Continuation of Ongoing Efforts to Address Student Discipline Issues.** In order to continue its existing efforts 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 for all student populations, the District has

developed and will implement the plan attached hereto as Exhibit A ("Plan"). As noted in the Plan, the District will undertake community engagement efforts to seek input from students, parents, teachers, and other community members and will take input provided through these efforts into consideration as it evaluates the effectiveness of the Plan. The District will maintain discretion to determine how to implement the measures outlined in the Plan and will maintain discretion to determine whether any changes to the Plan should be made based on input from students, parents, teachers, and other community members. The District may at any time seek the Department's approval to modify the Plan, which must be supported by a written explanation of why the District proposes the modification. The Department's approval of Plan modifications will be in writing and will not be unreasonably withheld.

3. **Recognition of Compliance with OCR Resolution Agreement.** The Department acknowledges that disparities among different student groups in the rates of student disciplinary incidents is a complex issue that exists in schools across the country. The Department acknowledges the District is a party to an existing agreement with the United States Department of Education's Office for Civil Rights ("OCR"), Resolution Agreement #05-10-5003 ("OCR Resolution Agreement"), regarding student discipline issues. Among other things, the OCR Resolution Agreement is designed to (1) ensure that the District's discipline policies and procedures are fairly and equitably applied, (2) limit the use of dismissals such as suspensions and expulsions, (3) clarify the role of Police Liaison Officers, and (4) eliminate the use of vague, subjective, or undefined offense categories for student discipline. Nothing in this Agreement will be construed to extend the District's obligations under the OCR Resolution Agreement beyond the dates specifically set forth in the OCR Resolution Agreement. The Parties agree that if OCR issues a statement closing or ending file #05-10-5003, OCR's decision does not affect or change the terms and conditions of this Agreement. The District agrees to notify and provide a copy of this Agreement to 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 the OCR Resolution Agreement, then the conflicting term or provision in this Agreement shall not be subject to paragraph 13 regarding material breach and initiation of judicial proceedings.
4. **Compliance Reporting.** The District will make the following reports to the Department during the term of this Agreement:
 - a. **Data Reporting.** The District will provide semi-annual reports to the Department with 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 six-month reporting period; (2) the offense category for each suspension, exclusion, and expulsion; and (3) disaggregated data showing the breakdown of each suspension, exclusion, and expulsion identified in the report by race and by disability status. The summary data provided pursuant to this Paragraph will be based on information reported through the District's Skyward system, not data collected through the Minnesota Department of Education's Disciplinary Incident Reporting System ("DIRS"). These semi-annual reports will be due on the following dates:

January 31, 2019
July 31, 2019
January 31, 2020
July 31, 2020
January 31, 2021
July 31, 2021

The District will also provide to the Department copies of reports the District provides to OCR after this Agreement is executed.

- b. **Implementation Reporting.** By no later than January 31 and July 31 of each year during the term of this Agreement, the District will provide a semi-annual report to the Department addressing the following issues related to the implementation of the Plan:
- i. Specific steps the District took to implement the Plan;
 - ii. A brief summary of the qualitative and quantitative metrics the District developed to measure the effectiveness of the Plan and the steps taken by the District to measure the effectiveness of the Plan;
 - iii. A description of any policy or procedure changes made as a result of the ongoing data analysis referenced in the Plan; and
 - iv. Any proposals to modify the Plan to eliminate any aspects of the plan that are not achieving their desired outcomes.

The District's first implementation report is due on January 31, 2019. The District will make each implementation report available to its community by posting it on the District's website, presenting it at a public School Board meeting, and reviewing it during community engagement efforts to the extent noted in the Plan. No implementation reporting will be required for the school year 2017-2018.

5. **Department Concerns Regarding Plan Implementation.** The Department will identify any concerns with the District's data or implementation reporting outlined in Paragraph 4 by no later than sixty (60) days after the report is submitted. If the Department contends that any of the District's actions are insufficient to satisfy the terms of this Agreement, it will do the following: (a) specifically identify any deficiencies in the District's compliance and provide specific examples of corrective action that the Department asserts would bring the District into compliance with this Agreement; (b) provide documentation that the Department's proposed corrective action has been accepted within the educational community as a measure that is reasonably likely to reduce disparities in student discipline; (c) give the District a reasonable amount of time to implement the corrective action recommended by the Department or to propose an alternative course of action; and (d) provide the District sufficient time to remedy the identified deficiencies. The Department will provide the District a reasonable opportunity to state and explain its position if the District disagrees with a deficiency identified by the Department.

6. **Diversion Committee.** The District will designate one representative to serve on a Diversion Committee to be created by the Department in collaboration with the Minnesota Department of Education ("MDE") and other Minnesota school districts and charter schools. The District's representative will serve on the Diversion Committee during the term of this Agreement. Upon expiration of this Agreement, the District will maintain sole discretion to decide whether a District representative will continue to serve on the Diversion Committee. 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 create best practices for school boards, superintendents, discipline supervisors, principals, teachers, and staff to utilize as a resource for addressing student discipline issues.
 - e. Provide information and make recommendations to the Department.

The District will at all times maintain sole discretion to dissent or otherwise disassociate itself from any legislative proposal advanced by the Diversion Committee, the Commissioner, or the Department.

7. **Department Obligations.** Based upon recommendations and information provided by the Diversion Committee, the Department will:
 - a. Coordinate external stakeholders to drive toward community based solutions;
 - b. In collaboration with MDE, publish technical guidance on best practices to reduce suspension and expulsion 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; and
 - f. 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.

8. **Dismissal of Charge and Limitation on Future Enforcement Action.** On July 2, 2018 the Department filed a charge of discrimination against the District captioned *Kevin M. Lindsey v. Rochester Public Schools*, Charge No. 68096 (the "Charge"). The District disputes the allegations in the Charge and, in the absence of this Agreement, would have responded to the Charge in writing. Upon execution of this Agreement, the Department will close and dismiss with prejudice the Charge. The Department also agrees not to initiate a charge for a violation of the Act related to a student discipline decision made by the District or any of its representatives prior to the execution of this Agreement. The Commissioner and the Department further agree not to bring a charge based upon a disparate impact theory under the Act that is related to any of the District's student discipline decisions made before or during the term of this Agreement. The obligations set forth in this Paragraph survive termination of this Agreement and expire on September 2, 2022. This Paragraph shall not be construed to prohibit the Department from investigating charges of discrimination that are unrelated to the District's student discipline decisions or any

charges the Department receives from third parties regarding individual discrimination complaints.

9. **No Admission of Liability or Wrongdoing.** 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 finding against the District or otherwise concluded that it has in any way or manner violated the Act.
10. **Agreement as to Adequacy of District Commitments.** The Department agrees that the District's commitments outlined in this Agreement, if implemented consistent with the terms of this Agreement, are reasonably calculated to address any discipline disparities that may exist within the District.
11. **Data Privacy.** The Parties acknowledge that the release of information concerning this matter is governed by the Minnesota Human Rights Act, the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.03 *et. seq.*, and the Official Records Act, Minn. Stat. § 15.17 *et. seq.*, 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 rights of students and their parents or guardians 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 will impair or restrict the District's ability to bring an action to quash a Department-issued subpoena or otherwise seek protective action with respect to a subpoena. 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.
12. **Breach.** If either party believes the other party is in breach of this Agreement, the non-breaching party must put the other party on notice of the alleged breach by explaining in writing why it believes the breaching party is in breach and will request a meeting. If the Parties are unable to resolve the alleged breach, 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 at least thirty (30) days after the written notice of breach is delivered. In the event either party initiates judicial proceedings to enforce this Agreement, the Parties agree that no monetary damages or penalties may be sought or recovered from the alleged breaching party.

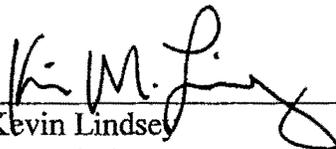
13. **Severability.** If a Court of competent jurisdiction, for any reason, holds any part of this Agreement invalid, unlawful, or otherwise unenforceable, such decision shall not affect the validity of any other part of the Agreement. In the event any portion of this Agreement is declared invalid, the Parties will meet within fifteen (15) days of the declaration and engage in good faith negotiations to determine if they should modify or terminate the Agreement.
14. **Term.** This Agreement begins on the date that the parties execute it and automatically expires on September 1, 2021. This Agreement will become effective only upon approval by the District's School Board.
15. **Signatures.** 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.
16. **No Waiver.** The parties disagree as to whether the Commissioner has authority under the Act to investigate and enforce disparate impact claims in the education context. By entering into this Agreement, the District is not waiving its ability to argue in the future that the Act does not provide authority for the Commissioner and Department to pursue disparate impact claims in education. Likewise, the Commissioner and Department are not waiving the ability to assert the Act does provide authority to pursue disparate impact claims in education.
17. **Governing Law and Equal Drafting.** 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.
18. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the Parties. The Parties have not relied on any promise, representation, statement, or inducement that is not expressly stated in this Agreement. A copy of this document will have the same legal effect as the original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the dates shown below. By signing below, each Party specifically acknowledges that it has read and understands this Agreement; that it has reviewed the terms of this Agreement with legal counsel; and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

MINNESOTA DEPARTMENT OF HUMAN RIGHTS

Date: 9/4/18



Kevin Lindsey
Commissioner

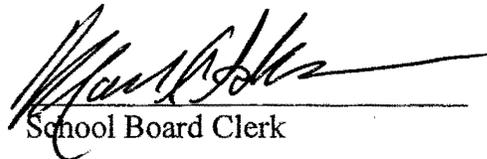
INDEPENDENT SCHOOL DISTRICT NO. 535, ROCHESTER

Date: 9/4/2018



Jean Marwin
School Board Chair

Date: 9/4/18



School Board Clerk

Exhibit A Rochester Public Schools Plan to Address Disparities



ROCHESTER PUBLIC SCHOOLS MISSION

Our Mission is to inspire, challenge and empower all students with the knowledge and skills required to reach their full potential, to contribute to future generations, and to become involved members of a global community.

VISION OF STUDENT SUCCESS

All students who attend Rochester Public Schools will discover their individual passions along with a strong sense of self and purpose. Students graduate equipped with the skills and qualities outlined in the Graduate Profile.

UNIVERSAL GOALS

Access and Equity

Make educational equity a reality by ensuring every student experiences high-quality teaching and learning in a culturally responsive environment.

Student Achievement

Provide teaching and learning environments that engage and empower students to be critical thinkers, ethical contributors, skilled communicators, effective collaborators, resilient learners and success-ready individuals.

Accountability

Fulfill our commitment to students and families by meeting the expectations of the Graduate Profile, and enlist the community to share in this responsibility.

CORE BELIEFS

Quality schools offer engaging and challenging programs, caring and committed staff, collaborative and visible leaders, and instruction that considers the passion, interest, and needs of each student.

It is possible to increase academic achievement for each and every student.

Family and community engagement and effective partnerships are essential to achieving our vision for student success.

Students play a critical role in their learning. It is critical to identify and understand the academic, cultural, developmental, emotional, and social needs of the student.

Equity is a lens through which all decisions should be made. Education equity is the condition of justice, fairness, and inclusion in our systems of education so that all students have access to the opportunity to learn and develop to their fullest potential.

POSITIVE SCHOOL CLIMATE		
ACTION STEP	PERSON(S) RESPONSIBLE	TIMELINE
Annual review of student handbook and applicable school board policies, including soliciting parent, student, and staff feedback	School Board/Cabinet	May/June
PBIS framework implemented at all sites	Administration/Site PBIS Teams	Ongoing
Foster positive staff and student relationships: Responsive Classroom, Love and Logic, Restorative Practices, AVID, Sanneh Foundation (Dreamline)	District and Building Leadership	Ongoing
Meeting with Police Liaison Officers	Superintendent/District Leadership/Building Leadership	Quarterly
Integrate CLRT (Culturally and Linguistically Responsive Teaching) strategies into teacher evaluation tool (CLASS Tool)	District Discipline Supervisor/Midwest Plains Equity (District Equity Experts)	Emerging

PROFESSIONAL DEVELOPMENT/INSTRUCTIONAL PRACTICES

ACTION STEP	PERSON(S) RESPONSIBLE	TIMELINE
CLRT Practices: ongoing training with Dr. Hollie	All Certified Staff	Back to School Training (August 24, 2018)/Ongoing
Develop building cohorts receiving extended training in CLRT	Selected staff at each site	Ongoing
Ongoing internal coaching support for CLRT	Instructional Coaches/Equity Specialists/Equity Implementation Associate	Ongoing
Crisis Prevention and Intervention Strategies training	All Administration/Select Special Ed Staff	Annually
ENVoY (non-verbal classroom management strategies)	All certified K-8	Ongoing
Extended ENVoY for Special Education Staff	Selected K-8 Special Education Staff	Ongoing
Dr. Treuer training on Native American cultural responsiveness	All Certified Staff and Paraprofessionals	Back to School Training (August 24, 2018)
PBIS training including collaboration with Dr. Hollie	All School Sites	Quarterly
Provide training on Student Handbook to all staff, administrators and other personnel responsible for response to student behavior	District Administration/Site Administration	Completed by end of September each school year
Site and departments develop Equity Action Plan	District Administration/Site Administration/Staff	Leadership Training (August 2, 2018)/Ongoing

BEHAVIOR INTERVENTIONS

ACTION STEP	PERSON(S) RESPONSIBLE	TIMELINE
Consistent Office Referral forms across the District	District Administration/Site Administration	Ongoing
Clear and consistent definitions of Level I and Level II behaviors	District Administration/Site Administration	Ongoing
Standardization of responses to specific behaviors	District Administration/Site Administration	Ongoing
District oversight of suspensions that fall outside the behaviors outlined in the Student Handbook	Department of Elementary & Secondary Education	Ongoing
District oversight of referrals to law enforcement	Discipline Supervisor	Ongoing
Implementation of Rochester Alternative to Suspension Program (RASP)	Department of Student Services	Ongoing

PROGRESS MONITORING

ACTION STEP	PERSON(S) RESPONSIBLE	TIMELINE
Analyze data concerning exclusions, suspensions and expulsions disaggregated by race, disability, school, and the most frequent reasons for discipline leading to school removal	School Board/Site Administration/District Administration/Discipline Supervisor	Monthly at school sites, Semi-Annually for the School Board
District Discipline Supervisor to meet monthly with each building administration to review all suspension data broken down by race and disability status	Discipline Supervisor/building administrator	Monthly
Inclusion of Behavior Goal within Site Improvement Plan	Building Administrator/Building Leadership Team	August/quarterly monitoring
Site Improvement Plan Presentation (each plan includes a student behavior goal)	Superintendent/Cabinet/Building Leadership Teams	Annually

STUDENT, FAMILY, STAFF, COMMUNITY ENGAGEMENT

ACTION STEP	PERSON(S) RESPONSIBLE	TIMELINE
Student School Board – monthly meeting with student representation from all secondary sites	Superintendent/District Discipline Supervisor/School Board	Monthly
Superintendent Listening Posts – opportunity for parents and stakeholders to discuss topics of interest	Superintendent/Cabinet	Quarterly
Student Listening Posts (Secondary Level) – opportunity for students to discuss topics of interest	Superintendent/Cabinet/ Building Leadership	Quarterly
Staff survey to gather feedback on the Plan and Plan implementation	Communications/Building Leadership	Annually
Student Perception Data	Building Leadership	Ongoing
Community Input Sessions to gather feedback (strengths, concerns, questions, suggestions) on the Plan	Superintendent/Cabinet	Semi-annually
Attend staff meetings to gather staff feedback on the Plan	Superintendent/Cabinet	Annually

MEASUREMENT AND METRICS

Professional Development/Instructional Practices

The district will continue to gather needs input on culturally responsive practices and provide relevant professional development and ongoing classroom support by trained coaches and multiple experts such as Dr. Sharoky Hollie and Midwest and Plains Equity Assistance Center. The district will collect data regarding the effectiveness of these professional development and training efforts through classroom observation, stakeholder input, and the CLASS Tool evaluation.

The Plan

The district will create a district data team to analyze discipline data and monitor progress in closing the gap on disparities. District Cabinet and Superintendent will review all feedback from students, staff, and community members and use the data that is being collected to identify trends and take follow up action that is appropriate under the circumstances, which may include modifying the

plan to emphasize successful strategies and deemphasize strategies that are not working or taking appropriate targeted responsive action targeted to address specific issues that may be occurring with respect to a particular student, classroom, or building.

