

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

CONCERNED ORGANIZATION FOR
QUALITY EDUCATION OF BLACK
STUDENTS, INC.,

Plaintiff,

Civil Case No. 00-5661-CI-07

v.

THE PINELLAS COUNTY SCHOOL
BOARD, et al.,

Defendants.

_____/

**STIPULATION FOR MODIFICATION OF FINAL JUDGMENT AND
ORDER OF FINAL APPROVAL OF SETTLEMENT
AND JOINT MOTION FOR COURT APPROVAL**

This Stipulation and Joint Motion is made between Concerned Organization for Quality Education of Black Students, Inc. ("COQEBS") and The Pinellas County School Board ("PCSB" or "the District").

This case was certified as a Class Action on June 30, 2004, based upon the fact that a large academic achievement gap existed in Pinellas County, Florida between students of African-American descent ("black students") and non-black students ("the Gap").

On October 27, 2010, after public notice and hearing, the Court approved a Settlement Agreement between COQEBS and PCSB regarding the closing of the Gap.

The Gap remains today. COQEBS and PCSB agree that a renewed effort and the new Plan described herein should be implemented in an attempt to close the Gap.

To this end, through a mediation process, PCSB and COQEBS have negotiated a "Bridging the Gap Plan" ("the Plan") to address the Gap. The Bridging the Gap Plan

provides for measurable goals and objectives, provides ongoing assessments as to the Plan's success, and identifies aspirational goals and targets to close the Gap.

It is the desire of the parties to amend the prior Settlement Agreement to adopt the Plan; to have this Court approve the Plan; to provide for the ongoing monitoring, assessment, and updating of the Plan through regular reporting sessions; and to provide for the amendment of the Plan as described herein.

Therefore, the parties stipulate, move and agree as follows:

1. This Court should preliminarily adopt and ratify this Stipulation and Joint Motion and give preliminary approval to the Bridging the Gap Plan, which has been filed with the Court contemporaneously with this Motion.

2. The Court should direct a public notice program for the publication of a notice seeking public comment at a final approval hearing before this Court. This notice program should be the same as was used by the Court in the earlier 2010 Class Action settlement approval process, that being the publication of notice both in the Sunday edition of *The Tampa Bay Times* and in *The Weekly Challenger*.

3. This Court should set a hearing for the final approval of a modification to its prior Final Judgment and Order of October 27, 2010, and to approve and adopt the Bridging the Gap Plan and the provisions of this Stipulation.

4. The Final Order approving the Plan should include approval of this Stipulation by which the parties agree:

A) The District will make a public statement that it has a goal to close or greatly narrow the Gap within ten (10) years from the end of the 2016/2017 school

year, and that, to accomplish the District's Vision of 100% Student Success, PCSB has no higher priority than closing achievement gaps.

- B) The District shall maintain an adequate Management Information System ("MIS") to facilitate the timely retrieval of all data used to evaluate the Plan.
- C) The District shall employ a Minority Achievement Officer ("MAO") for at least ten (10) years to assist the District in its goal to close the Gap, subject to budgetary constraints. The MAO will report directly to and be evaluated by the Superintendent who shall retain the right to hire and/or terminate the MAO.
- D) Unless the parties agree otherwise, representatives of PCSB and COQEBS will meet at least quarterly to review the progress of those portions of the Plan and to discuss the results achieved in execution and implementation of the Plan and the status of any new modified, proposed, or eliminated Actions Steps (as that term is used in the Plan).
- E) Duties of the MAO shall include the following:
 - i. Assess the existing programs and strategies to close the Gap.
 - ii. Make recommendations to the Superintendent regarding the existing programs and strategies to close the Gap.
 - iii. Assist the District with evaluation of the Plan.
 - iv. Report to COQEBS at least semi-annually as to progress realized and problems incurred in the District's efforts to close the Gap. These semi-annual reports will be a summarization of the reports presented to COQEBS representatives at the quarterly reviews (see

paragraph 4.D. above). All written reports of the MAO shall be made publicly available in the same manner as any other public record of the District.

- v. Engage in community outreach and education efforts to seek input on the issues surrounding his/her duties and to inform the community of the efforts taken and results achieved relating to the Plan.
- F) The agenda, data and information for all quarterly meetings between the District and COQEBS shall be shared with COQEBS at least seven (7) days prior to the meeting.
- G) On an annual basis, PCSB shall produce a public report as to its progress in achieving the goals of The Plan. The annual report shall summarize the data collected under the Plan and shall include reporting on the progress, success (or, lack thereof) of the Plan.
- H) The Plan's Goals, Aspirational Goals, Long-Range/Aspirational Targets, and reporting requirements may be altered and amended only with the mutual agreement of PCSB and COQEBS. Failing mutual agreement, these components of the Plan may be amended by order of the Pinellas Circuit Court after exhaustion of all required ADR processes, and upon a motion by either party. However, no relief sought or granted by the Pinellas Circuit Court may alter or interfere with the relief granted by Judge Merryday's Amended Final Order entered August 16, 2000 in the case of *Bradley v. The Pinellas County School Board* in the U.S. District Court for the Middle District of Florida, Case No. 64-98-CV-T-23B ("*Bradley*"). The

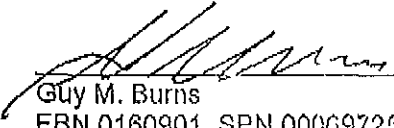
parties agree it is their respective good faith belief that the terms of this Stipulation and Joint Motion do not alter or interfere with the *Bradley* Amended Final Order. PCSB may unilaterally alter or amend (including adding or terminating programs) all other components of the Plan in furtherance of the Plan's Goals. It is the intent of the parties to allow and encourage PCSB, under the directive of its Superintendent, the MAO and the PCSB staff, to create, develop, modify, implement and otherwise operate educational programs without program specific authority from COQEBS. PCSB shall include in its regular quarterly report to COQEBS updated information about any altered, amended, added and/or deleted Action Step(s) and the success (or lack thereof) of such Action Step(s).

- I) The series of Memoranda of Understanding (the "MOUs") that are described in paragraph 14 of the parties' Class Action Settlement Agreement approved by this Court's Final Judgment and Order of October 27, 2010, and any renewals of those MOUs, shall be deemed terminated and superseded by the Bridging the Gap Plan, this Stipulation and the Court's order of approval. From the date of this Court's final approval of this Stipulation, the MOUs in paragraph 14, and any renewals of those MOUs, shall not be applicable to this case.
- J) This Court should approve all provisions in the Plan and retain the authority to enforce the portions of the Plan under the process as described in H. above, the various provisions contained within them, and the agreed provisions of this Stipulation.

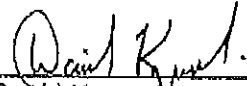
- K) Upon the Court's final approval of this Agreement, the ADR process initiated by COQEBS on or about May 2, 2016, is formally concluded. Each party shall bear its own attorneys' fees and costs associated with this ADR process.
- L) Unless specifically modified by this agreement, the provisions of the Court's Final Judgment and Order of October 27, 2010, and the Class Action Settlement Agreement previously approved by the Court shall remain in full force and effect, and the Circuit Court for Pinellas County shall retain jurisdiction over the parties and this case.

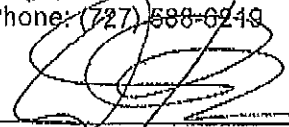
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ___ day of May, 2017, a true and correct copy of the foregoing was served electronically pursuant to Judicial Administration Rule 2.516(b)(1), by which the Court will email from the ePortal system all parties listed on the service page for this case.


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