

IN THE UNITED STATES COURT  
MIDDLE DISTRICT OF FLORIDA  
CASE NO. 64-98-CIV-T-23B

LEON W. BRADLEY, et al.

Plaintiffs,

v.

PINELLAS COUNTY SCHOOL BOARD,  
et al.,

Defendant.

**STIPULATION FOR UNITARY STATUS IN THE AREAS OF  
EXTRACURRICULAR ACTIVITIES, FACULTY ASSIGNMENT, STUDENT  
ASSIGNMENT, RELATIVE QUALITY OF EDUCATION,  
AND MANDATORY INJUNCTION**

On May 3, 1999, the parties approved and executed a Stipulation for Unitary Status in the areas of Facilities and Resources, Transportation, Administrative Staff Assignment, and Mandatory Injunction. That stipulation also established a District Monitoring and Advisory Committee (DMAC) and an Alternative Dispute Resolution (ADR) process. Since that time, the parties have continued their negotiations with the assistance of the Court appointed mediator and have reached agreement on a stipulation for unitary status in the areas of Extracurricular Activities, Faculty Assignment, Student Assignment, and the Relative Quality of Education. The agreements in these areas are set forth below.

**EXTRACURRICULAR ACTIVITIES**

Involvement in extracurricular activities is often used by colleges and employers in making decisions about students' applications. Involvement in

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extracurricular activities helps define a student's involvement in the school and in the student's community. A truly unitary educational system involves all students in all aspects of school activities including all kinds of extracurricular activities. Extracurricular activities that are covered by this stipulation are those extracurricular activities sponsored by the school system that require a school system employee to act as sponsor for that activity. They are generally in the areas of athletics, music, academics, interests, leadership and honor.

As a result of the actions of the Defendants in the past and the agreements made in this Stipulation, the parties stipulate that the School Board has achieved unitary status in the area of extracurricular activities and eliminated the vestiges of discrimination to the extent practicable. To obtain Plaintiffs' agreement and as a component of this stipulation of unitary status, the School Board agrees to keep statistics for each and every school sponsored extracurricular activity and to report that information to DMAC. The goal in the area of extracurricular activities is inclusion of black students in all extracurricular activities in the general proportion at which black students are represented in the student population. The parties understand that the reality is that some deviation will occur from school to school and activity to activity.

At least annually, the Superintendent or designee shall report to DMAC black participation in each activity by reporting the total number of students and the number of black students for each extracurricular activity, both overall total and by school. Each year DMAC shall designate to the School Board areas of concern related to extracurricular activities. To obtain Plaintiffs' agreement and

as a component of this stipulation of unitary status, the School Board agrees to address those concerns to provide for inclusion of black students in those extracurricular activities or at those schools where concerns have been identified. The School Board agrees to encourage activity periods during the school day so as to allow involvement of students in extracurricular activities regardless of the distance the student's residence is from the school of attendance. For activities that are not scheduled during the school day, the school district currently has some activity buses.

The use of activity buses is and has been of particular importance to black students. In years past, black students have been bused away from their immediately surrounding neighborhoods for purposes of desegregation in much greater proportion than white students. In a choice system, the use of activity buses will remain a particular interest to black students. This is because their use will provide greater freedom to choose a school without limitations imposed by transportation concerns should a student wish to participate in one or more extracurricular activities. This principle applies to all students, but is of greater impact upon students whose families have more limited income and resources. Since census data shows that black families and students are economically disadvantaged in greater proportion than white families and students, the continuation of the use of activity buses is of importance to black students. Full involvement and participation in a school and its activities should not depend upon the financial status of the student's parents.

However, activity buses are an expense. The question of whether to continue activity buses under a choice plan, whether "controlled choice" or "area choice", is one that must be made in the context of the overall plan and the allocation of resources under that plan. The provision of the transportation services including activity buses is a detailed mechanism of the choice plan that the parties have agreed to discuss. The determination of the provision of transportation, including activity buses, is a detailed mechanism to be included in the proposals submitted to the Board by the Superintendent and the Plaintiffs and will finally be determined by the Board. The Defendants agree, however, to include in their consideration the importance of inclusion of all students in the full educational experience and in particular involvement in extracurricular activities that activity buses provide.

In order to maintain unitary status in extracurricular activities, the School Board agrees to rename the Office of Equal Employment Opportunity to the Office of Equal Opportunity and to enact the following rule and maintain it as School Board policy:

## **1. NON-DISCRIMINATION IN EXTRACURRICULAR ACTIVITIES**

### **a. Philosophy**

1. Involvement in extracurricular activities is often used by colleges and employers in making decisions about students' applications. Involvement in extracurricular activities helps define a student's involvement in the school and in the student's community. A truly unitary educational system involves all students in all aspects of school activities, including all aspects and kinds of extracurricular activities.
2. Extracurricular activities that are covered by this rule are those extracurricular activities sponsored by the school system that require a school system employee to act as sponsor for that activity. They are

generally in the areas of athletics, music, academics, interests, leadership and honor.

**b. Non-discrimination**

1. Each student will be given an equal opportunity to participate in extracurricular activities in a non-discriminatory manner.
2. The school district and each school shall encourage diversity in participation in each extracurricular activity.

**c. Complaint Procedure**

1. Any student who believes he or she has been discriminated against in extracurricular activities shall notify the principal.
2. The principal or designee will investigate the complaint and take appropriate actions.
3. If the complaint is against the principal or should the student believe that the complaint of discrimination remains unresolved, she/he or her/his parent(s)/guardian(s) may pursue the matter by filing a complaint with the Office of Equal Opportunity.

**d. Report to Superintendent**

1. Each school shall report annually to the Superintendent the number of students who participate in each extracurricular activity at the high school level. The report will be disaggregated by race and sex.

**e. Report to DMAC**

1. The Superintendent or designee shall at least annually report to DMAC black participation in each activity by reporting the number of students for each extracurricular activity, both overall total and by school. The Superintendent or designee shall also report each year any complaints (without students' name) and the results of each such complaint that has been filed with the Office of Equal Opportunity.

**f. Recommendation of DMAC**

1. Each year DMAC shall designate to the School Board areas of concern for extracurricular activities. The School Board will address those concerns to provide opportunity for inclusion of black students in those extracurricular activities or at those schools where concerns have been identified.

**g. Activity Periods**

1. Schools are encouraged to have activity periods during the school day so as to allow involvement of students in extracurricular activity regardless of the distance the student's residence is from the school of attendance.

As a result of the actions of the School Board in the past and the agreements made in this Stipulation, the parties stipulate that the School Board has achieved unitary status in the area of extracurricular activities and has thereby eliminated the vestiges of segregation to the extent practicable.

It is further stipulated that the supervisory jurisdiction of the Court over the area of Extracurricular Activities may be withdrawn and the Court may vacate all prior orders to the extent they are applicable to extracurricular activities and enter a prospective order to implement the terms of this agreement.

**FACULTY**

The parties stipulate that a faculty that includes a substantial representation of black teachers in the 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. The parties agree that by the term faculty they are referring to certified teachers.

The parties agree that the School Board has recently made strides in improving the recruitment of black teachers. Because of the strides made by the

School Board in the recruitment of black teachers and the agreements made in this Stipulation, the parties stipulate that the school system has attained unitary status in the area of faculty and has eliminated the vestiges of discrimination in faculty to the extent practicable. To obtain Plaintiffs' agreement, and as a component of this Stipulation concerning unitary status, it is necessary for the improvements in the recruitment of black teachers to continue and for those black teachers to be assigned generally across the district in an equitable and non-discriminatory fashion. It is further necessary for those recruitment efforts to focus on those levels, such as at the elementary level, where black teachers are particularly under-represented and to contemplate recruitment of black teachers in all curricular areas.

The parties recognize that the success of the minority recruitment plan has depended on the classification of black teachers as being in critical shortage. The parties further stipulate that a component of this unitary status stipulation is the requirement of a future on-going commitment on the part of the School Board to continue that critical shortage classification so long as there continues to be a significant difference between the percentage of black students and the percentage of black teachers. ("Significant" means within two percentage points, i.e., if 18.65% of students are black, the shortage of black teachers is significant if 16.65% or less of the teachers are black.)

The Superintendent or designee shall at least annually present to DMAC the district's plans and information concerning recruitment, employment and placement of black educators. The report will include the status of continuing the

critical shortage classification of black educators so long as there is a significant difference between the percentage of black students and the percentage of black teachers. DMAC will review the report and information received, identify areas of concern and make recommendations to the School Board concerning same as appropriate. To obtain Plaintiffs' agreement and as a component of this stipulation of unitary status, the School Board agrees to address those concerns relating to the recruitment and assignment of teachers.

It is further stipulated that the supervisory jurisdiction over the area of faculty may be withdrawn and the Court may vacate all prior orders to the extent they are applicable to faculty and enter a prospective order to implement the terms of this Agreement.

### **STUDENT ASSIGNMENT**

#### **A. INTRODUCTION**

Student assignment to schools has been by school zone assignment. The Court Order as amended has authorized the use of "elastic" zones so as to control the percentage of black students in each school within certain maximum and minimum percentages. The Court Order as amended has also required the use of under-projection and over-projection principles in making good-faith projections by the School Board. The Court has authorized and the School Board has implemented magnet programs to assist in desegregation of schools. In addition, the Court has authorized and the School Board has implemented a policy of allowing students a special attendance permit if that special attendance permit would promote the desegregation of schools.

The parties stipulate that since the Court entered the Final Order dated July 23, 1971, and an Amended Judgment on July 30, 1971, issues have arisen on numerous occasions regarding implementation of the Order. Since the entry of the Final Order on July 23, 1971, and the Amended Judgment on July 30, 1971, the parties have addressed those issues that have arisen. Until 1989, the parties had been able to address those issues relating to student assignment by reaching stipulated agreements that were presented to the Court. Following the 1988 Agreement, the parties resolved issues relating to the implementation of the Court Order at Lakewood High School for a number of years. The parties determined that the agreement required no change in the Court Order so filed no Stipulation. However, that resolution precipitated a Motion for Intervention filed May 31, 1990, that was finally resolved by an Order denying intervention on September 7, 1994, which was affirmed on appeal. During that time period, the School Board further addressed student assignment with an unopposed Motion to Establish Magnet Programs that was approved by the Court. The parties again addressed student assignment issues by Stipulations of March 28, 1996, and November 18, 1996. The issue of an additional magnet program was addressed by hearing on May 21, 1998.

Though issues regarding student assignment have arisen over the years, the School Board has always been willing to address those issues, and the parties have been able to resolve those issues between them. The School Board has always addressed the issues concerning implementation of the Court Order.

## **B. CHOICE PLAN**

For the future, the School Board expressed a desire to change from a school zone assignment plan to a choice plan. On December 15, 1998, the parties entered into a Unitary Status Agreement that includes a phase-in choice assignment plan. That Unitary Status Agreement provided for further negotiations between the parties and agreement on the mechanics of the choice plan within 24 months. It provided for four years of "controlled choice" followed by an "area choice" plan. That Unitary Status Agreement was neither accepted nor rejected by the Court, and the parties were referred by the Court to mediation to obtain a more precise agreement between them. The School Board advises that it is not possible for it to determine the mechanics of the choice plan any earlier than 17 to 18 months after the Unitary Status Agreement. The actual target due for the School Board is May 23, 2000. The Court has informed the parties that they should complete the mediation process by December 1999 or, at the latest, January 2000. In an effort to resolve the conflict between those competing deadlines, Plaintiffs will agree to the determination of unitary status and the withdrawal of Court supervision of this issue upon agreement by the School Board to the provisions in this Stipulation.

The School Board will adopt a student assignment plan for the future that will be based upon parental choice. The choice student assignment plan<sup>1</sup> shall be based upon the following general principles:

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<sup>1</sup> "Choice plan" or "the plan" refers to both the "controlled choice plan" of four years duration and the "area choice" or "cluster choice" plan that follows.

1. The choice plan will be consistent with constitutional principles.
2. It will be a choice plan by parents and not a geographic assignment by the school district.
3. It will provide for a phase-in from the current student assignment plan under the Court Order until such time as the additional student stations south of Central Avenue in St. Petersburg are available as required by the Court and stipulated by the parties, followed by a controlled choice plan with ratios for a period of four school years, and then followed by an area choice plan with no required ratios.
4. There will be one student assignment plan for the entire county that is administered the same in all areas of the county.
5. When the final choice plan is implemented, there will be no required racial ratios.
6. Diversity of student population at each school shall remain a valid and preeminent goal and will be encouraged by the choice plan.
7. Each choice area should have equivalent educational resources, such as textbooks, computers, libraries, athletic facilities, special education and expenditures for instructional and other personnel.
8. Existing countywide magnet and fundamental schools and programs will continue as countywide programs. Availability of student stations for countywide magnet and fundamental programs shall not be increased until after the end of the controlled choice phase and will not be decreased if there are sufficient applications for those student stations until the end of the controlled choice phase.
9. Choice areas should be contiguous by grade level and geographically large enough to encompass diverse populations.
10. "Diverse population" of a choice area is defined such that all choice areas upon the selection of boundaries for choice areas shall contain within it no more than 39% black students nor less than 7% black students. If different choice area boundaries are selected for different levels or types of schools (i.e. elementary, middle and high schools) this principle will apply to each level or type of school.
11. Assignment processes will include priorities for siblings, exceptional education programs, and diversity consistent with established constitutional principles and shall meet the requirements of the other principles contained herein.

12. Preferences implemented in the choice plan will be defined so that they can be fully implemented during controlled choice but that their operation will not violate the racial controls agreed to in the stipulation for controlled choice.
13. There shall be no more than four choice areas for each level or type of school (elementary, middle or high school).
14. There shall be sufficient capacity in each choice area to accommodate the student population in the choice area.
15. To the extent possible while meeting the requirements of the preceding principles, the number of students in each choice area should be equivalent.
16. There should be a special attendance permit process for attendance to another choice area.
17. Students shall be provided transportation to the school they attend as selected pursuant to the choice plan if they qualify for transportation for attendance at the school selected pursuant to the choice plan under state law. Students attending schools pursuant to Special Attendance Permits (SAPs) across area lines do not necessarily qualify for transportation provided by the school district. Students attending countywide magnet and fundamental programs shall be eligible for arterial transportation.
18. To the extent possible while meeting the requirements of the preceding principles, choice areas shall be reasonable in size in terms of transportation requirements.
19. The plan will provide information centers that are accessible to parents in each choice area.
20. The plan will provide parents with results on standardized tests, other relevant achievement information, and other relevant information on each school in a choice area through the parent information centers and through outreach program(s).
21. The choice plan shall make provisions for school improvement of those schools that are underchosen in a manner that is consistent with the overall operation of the choice plan.
22. In each choice area for each level or type of school the principals and School Advisory Council (SAC) chairs or designees for each school in

the area shall meet at least annually with the Superintendent's designee to exchange information and discuss school improvement provisions and plans within each choice area.

23. The choice plan should provide for continuity of school assignment within a framework of allowance for parental and student choice.

24. The choice plan shall provide for a meaningful appeal process for students and parents who have a complaint about the implementation of school choice rules and provisions.

25. The only change to be made at the point of conversion from controlled choice to area choice will be the lifting of mandatory ratios.

The Superintendent or designee has begun meeting and conferring with plaintiffs' representatives to attempt to reach agreement on the plan to be recommended to the School Board. The parties have been discussing and will continue to discuss the ultimate mechanics of the choice plan that will include but not be limited to the following issues within the limits provided by the foregoing principles:

1. Any proximity priority during controlled choice shall not conflict with any other terms or provisions of this agreement.
2. Determination of the number and location of choice areas.
3. Definition of preference for choices (exceptional education programs, sibling, diversity).
4. Determination of the operation and relationship of preference categories.
5. Determination of cross area SAP rules.
6. Determination of whether to have a grandfather clause and if so, the definition and determination of operation of the grandfather clause.
7. Determination of any majority to minority transfer policies.
8. Determination of types of school programs including attractor programs.
9. Determination of the provision for transportation services.
10. Determination of provisions for information centers.
11. Determination of whether there will be area councils and if so, the make-up, their duties, selection and by-laws.
12. Determination of the provisions for school improvement for underchosen schools.

13. Determination of capacity sufficient to accommodate the student population in the choice areas.
14. Determination of criteria by which schools will be identified as underchosen.
15. Determination of the continuity of school assignment provisions.
16. Determination of the meaningful appeal process for parents and students who have a complaint about the implementation of school choice rules and procedures.
17. Determination of hardship, non-hardship, medical or other SAP rules for transfer requests.

The Superintendent may present more than one option to the School Board for its consideration with the Superintendent's recommendation of the preferred plan.

The Plaintiffs' representatives and the Superintendent will use all reasonable, good-faith efforts to agree to the options to be presented to the School Board for its consideration. The Plaintiffs' representatives and the Superintendent will also use all reasonable, good-faith efforts to agree on the recommendation to the School Board of the preferred plan. If the Plaintiffs' representatives and the Superintendent agree on the recommendation to the School Board of the preferred plan, both will use their best good-faith efforts to obtain approval of that preferred plan and all aspects of that preferred plan.

If they have not reached agreement on the recommended option to be presented to the Board, they will use all reasonable, good-faith efforts to resolve and agree to as many issues as they can, and shall present to the Board those issues as issues upon which the Plaintiffs and the Superintendent agree. They will use their best good-faith efforts to obtain Board approval of those agreed-upon issues. They will each present such issues upon which they have not been able to reach agreement in whatever manner each sees fit.

Likewise, if Plaintiffs' representatives and the Superintendent have not reached agreement on the alternative options to be presented to the Board, they will use all reasonable, good-faith efforts to resolve and agree to as many issues as they can.

In presenting options to the School Board, the option recommended by Plaintiffs' representatives shall be identified as such. The option or options that will be presented to the School Board shall be made public by the parties on or before March 14, 2000 . The parties may agree to extend the date if necessary. The Superintendent will notify Plaintiffs' representatives of any press conference announcing the options and allow Plaintiffs' representatives to participate in same. Likewise, Plaintiffs' representatives will notify the Superintendent of any press conference announcing options and allow the Superintendent to participate in same. If the options and recommendations of the Superintendent are presented to the School Board at any workshop or meeting, Plaintiffs' representatives shall be allowed equal time to present their recommended option to the School Board.

The Superintendent or designee will provide a written report on the proposed options to DMAC in sufficient time to review the options and make recommendations to the School Board prior to the School Board taking final action on adopting the choice plan, containing a controlled choice component and final area choice component. Plaintiffs representatives may also provide a written report to DMAC in sufficient time for DMAC to review the options and make recommendations to the School Board prior to the School Board taking

final action on adopting the choice plan, containing a controlled choice component and final area choice component.

The School Board will conduct at least one public hearing before taking final action on adopting the choice plan containing a controlled choice component and final area choice component on or before May 23, 2000, provided however this time may be extended at the option of the School Board in order to permit reasonable discussion and input concerning the plan.

Any dispute as to whether the plan adopted by the School Board is in compliance with the required principles or otherwise in compliance with this Agreement and any Order relating to this Agreement will be resolved through the Alternative Dispute Resolution Procedures previously agreed to by the parties and ordered by the Court.

In phasing out the use of racial ratios, the parties stipulate that the attendance zones for the 2000-01 school year shall be the same as for the 1999-2000 school year.

The parties stipulate that for the 2001-02 and 2002-03 school years, the maximum percentage of black students in any school shall be 15% more than the percentage of black students in that type of school in that area of the county (south county elementary, middle and high schools; north county elementary, middle and high schools) and the minimum percentage of black students in any school shall be 15% less than the percentage of black students in that type of school in that area of the county (south county elementary, middle and high schools; north county elementary, middle and high schools).

For purposes of encouraging diversity at all schools once the area choice plan is implemented after four years of controlled choice the parties stipulate that during controlled choice no school will exceed 42% black in its student population. Likewise, no school shall have less than 15% less than the percentage of black students in that type of school (elementary, middle and high school) in that choice area.<sup>2</sup> During the years of controlled choice, the minimum percent of black students attending any magnet or fundamental school or program shall be the minimum determined for the 2002-2003 school year.

Current student stations allocated for countywide programs, such as fundamental and magnet school programs, shall remain available for those programs. This includes the new magnet programs at Melrose Elementary and John Hopkins Middle School that have been authorized by the Court and approved for funding by the federal government; the magnet programs at Perkins Elementary, Ridgecrest Elementary School and Bay Point Elementary School; the fundamental programs at Pasadena Fundamental, Lakeview Fundamental, Southside Fundamental, Bay Vista Fundamental, Tarpon Springs Fundamental, Coachman Fundamental Middle School and Curtis Fundamental; the magnet programs at John Hopkins Middle School and Bay Point Middle School; the magnet programs at St. Petersburg High School, Boca Ciega High School, Largo High School, Pinellas Park High School, Lakewood High School, Gibbs High School, and Palm Harbor University High School.

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<sup>2</sup> Except that, for any type of school (i.e. elementary, middle or high) that has a county-wide open choice, i.e. one choice area consisting of the entire county, there shall be no minimum percentage.

The new student stations called for by the Court Order and all current student stations will not become available for new countywide magnet and fundamental schools or programs until implementation of the area choice plan. Beginning with the determination of the choice areas, fundamental and magnet-type programs may also exist at individual schools as attractors within an area or areas.

### **C. Charter Schools**

The obligation of the School Board to construct new student stations and to implement choice as required by the court order may not be fulfilled by the creation of charter schools within the district. The School Board may accept and approve or disapprove charter school applications in accordance with state law; provided, however, that any charter that is granted will comply in all respects with the provisions of the court order. Any application that does not comply with the provisions of the court order will be denied.

Upon receipt of any application until the implementation of the choice plan without ratios, the School Board will immediately provide a copy of same to Plaintiffs' counsel for review. Plaintiffs' counsel will notify the School Board in writing prior to the School Board's consideration of approval or disapproval of the application about any aspects of the application that Plaintiffs' counsel contends fails to comply with the court order. The School Board will then notify Plaintiffs' counsel in writing of its position with respect to any objection Plaintiffs' counsel has raised and any disputes will be resolved pursuant to the Alternative Dispute Resolution Procedures of the court order. Until such time as the choice plan

without ratios is implemented, no application to which objection has been raised may be granted or denied pending the outcome of the Alternative Dispute Resolution Process and any time limits for approval or denial under state law will be tolled. The School Board's action concerning the application will be consistent with the outcome of that process.

Until the implementation of the choice plan without ratios, the School Board will provide a copy of any proposed charter to Plaintiffs' counsel at least 30 days prior to final approval by the School Board. Plaintiffs' counsel will notify the School Board in writing no later than seven days prior to the School Board's consideration of the final approval of the charter of any objections to the charter Plaintiffs' counsel contends does not comply with the order. A copy of the objections, if any, shall be provided to the charter applicant. Thereafter, the applicant may agree to amend the proposed charter to overcome the objections. Any such amendment will be provided to Plaintiffs' counsel within seven days within receipt of the amendment. After review, Plaintiffs' counsel will notify the School Board as to whether the amendment, if any, is acceptable or whether the proposed charter remains contested. If the proposed charter is uncontested by Plaintiffs' counsel, the School Board may take such action as it deems appropriate.

If there are disputes concerning objections to a charter or amendment to a charter, they shall be resolved through the Alternative Dispute Resolution Process and any action concerning approval of the charter shall be consistent with the outcome of that process. Notwithstanding any provision concerning

guidelines contained in statutes with the approval of a charter, the School Board will take no action to approve the charter until the outcome of the Alternative Dispute Resolution Process for disputes under this Order and any time limits for approval under state law will be tolled.

A finding under the ADR that the charter application or the proposed charter violates any aspect of the Court Order shall be conclusively presumed to be good cause to reject a charter application or proposed charter.

The parties shall stipulate that a charter school applicant or charter holder whose charter application or charter is involved in the ADR process shall be a participant in the ADR process for the sole and limited purpose of resolving any disputes related to the application or charter.

#### **D. Unitary Status**

Based upon the past actions of the School Board and its agreement to this Stipulation and all of the provisions in this Stipulation, Plaintiffs agree that the School Board has acted in good faith compliance with the Court Order and the United States Constitution and has achieved unitary status in the area of Student Assignment. Plaintiffs thereby agree that the Court may withdraw its supervision over this issue and enter a prospective order to implement the terms of this Agreement.

## **QUALITY OF EDUCATION**

### **A. Philosophy**

The goal of an education system is a quality education for each student. The main purpose of this action is to obtain a quality education for black students. The traditional means of measuring the quality of students' education is graduation with diploma, grades and standardized tests scores. In reaching for a quality, stable integrated education, it is, of course, necessary for an education system to have a commitment to that quality education. This commitment must begin at the top and must extend throughout the district.

A commitment alone is not sufficient to achieve quality education for black students. The system must also have a plan for achieving those results and the commitment of its personnel to carry out that plan. For black students to receive and obtain a quality education in significant numbers, they must be included in significant numbers in classes that have higher requirements and must be exposed to the most challenging curriculum and program for each child that will produce high levels of success for them. In addition, black students must not be inappropriately placed in special education classes and classes with lesser requirements (e.g. being placed in a level one course when the student should be placed in a regular or advanced level two or three course).

Finally, it is axiomatic that students must be present in order to receive quality education. Students who drop out will fail to receive that quality education. For black students in general to receive a quality education, it is necessary that dropout rates of black students not be excessive. In addition, students who are

suspended invariably have great difficulty in achieving success. It is necessary that students behave appropriately and that a stable and safe learning environment be maintained. Moreover, it is also necessary for black students to receive fair treatment and believe they are receiving fair treatment. To that end, excessive use of suspensions, both in-school and out-of-school, must be addressed.

#### **B. Prior Stipulation**

The parties have previously entered into a Stipulation dated June 18, 1998, regarding the development and implementation of a plan addressing black student achievement, black student discipline and assignment of black students to classes and programs.<sup>3</sup> Pursuant to that Stipulation, the School Board has adopted and begun implementation of the comprehensive Plan addressing black student achievement, black student discipline, and assignment of black students to classes and programs. Although the June 18, 1998, Stipulation addressed the development of a plan for black students, the Plan that was developed will benefit all students.

The Stipulation of June 18, 1998, was entered at a time when the Court retained jurisdiction over this case and specifically over this issue. That agreement had been part of a more comprehensive agreement that fell through

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<sup>3</sup> Consisting of the Plan to Improve Student Achievement (PISA), the Plan to Improve Student Discipline (PISD) and the Plan to Improve Class and Program Assignment (PICAPA) [see Exhibit "A" attached hereto] and not to be confused with the Plan to assign students by choice (choice plan). The Defendants have specifically represented that this Plan (Exhibit A) is a document constantly in change, modification and improvement.

when the School Board rejected all other provisions of the more comprehensive settlement negotiations. To obtain the June - 18, 1998, agreement from Defendants, the Plaintiffs gave up only the right to file with the Court immediately for the relief obtained in that Stipulation. Plaintiffs retained the right to receive information and to return to the Court for relief should Plaintiffs be dissatisfied with the effort or results from Defendants.

The parties continued to negotiate, and on December 15, 1998, entered into another agreement entitled Unitary Status Agreement. The Unitary Status Agreement provided for monitoring of the Plan under Court supervision until the end of June 2005. It also provided for the formation of a monitoring and advisory committee (DMAC) to receive information from and give advice to the School Board with regard to the Plan and the results it produced.

The Court has neither approved nor rejected either of the prior Stipulations. The parties continued to negotiate and entered into a third Stipulation of May 3, 1999. In that agreement, the parties stipulated to unitary status in the areas of Facilities and Resources, Transportation and Administrative Staff Assignment. That Stipulation also contained an agreement establishing the District Monitoring and Advisory Committee (DMAC) and some details concerning its formation and function. It also contained an Alternative Dispute Resolution process. That Stipulation was approved by the Court in an Order dated July 14, 1999, and an Amended Order of August 30, 1999, nunc pro tunc to July 14, 1999.

The parties intend to abide by the terms of the Stipulations of June 18, 1998, and December 15, 1998, except as modified by the May 3, 1999, Stipulation and the Order of the Court approving that Stipulation and by this agreement. As a result of the 1998 agreements, the Defendants, Pinellas County School Board, et al., must show and continue to show:

- (a) whether Defendants have implemented the Plan in good faith;
- (b) whether such implementation has succeeded in addressing in a substantial and meaningful way equitable student achievement, equitable student discipline and equitable assignment of students to classes and programs (described in that June 18, 1998, Stipulation); and,
- (c) whether continued good-faith implementation of the Plan offers a realistic promise of achieving the goals of equitable student achievement, equitable student discipline and equitable assignment of students to classes and programs (described in that June 18, 1998, Stipulation). Nothing herein, however, shall be interpreted contrary to or alter the School Board's obligations and requirements under existing federal law concerning education of students with disabilities.

By this agreement, the parties shall provide more specific, detailed and measurable guidelines for assessing those goals and providing for agreement to unitary status.

### **C. Aspirational Goals**

The School Board's District Comprehensive Plan includes Aims of Highest Student Achievement and Safe Learning Environment.<sup>4</sup> The Aims of Highest Student Achievement and Safe Learning Environment apply to black students equally as they do to white students. The Aims of Highest Student Achievement and Safe Learning Environment for each student and as applied to each black student and as further clarified herein by aspirational goals are so ambitious that actual achievement for each student is not expected. However, a good faith effort to attempt to reach these goals is expected for each student. Because this Stipulation is in resolution of Bradley, et al., v. Pinellas County School Board, et al., a class action on behalf of the class of all black children eligible to attend public schools in Pinellas County, Florida, past, present and future, it is specifically stipulated that, the Aims of Highest Student Achievement and Safe Learning Environment and the respective goals of each Aim as expressed herein apply to black students equally as they do to white students. Because this Stipulation is an extension of and supplement to the June 18, 1998, Agreement between the parties and the Unitary Status Agreement of December 15, 1998, the aspirational goals are described herein according to the three areas previously agreed to of Student Achievement, Student Discipline and Assignment of Students to Classes and Programs.

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<sup>4</sup> It also includes aims regarding its relationship to the community, its work force and its management system. [See Exhibit "A", Appendix C attached hereto]

## **I. Student Achievement**

The Defendant School Board and its employees, and the Plaintiff class (black students and parents) all have important rights and obligations with respect to student achievement. Both sides recognize that in order to make progress toward the following aspirational goals, the School Board and its employees, and all students (including black students) and their parents must work diligently and conscientiously. In general, making progress toward the attainment of the following aspirational goals requires that the School Board shall work to maximize the potential of each student and attempt to provide equal education to each student, including each black student. Making progress toward the attainment of the following goals further requires that students take their appropriate share of responsibility for their learning by paying attention in class, working diligently on homework and other assignments, and contributing to the maintenance of an orderly learning environment. At all times the School Board will continue to recognize its obligations, as set forth in greater detail elsewhere in this stipulation, to address all such results achieved in moving toward these aspirational goals in its reporting obligations to DMAC, in responding to DMAC recommendations, and in the School Board's cycle of planning, implementing and evaluating its program.

With respect to student achievement, these goals for each student, including each black student, are as follows:

1. Each student will read and comprehend a variety of materials, locate and apply information at grade level or above.

2. Each student will write, speak, listen, and use technology to communicate at grade level or above.
3. Each student will apply mathematical skills to analyze and solve problems at grade level or above.
4. Each student will think creatively and analyze tasks to solve problems at grade level or above.
5. Each student will develop and demonstrate personal responsibility for learning and self-management.
6. Each student in the regular education program will meet or exceed the academic standards in each discipline as defined by the Sunshine State Standards and Pinellas County Schools Student Expectations.
7. Each student in the regular education program will progress a full year or more in educational achievement each school year.
8. Each student shall achieve and maintain a 2.00 GPA or its equivalent or better.
9. Each student will remain in school until the completion of high school and will graduate from high school.
10. Each student will have an equal opportunity to achieve Principal's List, Honor Roll and other student achievement honors and the School Board will work to maximize the potential of each student and attempt to attain a diverse and equitable representation of students earning such achievement honors.

## **II. Student Discipline**

Making progress toward the achievement of the following aspirational goals with respect to student discipline also requires the recognition of rights and obligations on the part of the School and its employees, as well as the Plaintiff class of black students and their parents. Plaintiffs are concerned about disparate rates of discipline in "subjective" areas (as opposed to "objective" areas, such as possession of drugs in which rates of discipline for black and non-black students are roughly equal, or alcohol offenses, in which rates of discipline for black students are less than those of non-black students). It is not the purpose of this document to assess blame. Making progress toward the achievement of the following aspirational goals requires the School Board and its employees to apply discipline to all students fairly, and with sensitivity, without regard to race. It requires students to demonstrate the appropriate respect for the orderliness and importance of the learning environment. It requires parents to support discipline fairly and consistently administered to their children as part of the educational process, in order to achieve the aspirational goals for student discipline.

These goals for each student, including each black student, are as follows:

1. The district and the community will work together to provide a safe learning environment for each student.
2. Each student will demonstrate respect and responsibility for the learning environment.

3. Each student will be disciplined fairly and consistently with the *Code of Student Conduct* and race shall not be a factor in applying discipline.
4. The district and community will work together to reduce disparate rates of discipline, whether overall, for specific offenses or at specific schools, within a framework of:
  - a) fair, equal and sensitive treatment of each student by the district and its employees;
  - b) responsibility of each student for his or her own conduct; and
  - c) responsibility of parents of each student to prepare each student to arrive at school ready to conform to normal standards of orderliness and discipline consistently applied appropriate to their age, and to support the School Board and its employees in fairly, consistently, and appropriately applying disciplinary standards to their children.

### **III. Assignment to Classes and Programs**

Defendants, School Board, et al., desire that each student be assigned to programs and classes that provide the highest degree of challenge for each student. Defendants further desire that each student has all of the knowledge and skills necessary to be successful in any class or program to which that student is assigned. Defendants further desire that each student needing special assistance in his or her education receives that special assistance. Defendants also desire that federal and state laws applicable to any special program be complied with and followed.

Plaintiffs, however, are concerned with their perception that the School District expects black students to be less capable and talented than white students and less capable and talented than they actually are. Plaintiffs believe that Defendants seem often to presumptively assign black students to programs and classes with less expectations than the true capabilities of those students. Plaintiffs believe there is a racial disparity in the assignment of students to classes and programs and are concerned about that perceived racial disparity.

Making progress toward the achievement of the following aspirational goals requires that the School Board and its employees work to maximize the realization of the potential of each and every student and to attempt to find solutions aimed at reducing racial disparity in the assignment of students to classes and programs. It requires that each student, including each black student, work to maximize his or her potential and attain the prerequisite knowledge, skill and course-work for participation in more advanced and challenging classes and programs. It requires that students be assigned to special education programs in accordance with strict, conscientiously non-discriminatory application of federal and state laws.

These goals for each student, including each black student, are as follows:

1. Each student should be provided with the highest degree of challenge in learning appropriate for that student.
2. The School Board will work to provide and each student shall work to attain the requisite knowledge, skill and course-work necessary for participation in more advanced and challenging classes and programs.

3. The School Board will work together with each student to maximize the realization of the potential of that student. .
4. The School Board and the community will work together to attempt to find solutions aimed at reducing racial disparity in the assignment of students to classes and programs.

#### **D. Continuous Improvement Agreement**

To implement and attempt attainment of the aspirational goals and to continue attempts to effectuate the Aims of Highest Student Achievement and Safe Learning Environment, the parties agree to a continuous improvement process.

The Defendant School Board shall continue to implement all state and federal law and Pinellas County School Board policy with regard to school improvement and accountability, which includes, but is not limited to, Section 230.23 Florida Statutes (1999) , State Board of Education Administrative Rule 6A-1.09982 and School Board policy 2.17 and amendments thereto enacted after the date of this agreement. This agreement between the parties to a continuous improvement process applies to all students, including all black students, and is as follows:

##### **I. Student Achievement**

To implement this, each school by the beginning of each school year will establish goals in the school improvement plan for the improvement of student achievement, including black student achievement, for the ensuing school year. Prior to the development of the school improvement plan, the School Board

through the Superintendent, shall direct each school to include goals and measures addressing the aspirational goals in this agreement relating to improvement in student achievement.

Such goals and measures as they relate to black student achievement, may include but not be limited to all or some of the following: improvement in students' standardized test scores; improvement in students' reading test scores; improvement in students' math test scores; improvement in students' performance in Sunshine State Standards as described in the Pinellas County Schools Student Expectations; improvement in reducing student drop-out rates; improvement in increasing student graduation rates; improvement in increasing student grade point average; improvement in student achievement on Honor Roll, Principal's List and other student achievement honors; or improvement in overall educational achievement of students (aimed at improving student achievement from one year to the next).

The goals may, in addition, contain specific improvements in the processes used by the school to accomplish the education of students especially including underachieving students (such as tutorial programs, mentor programs, peer group programs or other programs and processes)

These goals should be developed with the advice and assistance of the School Advisory Council (SAC). These annual goals and the results achieved shall be reported at least annually to DMAC as part of the Superintendent's report and presentation on the district's Plan addressing student achievement.

The Superintendent shall also provide at least annually to DMAC the District's Strategic Plan including student achievement goals, measures and key indicators.

At least annually, the Superintendent shall report to DMAC the data and information disaggregated by race and sex defined in the Strategic Plan's measures and key indicators as well as the annual Area Achievement Report and other information that DMAC may reasonably request. DMAC shall evaluate whether the District has made a good faith effort to move toward the goals especially in the area of black student achievement. DMAC will advise the Board of any modifications or changes that DMAC recommends in accordance with the School Board rule and Court Order establishing DMAC.

It is expressly understood that DMAC recommendations reported to the Superintendent and to the School Board in this area may address recommended changes with regard to the School District's Strategic Plan and key indicators that are directed towards enhancing student achievement of the plaintiff class of black students as well as other students. Recommended changes may also relate to specific school improvement plans. The parties recognize that the agreed upon and court approved structure of DMAC requires the Superintendent to review DMAC recommendations and to provide his recommendations regarding each DMAC report, recommendations or comment to the Board in a timely manner and that the School Board will take such action and provide such response as it deems appropriate.

The Board will consider these recommendations as well as recommendations from any other source the Board-wishes and take appropriate action in accordance with the rule that establishes DMAC.

## **II. Student Discipline**

Each school prior to the beginning of each school year will establish goals in the school improvement plan for improvement in student discipline issues for the ensuing school year. Prior to the development of the school improvement plan, the School Board through the Superintendent shall direct each school to include goals and measures addressing the aspirational goals in this Agreement relating to student discipline. Such goals and measures as they relate to black student discipline may include but not be limited to all or some of the following: improvement in providing a safe learning environment for all students, including all black students; improvements in developing respect and responsibility for the learning environment for all students, including all black students; improvements in the relative rates of student discipline, whether expulsion, suspension (in or out of school) or other. The goals may, in addition, contain specific improvements in the processes used by the school to accomplish the fair and equal discipline of black students.

These goals should be developed with the advice and assistance of the School Advisory Council (SAC). These annual goals and the results achieved shall be reported at least annually to DMAC as part of the Superintendent's report and presentation on the district plan addressing student discipline.

The Superintendent shall also provide at least annually to DMAC, the District's Strategic Plan including safe learning environment goals, measures and key indicators.

At least annually, the Superintendent shall report to DMAC the data and information disaggregated by race and sex defined in the Strategic Plan's measures and key indicators as well as the annual Area Achievement Report that includes discipline data, the report of the District Discipline Steering Committee and such other information as may reasonably be requested by DMAC. DMAC shall evaluate whether the District has made a good faith effort to move toward the goals in the area of black student discipline. DMAC will advise the Board of any modifications or changes DMAC recommends in accordance with the School Board's rule and Court Order establishing DMAC. The Board will consider these recommendations as well as recommendations from any other source the Board wishes and take appropriate action in accordance with the rule and the Court Order.

### **III. Assignment to Classes and Programs**

Each school shall review class selection and assignment to determine racial diversity in registration and assignments for classes and programs for the ensuing school year. Each school, prior to the school year, will establish goals in the school improvement plan for attaining or maintaining racial diversity in the registrations, choices or assignments of students to classes or programs. Prior to the development of the school improvement plan, the School Board through the Superintendent shall direct each school to include goals and measures

addressing the aspirational goals in this agreement relating to assignment to classes and programs. Such goals and measures may be all or some of the following: improvements in student participation and success in honors classes, advanced placement classes, accelerated courses; junior college dual enrollment courses and other similar courses, magnet and fundamental programs, and gifted programs, and other high achievement programs; improvements in student participation in EMH and other similar programs; and improvements in providing each student with the highest degree of challenge appropriate for that student.

In establishing eligibility for programs and services for children with disabilities such as EMH or SLD, the reported IQ of students shall not be the sole determining factor. Other factors such as adaptive behavior must also be utilized in accordance with state and federal law. With regard to eligibility for gifted programs, the district shall continue to provide individual student assessment and shall seek grant funding and other alternative means to provide an independent evaluation by a qualified person if a parent or guardian challenges the validity of the district provided assessment.

At least annually the Superintendent shall report to DMAC information disaggregated by race and sex that DMAC needs in order to evaluate whether the schools have attained gains in assignment of black students to classes and programs in which over representation or under representation by race exists. If schools have attained gains in this area, DMAC will evaluate the data and advise the Board of any changes DMAC recommends to improve gains. The Board will

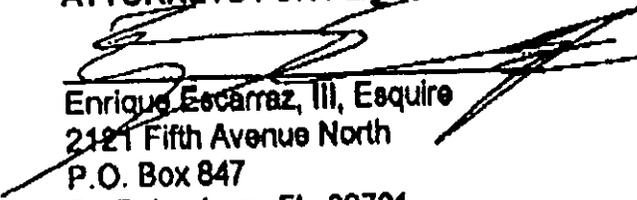
consider these recommendations as well as recommendations from any other source the Board wishes.

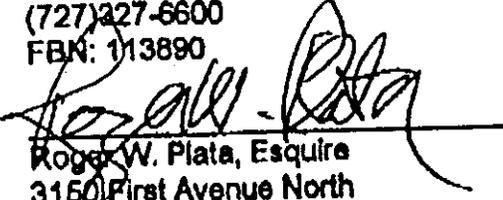
**E. Unitary Status and Court Supervision**

As a result of the actions of the Defendants in the past and the agreements made in this Stipulation, the parties stipulate that the School Board has achieved unitary status with regard to relative quality of education. It is further stipulated that the jurisdiction of the Court over the areas of Relative Quality of Education may be withdrawn and all prior orders to the extent they are applicable to relative quality of education may also be withdrawn and the Court may enter a prospective order to implement the terms of this agreement.

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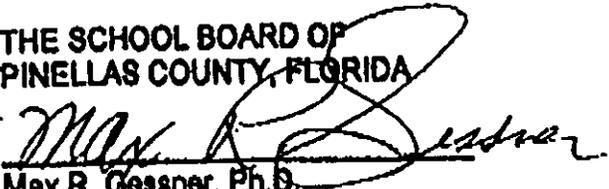
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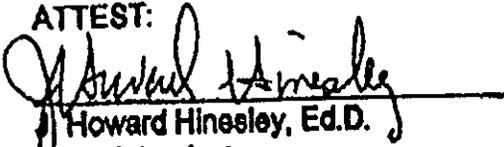
  
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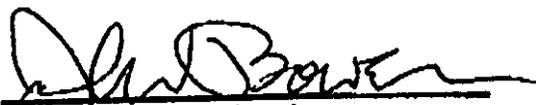
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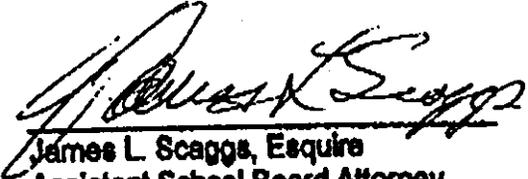
**THE SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA**

  
Max R. Gessner, Ph.D.  
Chairman

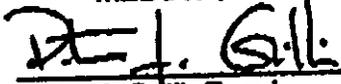
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