

Facilitated Resolution Between the Parties (FRBP) Agreement Concerned African American Parents (CAAP) v. Upper Dublin School District #03-16-1054

This Facilitated Resolution Between the Parties Agreement (“FRBP Agreement”) is entered into on this 28th day of October, 2019, by and between Concerned African American Parents (hereinafter “CAAP”) and Upper Dublin School District (hereinafter the “District”) (collectively the “Parties” where appropriate). In consideration for the mutual promises set forth below, the Parties agree as follows:

WHEREAS, on or about November 23, 2015, CAAP filed a Complaint against the District with the U.S. Department of Education, Office of Civil Rights (“OCR”), Case Number 03-16-1054, alleging race discrimination in violation of Title VI of the Civil Rights Act of 1964 and its implementing regulations in regard to the District’s policies and practices pertaining to: 1) discipline; 2) academic course tracking; and 3) identification of students for gifted education (the “OCR Action”).

WHEREAS, on or about March 10, 2017, the District responded to the Complaint in the OCR Action denying the allegations of discrimination and advising that it had been and was continuing to voluntarily make changes within the District to nevertheless address the concerns raised by CAAP.

WHEREAS, the Parties desire to amicably settle fully and finally all disputes between them and dispose of the Action.

WHEREFORE, in consideration of the covenants and mutual promises set forth herein, and intending to be legally bound thereby, the Parties agree as follows:

A. Actions to be Taken by the District.

1. The following changes will affect mathematics courses offered at Sandy Run Middle School and Upper Dublin High School from grade 6 through the completion of the Algebra I curriculum.
 - a. Beginning with the 2019-2020 school year, the District will reduce the number of tracks for 6th-grade math to two.
 - b. Beginning with 2020-2021 school year, the District will reduce the number of tracks for 7th-grade math to two.
 - c. Beginning with 2021-2022 school year, the District will reduce the number of tracks for 8th-grade math to two.
 - i. For 8th grade students not yet ready for Algebra I, the District will develop another course and the rostering for that course shall be such that no one subgroup of students shall be over-represented.
 - ii. This course will be called Algebra IA. Students will take Algebra IB in 9th grade.
 - iii. Enrollment in Algebra IA in 8th grade and Algebra 1B in 9th grade shall not mean that students will always be placed in low-level math and/or science courses.
2. For the 2019-2020 school year, the District commits to move forward with implementing its current plan to eliminate tracking in Algebra I for 9th graders.
3. For middle school students, by the 2022-2023 school year the District will eliminate having more than one track or level in all subject areas, and will eliminate any sub-tracks, except the District reserves the right to develop a mathematics course for students in 8th grade who are not ready

for Algebra I, as described in paragraph (A)(1). The rostering for that mathematics course shall be such that no one subgroup of students shall be over-represented.

4. The following changes will affect course offerings at Upper Dublin High School.
 - a. By the 2022-2023 school year the District will eliminate having any tracks beyond Honors and Academic, and will not sub-track within the Honors or Academic tracks.
 - b. Enrollment in AP and Pre-AP courses will not be conditioned on previously taking AP, Pre-AP, or Honors courses.
5. By December 1, 2019, the District will adopt a Policy or Administrative Regulation to reflect the revisions described in paragraphs 1 through 4.
6. The District agrees to provide to the School Board annually, during a public meeting, data concerning the sub-group representation, including but not limited to African American sub-group's representation in AP, Pre-AP, Honors and 8th grade Algebra 1 classes (collectively, "higher level courses").
7. The District will also provide to any parent group or individual parent the data upon request. If the data show that there is under-representation of African American students in the higher level courses, the District will identify any barriers to African American students' participation.
8. For the 2019-2020 school year, the District will eliminate the "Against Educational Advice" form. The District shall provide a form called the "Course Override" form in its place. Beginning that school year, the District will allow parents/guardians to override teachers' recommendations for class placement in writing (letter or e-mail) or in person. The District will also not require parents/guardians to participate in discussions about such placements. If parents chose to participate, the District will permit parents/guardians to do so in person or by telephone.
9. By December 1, 2019, the District will develop Administrative Regulations detailing when the local police will be notified for disciplinary incidents in accordance with the Memorandum of Understanding Between the Upper Dublin Police Department and the District.
10. The District will continue annual professional development training in restorative disciplinary practices at the high school, which shall include ongoing training around implicit bias. This training shall be required of administration and instructional staff. All District staff will receive implicit bias training. The District will provide notice to CAAP and to the public of any changes to this training within 30 days of the change.

B. Resolution of Complaint. CAAP and the District agree that execution of this Agreement, and approval of the Agreement by the District's board, resolves the complaint.

C. Release by CAAP. CAAP, on behalf of itself and its agents, representatives, members, officers, directors, predecessors, successors and assigns, and anyone claiming by or through it (collectively "Releasers"), for and in consideration of the promises and covenants made by the District herein, and intending to be legally bound, does hereby REMISE, RELEASE AND DISCHARGE, the District, and its past, and present directors, elected or otherwise, board members, administrators, employees, attorneys, insurers, agents, representatives,

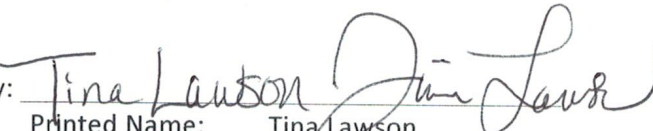
predecessors, successors and assigns (collectively “Releasees”) of and from all actions, claims, causes of action, suits, obligations, promises, agreements, damages, compensatory damages, punitive damages, attorneys’ fees, costs, disputes, demands, liabilities, and losses of every kind, arising under the Complaint filed by CAAP with the U.S. Department of Education’s Office for Civil Rights on November 23, 2015.


- D. Since the current Board and Superintendent cannot indefinitely bind future Boards to course offerings, all parties reserve their rights to pursue whatever remedies are available if and when a future Board determines not to maintain any provision of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound thereby, the Parties have executed the foregoing Facilitated Resolution Between the Parties Agreement on the dates respectively set forth below.

Concerned African American Parents

Upper Dublin School District

By: 
Printed Name: Tina Lawson
Title: President of CAAP
Date: October 10, 2019

By: 
Printed Name: Steven M. Yanni
Title: Superintendent of Schools
Date: October 28, 2019

Signed on behalf of the Upper Dublin Board of School Directors