

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

JAN
6/25/09

LEON W. BRADLEY, JR., et al.,

Plaintiffs,

vs.

Case No. 8:64-CV-98-T-23B

THE PINELLAS COUNTY SCHOOL

BOARD, et al.,

Defendants.

EOB
6/25/09

JFA
6/25/09

Rep
6/25/09

**MEMORANDUM OF UNDERSTANDING
REGARDING QUALITY OF EDUCATION--STUDENT ACHIEVEMENT BY AND
BETWEEN PLAINTIFFS AND DEFENDANTS**

I. Purpose of this Memorandum of Understanding:

On August 16, 2000, the U.S. District Court, in the case of Leon W. Bradley, Jr., et al v. Board of Public Instruction of Pinellas County, Case No. 8:64-CV-98-T-23TGW entered an Amended Final Order Withdrawing Federal Supervision and Granting Unitary Status, which approved an agreement between the parties embodied in an Amended Order dated August 30, 1999, a Stipulation dated December 22, 1999, and an Amended Stipulation dated June 29, 2000 (hereinafter referred to as the "Agreement"); dismissed that case; and reserved ancillary jurisdiction to enforce the provisions of the Agreement, if necessary. The Agreement contained Alternative Dispute Resolution (ADR) Procedures¹ which required in part that the parties first engage in informal discussions to attempt to resolve their differences, and, if that failed, to use mediation.

II. History of the Post-Unitary Status Order ADR:

On January 1, 2006, Plaintiffs invoked the ADR Procedures claiming that the Defendants, Pinellas County School Board, et al, had failed to perform all of their obligations under the Agreement in the areas of Quality of Education – Student Achievement, Quality of Education – Discipline, Quality of Education – Assignment to Classes and Programs, Faculty, Administrative Staff, Student Assignment, Extracurricular Activities, and District Monitoring and Advisory Committee (DMAC) and had failed to provide Plaintiffs with information in those areas as well. The Defendants denied that they had failed to perform, denied that Plaintiffs had any right to the information in the manner in which Plaintiffs claimed, denied that the information was not made available, and denied that Plaintiffs had properly invoked the ADR Procedures.

¹ Pages 20-23 of the Amended Order dated August 30, 1999.

Nevertheless, the parties agreed to and did engage in a series of informal discussions in an attempt to resolve their differences. When those informal discussions failed to produce any resolution, the parties, without abandoning or waiving any of their contentions, agreed to engage in mediation as provided in the Agreement. The parties selected Peter Grilli, Esq. as Mediator, and have engaged in numerous mediation sessions. The parties agreed that the mediation sessions would be public, and have conducted them in that manner.

III. Effect of this Memorandum:

This Memorandum sets forth the understanding the parties have reached to date through the mediation process in the area of Quality of Education – Student Achievement. This Memorandum is not intended to alter or modify the Agreement. Accordingly, to the extent any ambiguity exists or is alleged to exist between the Agreement and this Memorandum of Understanding, the terms of the Agreement shall control. This Memorandum does not constitute an admission by the parties that they have violated the Agreement. This Memorandum shall not provide the basis for an independent cause of action by either party for breach of the Agreement.

This Memorandum of Understanding reflects the parties' best efforts to agree on means and methods to comply with the Agreement in the area of Quality of Education - Student Achievement. The understandings reached through the mediation process shall not limit, impair or impede the Defendants' exercise of their powers pursuant to and consistent with applicable law, the Federal Court Order and the Agreement it approved.

IV. Points of Understanding Reached During Post-Unitary Status Order ADR:

The points of understanding reached through the mediation process regarding student achievement are set forth below. A subsequent memorandum will address points of understanding reached with respect to Quality of Education – Student Discipline.

A. Implementation and Attainment of Aspirational Goals:

The aim of highest student achievement is one the District remains committed to for all students, including black students.

The concern of the Plaintiffs is the attainment of a quality education for black students and the continued existence and scope of the achievement gap.

The following specific steps will be taken as means to improve student achievement, including black student achievement.

1. School Improvement Plan:

The goals for continuous improvement in student achievement as they relate to black student achievement which are set forth on pages 31 and 32 of the Stipulation For Unitary Status In the Areas of Extracurricular Activities, Faculty Assignment, Student Assignment, Relative Quality of Education, and Mandatory Injunction Signed December 17, 1999, shall be written in each School Improvement Plan, or in an attachment thereto.

Consistent with the Florida Department of Education's Differentiated Accountability Model, the District will support comprehensive reading programs, professional development, and the use of research-based materials and strategies.

Attainment of the goal of highest student achievement may involve the use of flexible instructional methodologies, and innovative instructional interventions and strategies.

Each School Improvement Plan will include the following:

- a) Data identifying achievement of black students relative to white students and relative to other students in general.
- b) Instructional strategies and interventions to improve black student achievement.
- c) Identification of school-based individuals by title who will have the responsibility for implementing the foregoing as well as the identification of the process for evaluation of the performance of such individuals. An administrator reporting directly to the Superintendent shall be responsible for coordinating the efforts of administrators, supervisors and principals responsible for developing and implementing each School Improvement Plan. Other duties shall include performance evaluation of such individuals, and providing the Superintendent with a periodic analysis, review and interpretation of evaluative data on the attainment of goals and measures relating to black student achievement.

Modifications in the School Improvement Plan documents are reflected the following attachments:

Attachment 1 Sample Protocol for Development of School Improvement Plan Objectives;

Attachment 2 Sample Objectives & Strategies;

Attachment 3 School Improvement Plan Review Checklist; and

Attachment 4 Sample School Improvement Plan.

2. Funding To Improve Black Student Achievement:

The District recognizes the importance of equitably expending funds it receives from Federal, State and local sources to accomplish the goals of meaningful improvement in relative black student achievement throughout the District. The District agrees to equitably expend such funds to accomplish such goals. Equitable expenditure of funds shall mean that certain schools and programs will receive proportionately higher funding than other schools or programs based upon needs demonstrated through verifiable data.

3. Educational Data System:

The District introduced to Plaintiff's attorneys and representatives the District's data analysis tool known as EDS (Educational Data System), which is used by school administrators and teachers to view attendance, discipline, and assessment data to attempt to have all students performing at a high level. EDS is a tool used to monitor student progress and to guide instruction. Information obtained from EDS will be used to further the continuous improvement process referred to in A. 1. (c) above. EDS loads on every principal's desktop and provides a dashboard look at how students of different ethnic groups are performing. From there, the principal or teachers can access specific information about individual students. EDS was created and is continually modified by District staff to provide pertinent information to the users. On the advice of the meditation group and working closely with the Superintendent, specific reports were developed for internal and external use to highlight performance trends for black students in key areas.

In this area, the Defendants will continue to develop and implement the EDS system and work with class counsel to attempt to identify methods by which data contained and managed by this system could be made available on a regular, ongoing basis, without disclosing individually identifiable student data.

The development and implementation of the EDS system, and the continued work and communication with the class and class counsel will be coordinated and supervised by the administrator reporting directly to the Superintendent referred to in A. 1. (c) above.

V. Miscellaneous:

1. Effective Date:

This Memorandum shall be effective as of the date executed by both parties and approved by the Court upon joint stipulation of the parties.

2. Review Dates:

The parties agree to meet in February and July of each year commencing in 2010 at which times the Defendants shall report, including a detailed, written report, on progress made in improving black student achievement, including progress achieved through means and methods implemented pursuant to this Memorandum. The Defendants shall furnish Plaintiff's attorneys with supporting data reasonably in advance of the meetings.

3. Term:

This Memorandum shall be in effect for five (5) years from the effective date unless otherwise extended or replaced during that five years. It is specifically agreed that the obligations under the Court order and the Agreement will continue as outlined in that Court Order and in the Agreement. The parties shall meet no later than six (6) months prior to the expiration date to discuss whether or not an extension of this Memorandum and modification of its terms and conditions are reasonably necessary in order to ensure compliance with the Agreement. If the parties agree to an extension and/or modification of terms and conditions, they shall commit their agreement to writing, to be duly executed by the parties or their authorized officers. If the parties are unable to agree, either may invoke the ADR process for resolution of the dispute.

IN WITNESS WHEREOF, the parties have executed or caused this Memorandum to be executed by their undersigned officers or agents, duly authorized.

The School Board of Pinellas County, Florida Attorneys for Plaintiff

By: _____
Peggy O'Shea, Chairperson

Attest: _____
Julie M. Janssen, Ed.D.
Superintendent

Approved as to form: _____
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