

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

WILLIAM CROWLEY, et al.,))	
Plaintiffs,)	
vs.)	Case No: 00-5661-CI-07
THE PINELLAS COUNTY)	
SCHOOL BOARD, et al.,)	
Defendants)	
_____)	

CLASS ACTION SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into between THE PINELLAS COUNTY SCHOOL BOARD, and its individual members and its superintendent (all collectively referred to herein as the “School District”) and the CONCERNED ORGANIZATION FOR THE QUALITY EDUCATION OF BLACK STUDENTS, INC., a Florida not for profit corporation (“COQEBS”). The parties to this Agreement stipulate and agree as follows:

1. COQEBS has been until August, 2010, an unincorporated, not for profit association that was formed and founded in 2001 Pinellas County for the express purpose of addressing quality of education of black students residing in Pinellas County. It is an organization comprised of community leaders, retired and currently employed educators and groups committed to pursuing the quality of education for black students in Pinellas County. COQEBS has held regular monthly meetings for the last 10 years where the focus has always been on the subject of black student achievement. More recently, COQEBS has undertaken efforts to pursue the mediation of various issues with the School District related to black student performance, discipline, and related issues. Those mediation efforts are being conducted under the auspices of and through the alternative dispute resolution process (“ADR”) established by

the case of *Bradley v. The Pinellas County School Board* (the “Bradley Case”), which was pending before the United States District Court in and for the Middle District of Florida, Case No. 64-98-CIV-T-23B. The *Bradley Case* led to the desegregation of the Pinellas County school system, and that case has in place an ADR process that the parties to this case wish to employ.

2. The School District agrees that COQEBS is an appropriate organization to be substituted as the party plaintiff in this case for purposes of entering into this stipulation settlement and for purposes of monitoring the School District’s future and continuing compliance with this settlement. COQEBS warrants that, as of the signing of this Agreement it has incorporated as a nonprofit corporation under the laws of the State of Florida. The School District’s agreement regarding COQEBS substitution is contingent upon this Agreement becoming final, as defined herein. If the settlement does not become final, then COQEBS shall be removed as the party plaintiff without prejudice to seek to be subsequently named as Plaintiff at a later date.

3. The School District and COQEBS recognize the validity and importance of the provisions set forth in Article IX Section 1 of the Constitution of the State of Florida which states in summary that the education of children in Florida is a fundamental value and it is the paramount duty of the state to make adequate provision for the education of all children, and to establish, maintain and operate programs necessary to educate all students. These provisions are applicable to the black students of Pinellas County.

4. There exists in Pinellas County a materially significant gap between the academic performance of black students and students of other racial origins. While on an individual basis many black students have excelled and prospered in the Pinellas County School System, there remains a large statistical disparity in the academic performance of black versus non-black students. This statistical disparity has become known as the “student achievement gap” or simply, “the gap.” The student achievement gap existing in Pinellas County is not unique, and

such student achievement gaps exist in many school districts throughout the United States. The causes for the student achievement gap are many and varied. However, regardless of the root causes of the student achievement gap, the School District recognizes that Article IX, Section 1 of the Florida Constitution states that the education of children in Florida is a fundamental value of the people of the State of Florida and that it is a paramount duty of the state to establish, maintain and operate programs necessary to educate black students. Consistent with the constitutional recognition of that fundamental value, the School District will establish, maintain and operate programs to attempt to close the student achievement gap.

5. This settlement is contingently entered into and is not to be deemed binding, or to be any admission, or to be used for any other purpose until the Court approval of this settlement has become final. "Final" as used in this Agreement and in this context means that this Agreement has received final approval by the Circuit Court of Pinellas County in a form substantially the same as contemplated by this Agreement, provided the parties have agreed to any change in such form, and the time for all appeals from that final approval have expired; or alternatively, any appeal that has been taken as to such final approval has been fully and finally resolved in the appellate courts, and that all judicial approval action has been concluded.

6. The parties agree that they will submit this Agreement to the Circuit Court of Pinellas County for its approval. A form of the Joint Motion for Approval that will be filed by the parties is attached to this Agreement as **Exhibit "A."**

7. Further, the parties agree that they will seek from the Court a preliminary approval of this Agreement and that an agreeable Order to be entered by the Court regarding this preliminary approval is attached to this Agreement as **Exhibit "B."**

8. The parties further agree that, after such fairness hearing as the Court may conduct, and after such other review as the Court may deem necessary or appropriate, the parties agree and stipulate that the Court should enter a final order approving this settlement in accordance with that form of Order attached hereto as **Exhibit "C."**

9. The parties also agree that a class action settlement, after its approval by the Court, shall be published in a Sunday edition of the *St. Petersburg Times* and in the *Weekly Challenger* newspaper in a form substantially identical to that as attached as **Exhibit “D.”** The size of the notice shall be at least one-quarter page, and the cost of the publishing of this notice shall be borne by the School District.

10. As referenced above, the parties recognize that the School District is a party in the *Bradley* Case, which was originally filed in 1964 seeking the desegregation of The Pinellas County School District. Subsequently in 1971, the *Bradley* Court did enter a desegregation order. In December 1999, the School District and the plaintiffs in the *Bradley* Case did file a Stipulation of Settlement seeking the court’s order that the Pinellas County School District had achieved unitary status. On or about August 16, 2000, the United States District Court Judge Steven Merryday did enter an order in the *Bradley* Case holding that the Pinellas County School District had reached unitary status.

11. The *Bradley* Case was filed and certified as a class action and the class members of the *Bradley* class are the same present and future black students of the Pinellas County School District that are members of the class in this case. While the relief sought, and the statutory basis for that relief, in this case is different from the relief and the legal basis for the relief sought herein, the *Bradley* class, the class members are comprised of the same constituency.

12. As part of the *Bradley* settlement, an alternative dispute resolution process (“ADR”) was established. The School District and COQEBS agree that the processes, procedures and personnel as established in *Bradley* shall become the alternative dispute resolution practices, procedures and personnel associated with any future monitoring and enforcement of the provisions of this Agreement. The agreement by the School District and COQEBS to employ the *Bradley* ADR process in this case is in recognition of the real and practical aspects of the School District’s continued obligations and COQEBS’ continued

obligation to monitor that progress. The parties recognize that duplicative monitoring processes create an additional level of administrative compliance which is not needed and may divert resources away from closing the achievement gap. For this reason, it is the intent of the parties to minimize any inefficiencies associated with future monitoring and enforcement of this Agreement. COQEBS will be empowered to monitor the compliance by the School District with the terms and conditions of this settlement. If COQEBS deems appropriate, it may seek to invoke the ADR processes outlined in the *Bradley* Case for purposes of resolving any future disputes that may arise regarding the School District's compliance with this settlement.

13. The parties agree that this Court will retain jurisdiction for purposes of enforcing this Agreement but the parties further agree that this Court shall not be requested to enforce any provisions of this Agreement until after exhausting the ADR process specifically provided in *Bradley*. If after exhausting the entire ADR process set forth in *Bradley*, including ultimate presentation of disputes to the Federal District Court judge, there still remain issues unresolved, then and only then will the Circuit Court of Pinellas County be involved in reviewing the District's compliance concerning any alleged failures under this Agreement, which are peculiar to state law or this Agreement. No relief sought or granted by the Circuit Court may alter or interfere with the relief granted by Judge Merryday's Amended Final Order entered August 16, 2000.

14. The School District has entered into three "Memoranda of Understanding" regarding Quality of Education (collectively the "MOU") as a result of mediation conducted in the *Bradley* case. The MOU covers "Student Achievement," "Student Discipline," and "Assignment to Programs and Classes." The provisions of the *Bradley* MOU are adopted by and made a part of the resolution of this case, and compliance with the *Bradley* MOU will be required as part of the ongoing compliance with this settlement. A copy of the three-part MOU is filed with this Court contemporaneously with the filing of this Agreement.

15. The School District and COQEBS recognize that based upon demographic living patterns, which are not in any way attributable to the School District's past or present actions, there exist living patterns by which higher concentrations of black students and families of African descent reside in certain geographic areas within Pinellas County. This self-segregating living pattern is not unusual and is found throughout the United States. These living patterns have created what is commonly referred to as "the Black Community." As part of this settlement, the School District recognizes that in order to close the achievement gap it needs not only the cooperation of its black students but also of parents, guardians, leaders and institutions located in the Black Community. As part of the Memorandum of Understanding reached with respect to student achievement, the School District has designated a senior administrator who is charged with the responsibility for overseeing the means and methods identified therein for closing the student achievement gap. The School District, through such means as its current Office of Strategic Partnerships and other resources, will also use reasonable efforts to develop community resources, public private partnerships and other programs focused on the Black Community with the express purpose of closing the student achievement gap.

16. The School District also agrees to give full and prompt consideration to applications for charter schools that are located in and designed to serve student needs in the Black Community. By making this commitment, no charter school, even if located in the Black Community, shall be allowed to use race as a criteria for either permitting or excluding admission. Additionally, no such charter school will have any racial ratios or quotas imposed upon it. The School District agrees that an aspirational goal is set by this Agreement to have at least 500 new spaces available for black students in such charter schools within five (5) years from the date of this Agreement; provided, however, that such goal is subject to full compliance with Section 1002.33, Fla. Stat., and other applicable law. Existing schools, whether or not they are now designated as Pinellas charter schools, will not be eligible for inclusion within this aspirational goal of 500 new charter school spaces. There will be no prohibition for the granting

of charter schools based upon the applicant's approach to its proposed curriculum or program, provided such approach is consistent with Section 1002.33, Fla. Stat., and other applicable law. For example, a charter applicant may propose a fundamental program similar to the Defendant's fundamental school program.

17. The parties agree that both the Plaintiff and Defendant in this case shall bear their own attorneys' fees. The School District agrees that it will reimburse counsel for the Plaintiffs \$150,000 as its costs that were incurred in the prosecution of this action. As part of this Agreement, Plaintiffs' counsel agrees it will hold one-half of those reimbursed costs in his firm's trust account to be used, in his sole discretion, to support efforts of charter school applicants who seek school charters that are described by this Agreement.

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Watson L. Haynes, II, President
Concerned Organization for the Quality
Education of Black Students, Inc.

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

WILLIAM CROWLEY, et al.,)

Plaintiffs,)

vs.)

THE PINELLAS COUNTY)
SCHOOL BOARD, et al.,)

Defendants)
_____)

Case No: 00-5661-CI-07

JOINT MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT

The Parties have reached a Settlement Agreement in this class action case, and jointly move this Court for preliminary and final approval of the Class Action Settlement Agreement, pursuant to Fla.R.Civ.P. 1.220(e).

HISTORY OF THE CASE

This case was filed in 2000 as a class action based upon Article IX Section 1 of the Florida Constitution and the legislation commonly referred to as the Florida Equity in Education Act. While the parties have disagreed regarding whether Plaintiffs have a legal basis for recovery from the Defendants, this Court upheld the Plaintiff's Complaint and certified the case as a class action. The class certification has been upheld by the Second District Court of Appeals and its order may be found at 911 So.2d 881 (Fla. 2d DCA 2005). However, the District Court has not determined whether Plaintiffs have a legal right to relief from the Defendants. Despite their disagreements, the parties have continued to negotiate in good faith and now desire to resolve this case by agreement.

EXHIBIT "A"

NOTICE OF FILING

The Parties are filing a Notice of Filing Materials relevant to this Joint Motion seeking Preliminary Approval of Settlement contemporaneously with this Motion. Those materials include: (1) the proposed Class Action Settlement Agreement; and (2) Memorandum of Understanding Regarding Quality of Education - Student Achievement by and between Plaintiffs and Defendants, *Leon W. Bradley, Jr. et al. v, The Pinellas County School Board, et al*, Case No. 8:64-CV-98-T-23B, United States District Court, Middle District of Florida, Tampa Division.

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Counsel for Defendants

party Plaintiff, without prejudice for it to file a new motion for it to become the party Plaintiff in this case.

6. This Action and this Settlement are of significant public interest. Accordingly, class members and others can address the Court at the Final Fairness Hearing. Persons who wish to address the Court will be allowed three (3) minutes to make comments provided a prior written request summarizing the proposed comments is submitted to the Court and all Counsel at least ten (10) days prior to the Final Hearing. The Court reserves the right to reject or restrict the comments of any person if such comments are cumulative or the Court deems the comments as inapt.

DONE AND ORDERED in Chambers in Clearwater, Pinellas County, Florida this _____ day of _____, 2010.

HONORABLE LINDA R. ALLAN
Circuit Judge

Copies furnished to all Counsel of Record
#136182 v3

5. On _____, ____, 2010, the Court held a Final Approval Hearing to which members of the class were invited.

6. The Court, being fully advised and having afforded Members of the Class and the public an opportunity to object and be heard, hereby finds: (i) that the Class Settlement is appropriate under Fla.R.Civ.P. 1.220(e); (ii) the Notice of Settlement provided to members of the Class satisfies the requirements of Fla.R.Civ.P. 1.220(e) and due process; and (iii) the Parties have fully complied with the Court's Preliminary Approval Order.

7. The Court finds the settlement of the Plaintiffs' claims in accordance with the Settlement Agreement to be fair, adequate, and made in good faith, and orders the Parties to perform their obligations pursuant to the Settlement Agreement.

8. Further, the Court hereby finds that the settlement is fair and reasonable, is in the best interest of the Class, and hereby approves the Settlement Agreement submitted by the parties.

9. The Court reconfirms and permanently accepts the substitution of The Concerned Organizations for Quality Education for Black Students ("COQEBS") as the party Plaintiff in this case.

10. Subject to the alternative dispute resolution promises of the Settlement Agreement, which are approved by this Court, the Court shall retain continuing jurisdiction over this Action, the Parties, and all Class Members to determine all matters relating in any way to enforcement of this Final Judgment and Order, the Preliminary Approval Order, or the Settlement Agreement, including but not limited to their administration, implementation, and interpretation.

DONE AND ORDERED in Chambers in Clearwater, Pinellas County, Florida this ____ day of _____, 2010.

HONORABLE LINDA R. ALLAN
Circuit Judge

Copies furnished to all Counsel of Record
#136182 v3

**IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CASE No. 00-5661-CI-21**

WILLIAM CROWLEY, by and for his
minor son, AKWETE OSOKA, and
on behalf of all others similarly situated,

Plaintiffs,

v.

THE PINELLAS COUNTY SCHOOL BOARD, et al.,

Defendants.

IMPORTANT CLASS ACTION SETTLEMENT NOTICE

TO: ALL PARENTS OR LEGAL GUARDIANS OF PRESENT OR FUTURE BLACK STUDENTS WHO ARE OR MAY BE ATTENDING PUBLIC SCHOOLS IN PINELLAS COUNTY.

1. On June 30, 2004, the Circuit Court for Pinellas County certified as a class all present and future black students of the Pinellas County school system. This case alleges that disproportionately large numbers of black students have experienced substantial academic difficulties in the Pinellas County School System. The case further alleges that, pursuant to the Florida Constitution and the Florida Education Equity Act, the Pinellas County School System must establish, maintain and operate programs that meet the needs of its students. Because a substantial disparity exists between the performance of black and non-black students in Pinellas County, Plaintiffs contend that the Pinellas County School District has failed to meet these obligations.

2. A preliminary settlement has been reached in this case. As part of this proposed settlement, the Concerned Organizations for Quality Education of Black Students ("COQEBS") shall be substituted as the Plaintiff, and certain actions will be undertaken by the Pinellas County School District in its efforts to close the achievement gap. COQEBS will have certain duties and responsibilities to monitor the School District's compliance with the settlement and to resolve any disputes regarding this non-compliance through an alternative dispute resolution process.

3. Full details of the settlement can be found by reviewing the filings of the parties in the court file or by reviewing the documents maintained by the Pinellas County School Board on its website.

4. The Parties have entered into a Settlement Agreement. Pursuant to Florida Rule of Civil Procedure 1.220(e), notice of any proposed settlement must be given to all members of the class and the Court must approve the settlement after notice and hearing. **The proposed Settlement involves no monetary payment to class members.**

5. The Court has preliminarily approved the Settlement Agreement. The Court will hold a Final Hearing on _____, __, 2010. Because this is a matter of significant public interest, class members, and others, will have an opportunity to speak at the Final Approval Hearing. Any person desiring to speak will be limited to three (3) minutes provided that any such person seeking to speak at the Final Approval Hearing shall submit a written request to the Court and Counsel at least ten (10) days prior to the Final Hearing summarizing the points that they wish to make at the Final Approval Hearing. The written notice should be addressed to:

Honorable Linda R. Allan

EXHIBIT "D"

FINAL 8/10/10; 10:05am

Pinellas County Courthouse
315 Court Street, Room 473
Clearwater, FL 33756

and copied to:

Class Counsel
Guy M. Burns
403 East Madison St, Suite 400
Tampa, FL 33602

Defendants' Counsel
James Robinson
Pinellas County School Board
301 – 4th Street Southwest
Largo, FL 33770

and

William A. Kebler
501 First Avenue North, Suite 900
St. Petersburg, FL 33701

6. **The proposed settlement of this case does not involve nor provide for the payment of money to any student, parent or legal guardian.**

DO NOT CALL THE COURT OR CLERK REGARDING THIS NOTICE.

ISSUED BY ORDER OF:

THE HONORABLE LINDA R. ALLAN
Circuit Court Judge
Sixth Judicial Circuit
Pinellas County, Florida

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