

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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

vs.
THE PINELLAS COUNTY SCHOOL
BOARD, et al.,
Defendants.

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

**MEMORANDUM OF UNDERSTANDING REGARDING
ADMINISTRATIVE STAFF ASSIGNMENT
AND FACULTY**

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) Procedures 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 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.

Nevertheless, the parties engaged 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 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.

The parties entered into a Memorandum of Understanding on Quality of Education – Student Achievement on July 28, 2009, a Memorandum of Understanding on Quality of Education – Student Discipline on June 8, 2010, and a Memorandum of Understanding on Quality of Education – Assignment to Classes and Programs on December 1, 2010.

On July 12, 2010, Plaintiffs sent a letter, through Mr. Grilli, to Defendants that identified the following additional areas for mediation discussion: Faculty, Administrative Staff, Extracurricular Activities, Student Assignment, Facilities and Resources, Transportation, and the District Monitoring and Advisory Committee (DMAC). Defendants subsequently agreed, without waiving any of its arguments regarding the validity of this invocation of ADR, to meet informally and without a mediator to discuss these issues with Plaintiffs.

III. Effect of this Memorandum

This Memorandum sets forth the understanding the parties have reached to date through the informal discussion process in the areas of Administrative Staff Assignment and Faculty. 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 reflects the parties' best efforts to agree on means and methods to comply with the Agreement in the areas of Administrative Staff Assignment and Faculty. The understandings reached through the informal discussion 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 informal discussion process regarding administrative staff assignments and faculty assignments are set forth below.

A. Administrative Staff Assignment

The parties agree that an administrative staff that is diverse and representative is educationally desirable for all students. The parties agree that the Defendants will be committed to continued support of minority administrative staff assignment at all school levels and in central administration and in the general geographic apportionment that is at least (emphasis supplied) as equitable as levels that existed in the 1998-99 school year. The parties recognize the 1998-99 school year levels of administrative assignment as the baseline. In addition, the parties agree that the Defendants will be committed to the use of special programs, which will be identified, that foster the development of minority leaders. Defendants will implement the means and methods described below in an effort to discharge its administrative staff assignment duties under the Agreement.

B. Faculty

The parties agree that a racially diverse faculty is essential to the education, growth and development of students in general and in particular to the education, growth and development of

black students. As defined in the Agreement, “faculty” shall refer to certified instructional staff employed by the School Board. The parties agree that the Defendants-(i) will maintain a “critical shortage” designation of black teachers so long as the percentage of black students within the district is two or more points higher than the percentage of black teachers within the district; and (ii) that active recruitment efforts will be focused particularly upon grade levels and subject areas in which black teachers within the district are currently underrepresented. Defendants will implement the means and methods described below in an effort to discharge its faculty assignment duties under the Agreement.

C. Means & Methods of Implementation

The parties recognize that the means and methods of implementing Defendants’ obligations regarding Administrative Staff Assignment and Faculty are interrelated. Successful recruitment and retention of black teachers will lead to the successful development and promotion of black administrative staff, the vast majority of which have historically originated from the district’s teaching ranks. The parties agree, however, that the Defendants should not and will not rule out active recruitment of black administrative staff from outside the district’s teaching ranks in its process of hiring administrative staff. Conversely, successful appointment and promotion of black administrators will likely assist the district in the recruitment of black teachers. Thus, while certain specific means and methods are listed for each group below, the parties understand that the means and methods listed under each group actually have application to both groups.

1. *Faculty*

Recruitment, Retention and Training:

Defendants will maintain the “critical shortage” designation, as defined in the Agreement, of black teachers so long as the percentage of black students within the district is two or more points higher than the percentage of black teachers within the district. This determination will be made on an annual basis by the district in a sufficient amount of time before the district’s primary recruiting efforts to allow for the designation to be noted during the primary recruitment efforts.

Defendants’ faculty recruitment efforts will include specific recruitment efforts especially designed to recruit black faculty members, consistent with applicable court order, constitutional principles and applicable law. The Administration will, each year, identify out-of-county recruitment efforts, institutions of higher learning recruitment, and other recruitment efforts to be utilized.

Defendants will continue to build partnerships and ongoing relationships with Historically Black Colleges and Universities as well as colleges, universities and organizations or consortia of colleges and universities that would be likely sources of recruiting black faculty members. The assessments and efforts will be included in the annual report mentioned herein below.

Defendants’ efforts will also specifically include retention of black faculty. The Administration will, each year, include an analysis of the effectiveness of the efforts to retain black faculty. These assessments and efforts will also be included in the annual report mentioned herein below.

Defendants’ efforts will also include faculty development, including the development of pedagogical skills and culturally responsive teaching practices by all who teach black students. The Administration will, each year, also identify those areas that have the greatest need and the

greatest potential for success. These assessments and efforts will also be included in the annual reports mentioned herein below.

Equitable Distribution:

The parties recognize the essential role of high quality teachers in making progress toward closing the achievement gap. The parties further recognize that disparities exist between teachers assigned to teach in a majority of schools that do not need improvement and schools that do need improvement. The disparities may be found in the assignment of temporarily certified teachers, teachers in need of improvement, out-of-field teachers, and in the performance of the students. Defendants shall avoid disparities in the recruitment and retention of effective teachers. Equitable assignment of teachers across the schools in the district is important to the success of black and non-black students.

The district will take equitable distribution into account when initiating teacher assignments and teacher transfers, approving teacher assignments and teacher transfers, and bargaining teacher assignments and teacher transfers pursuant to the collective bargaining agreement with the teachers' bargaining representative. The Superintendent's recommendations for filling instructional positions at the school level will consider nominations received from school principals of the respective schools and shall be aimed at advancing the quality of education of students, including black students.

2. *Administrative Staff Assignment*

The Defendants have and will continue to implement means and methods in an effort to maintain the distribution of administrative staff at all school levels and in central administration and in the general geographic apportionment that is at least (emphasis supplied) as equitable as levels that existed in the 1998-99 school year; and initiate and continue such means and methods as are necessary to maintain such distribution.

The district will employ strategies to promote and support the development of black and minority teachers seeking to become an administrator. This effort shall be part of the district's overall leadership development plan to encourage aspiring district and school-based leaders, including black and other minority candidates.

The district shall maintain its practice of assigning principals and assistant principals through the central administration. The district recognizes that a level of stability and a level of diversity of background and experience are beneficial for students, and will continue its efforts to achieve and maintain higher levels of qualified black administrators by recruitment from within and without the district.

3. *Monitoring and Reporting*

During the review dates identified below, the Superintendent shall report to Plaintiffs and DMAC information regarding Defendants' assessments, efforts, and results relating to faculty and administrative staff assignment.

V. Miscellaneous

A. 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.

B. Review Dates

The parties agree to meet in October of each year commencing in 2012 at which times the Defendants shall report, including a detailed, written report on progress achieved through implementation of the means and methods set forth in this Memorandum. The Defendants shall furnish Plaintiff's attorneys with supporting data reasonably in advance of the meetings.

C. Term

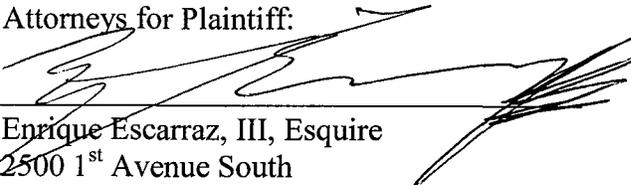
This Memorandum shall be in effect for five (5) years from the effective date unless otherwise extended or replaced during that five years. It is specifically agreed that the obligations under the Court order and the Agreement will continue as outlined in that Court Order and in the Agreement. The parties 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

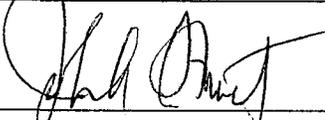
Attorneys for Plaintiff:

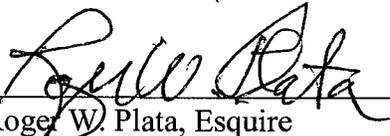
By: 
Robin L. Wikle, Chairperson

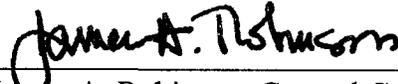

Enrique Escarraz, III, Esquire
2500 1st Avenue South
St. Petersburg, FL 33712

Date: JAN 24 2012

Date: 01/27/12

Attest: 
John A. Stewart, Ed.D., Superintendent


Roger W. Plata, Esquire
3510 1st Avenue North – Suite 129
St. Petersburg, FL 33713

Approved as to form: 
James A. Robinson, General Counsel

Date: 1/31/12