

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

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

Plaintiffs,

vs.

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

THE PINELLAS COUNTY SCHOOL  
BOARD, et al.,

Defendants.

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**MEMORANDUM OF UNDERSTANDING REGARDING  
DISTRICT MONITORING AND ADVISORY COMMITTEE**

***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.

The parties entered into a Memorandum of Understanding on Administrative Staff Assignment and Faculty on January 31, 2012. Plaintiffs and Defendants have continued to meet informally and without a mediator to discuss the remaining issues. In particular Plaintiffs and Defendants have met and discussed issues relating to DMAC.

### ***III. Effect of this Memorandum***

This Memorandum sets forth the understanding the parties have reached to date through the informal discussion process in the area of DMAC. 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 area of DMAC. 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 DMAC are set forth below.

**A. District Monitoring and Advisory Committee Training**

*1. Training from Perspective of Plaintiff and Perspective of Defendant*

Training of new DMAC members has become an activity in which only the Defendant has participated. The parties acknowledge that perspectives from both Plaintiffs and Defendants are necessary for new DMAC members to more properly understand their role and purpose. The parties will, every two years, agree upon a date shortly after the appointment of members (on the 4-year alternating rotation of appointment) for representatives of Plaintiffs and Defendants to jointly conduct training for new members.

*2. Three Elements to Training*

The parties agree that training should include three elements - a) history and purpose of black education in Pinellas and of the Bradley case; b) description of the way of work of DMAC; and c) training on use and analysis of data – as more fully described below.

a. History and Purpose - Training of DMAC members should include a history of the education of black children in Pinellas County as well as a history of the Bradley case and the circumstances surrounding the Bradley case.

b. Description of way of work of DMAC - The general methodology followed by DMAC should be included in the training information provided new DMAC members. This information may be provided by more experienced DMAC members.

c. Training on use and ways of analysis of data - Much of the information that is to be provided to DMAC members is data. The parties agree that it is essential to know how to use the data and how to analyze data for DMAC members to be effective.

*3. Follow-up Training*

DMAC members should review and renew training on the above information at least every two years.

**B. Prioritization of Quality of Education and Green Factors**

The parties agree that Quality of Education and the three Quality of Education factors - Student Achievement, Student Discipline, and Assignment to Classes and Programs - have a more direct relationship to the measurement of black students equally and agree that the DMAC should give those issues first priority. The parties further agree that the Green Factors of Administrative Staff, Faculty, and Facilities and Resources (to the extent not covered in Quality of Education factors) should receive a second level of priority by DMAC. Extracurricular Activities,

Transportation, and Student Assignment (again to the extent not covered by Quality of Education factors) should receive a third level of priority.

**C. Regular Reporting from DMAC to District and Board**

*1. District Reports to Plaintiff*

District will provide copies to Plaintiff of (i) all reports and all recommendations by DMAC, (ii) all responses of the District and recommendations of Superintendent to any reports or recommendations of DMAC, and (iii) all responses by the School Board to any DMAC reports and recommendations of DMAC.

**D. Sources of Appointees**

The parties agree that DMAC should review the sources of appointees both periodically and upon events indicating need for review, such as continued lack of attendance. Periodic review should occur every eight (8) years to determine continued feasibility and whether there are other sources of appointees that should be considered. Events indicating a need for review include, but are not limited to, an open seat, continued lack of attendance, and a request by an outside source.

**E. Meeting Places**

The parties agree that DMAC should conduct at least 50% of its meetings at locations throughout the community and not at the District's Administrative Building.

**F. Means & Methods of Implementation**

None of the provisions addressed in this MOU require prior amendment to School Board Policy 2130 ("District Monitoring and Advisory Committee (DMAC)"), except any changes made in sources of appointees. Any such source changes would be accomplished according to the process described in the Agreement between the parties and in the Policy itself.

*V. Miscellaneous*

**A. Effective Date**

This Memorandum shall be effective as of the date executed by both parties.

**B. Review Dates**

The parties agree to meet in October of each year commencing in 2013 at which times the parties shall discuss progress achieved through implementation of the means and methods set forth in this Memorandum. The Defendants shall furnish Plaintiffs' attorneys with supporting data, if any, 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

By: *Carol Cook*  
Carol J. Cook, Chairperson **FEB 12 2013**

Date: **FEB 12 2013**

Attest:

*Michael Grego*  
Michael A. Grego, Ed.D.  
Superintendent

Date: **FEB 12 2013**

Approved as to form:

*David Koperski*  
David Koperski  
School Board Attorney

Attorneys for Plaintiffs:

*[Signature]*  
Enrique Escarraz, III, Esquire  
2500 1st Avenue South  
St. Petersburg, FL 33712

Date: *Jan 24, 2013*

*[Signature]*  
Roger W. Plata, Esquire  
3510 1<sup>st</sup> Avenue North – Suite 129  
St. Petersburg, FL 33713

Date: *Jan 24, 2013*