

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

LENA VERN DANDRIDGE, ET AL.,
Plaintiffs,

CIVIL ACTION NO.: 64-14801

VERSUS

SECTION: "N"

JEFFERSON PARISH SCHOOL BOARD,
ET AL.
Defendants.

JUDGE: KURT D. ENGELHARDT

CONSENT ORDER

On March 8, 2007 the court issued an order directing the parties to jointly (a) identify conditions or facets of the operations of the Jefferson Parish Public School System (the "School System") in which pockets of inequality no longer exist and in which the School System's operations are in compliance with the Constitution; (b) identify conditions or facets of the operations of the School System where further remedial action may be required to bring the School System into compliance with the Constitution; and (c) provide the court with a proposed plan in the form of a consent order, prepared through good faith efforts conducted in close cooperation, that when fully implemented by the Jefferson Parish School Board (the "School Board") will bring the remaining facets of the operations of the School System into compliance with the Constitution.

Pursuant to the March 8, 2007 order of the court, the parties have conferred in good faith and in close cooperation with one another and jointly present to the court a list of suggestions for modifications to existing orders of the court in the form of this Consent Order.

On March 14, 2008, the court approved portions and rejected other portions the proposed Consent Order with instructions to revise the Order and report back to the Court with a specified time (Minute Entry, Document 138). Pursuant to the said Minute Entry, the parties have conferred

in good faith and met with the Court to review and revise the rejected portions of the Order. The parties submit this Consent Order for the Court's consideration at this time to allow the orderly changes in school attendance zones and to address other matters in an effort to implement certain changes in the upcoming school year of 2007/08.

Upon review, the court has determined the provisions of this Consent Order are consistent with applicable federal law, and that its provisions are reasonable, equitable, constitutional, and consistent with public policy. These determinations are based upon evidence produced at the fairness hearing, representations of counsel made to the court pursuant to a review of documents, and other information provided by the School System on numerous prior occasions and discussions held among counsel and with Dr. Diane Roussel, Superintendent of Schools, Jefferson Parish Public School System, and members of her staff; discussions also were had with, and input received from, members of the Jefferson Parish Public School System Task Force as well as other interested members of the public residing within the territorial jurisdiction of the Jefferson Parish School District (the "School District").

The parties agree and the court further finds that although progress has been made in other areas of the operations of the School System, and in certain of them to a substantial degree, there remains a need for additional progress to be made in order to bring the School District into full compliance with the Constitution.

Therefore, it is **ORDERED, ADJUDGED AND DECREED** as follows:

STUDENT ASSIGNMENTS:

1. The contiguous student attendance zones in Attachment “A” to this Consent Order are hereby approved for implementation for grades kindergarten through twelve, inclusive, the commencement of School Year 2008-09. The School System shall devise appropriate procedures to verify residency of students to assure that each student, other than those attending a school pursuant to a transfer authorized by this Consent Order, are enrolled in the school zoned for the domicile of their parent or guardian (where the parent or guardian is domiciled in the School District) or place of principal residence (where the parent or guardian’s domicile is outside the School District). Residency may not be based upon an order entered by a state court granting a person other than a student’s parent provisional custody of the student.

The School Board shall review student attendance zones once every three years to determine whether its desegregation aims are being met and shall provide student enrollment information by race by school based upon October enrollments in the year of review to plaintiffs. Recommendations may be made to the court by the parties or either of them for adjustments to student attendance zones based upon the review.

At any point in time that a school should become overcrowded in the judgment of the superintendent of schools, the School Board may petition the court for such changes to student attendance zones as may be required to alleviate the overcrowding condition, or it may establish, with court approval, one or more overflow grades at a school in a student attendance zone school in reasonable proximity to accommodate a grade overflow as determined by state law or regulation establishing maximum student grade enrollments. Assignments to an overflow receiving school

shall not result in a desegregated school becoming racially identifiable or in increasing the race in the majority in a racially identifiable school.

During the period of time in which this Consent Order is in effect with respect to student assignments no adjustments to the student attendance zones in Attachment "A" to this Consent Order shall be made without first obtaining the approval of the court.

2. Subject to the exceptions provided for in Paragraph 11 of this Consent Order, each student shall be assigned to attend the school zoned for the domicile of his/her parents, custodial parent as specified in an order of a court of competent jurisdiction, or his legal guardian, as the case may be, unless enrolled in a school other than his/her attendance zone school pursuant to a transfer or election option provided for in this Consent Order. Principals shall take such measures as may be reasonably prudent to assure compliance with this requirement including, but not limited to, requiring reasonable documentation to verify domicile whenever there may be any reasonable doubt or question as to domicile.

Where homeless status is claimed, the student shall be enrolled. Within 15 days of enrollment, the student's parent, custodial relative, or custodial friend shall execute a sworn affidavit attesting to the student's homeless status on a form provided by the School System which shall recite in boldfaced print that any person making false attestations in the affidavit will be reported to the United States District Court for the Eastern District of Louisiana for such action as the court may take for a false attestation made in violation of this Consent Order's student assignment plan. In addition to the execution of the affidavit provided for in this paragraph, an affidavit shall be required within the same time period from any person or facility with or in which the homeless student's parent, custodial relative, or custodial friend claims to reside or provisionally reside on a form

provided by the School System which shall recite in boldfaced print that any person making false attestations in the affidavit will be reported to the United States District Court for the Eastern District of Louisiana for such action as the court may take for a false attestation made in violation of this Consent Order's student assignment plan. Failure to timely submit the affidavits required in this paragraph shall result in removal of the student from enrollment in the school. A copy of each of the affidavits required in this paragraph shall be submitted to counsel for the parties within 10 days of receipt by the principal. Either party for good cause shown to the court may challenge a student's homeless status.

The parties agree and so stipulate that, in the court's consideration of compliance with this Consent Order, no party shall cite, as an objection to the failure to achieve "unitary status", the fact that a particular school(s) situated on the east side of the Mississippi River is desegregated based upon total student enrollment on the east side of the river within plus or minus 15 percent.

The parties further agree and so stipulate that, in the court's consideration of compliance with this Consent Order, no party shall cite, as an objection to the failure to achieve "unitary status", the fact that a particular school(s) situated on the west side of the Mississippi River is desegregated based upon total student enrollment on the west side of the river within plus or minus 15 percent. This shall exclude any student(s) residing in and in proximity to the towns of Grand Isle and Lafitte (as inclusive of the areas of Crown Point and Barataria, hereinafter collectively referred to as "Lafitte"). The towns of Grand Isle and Lafitte are excepted because of their remoteness from other west side areas of the School District.

3. The School System shall provide gifted and talented services for students identified as gifted or talented at the school they attend.

4. The School District is authorized to continue to utilize all existing regular and comprehensive schools and special schools in the School System.

5. Subject to the exception in Paragraph 11 of this Consent Order, the School District is authorized to continue to utilize the School System's previously existing magnet schools. Where admissions to previously existing magnet schools utilize entrance and/or retention requirements the same shall be based on non-discriminatory, race neutral requirements and criteria, and a recruitment plan shall be devised by the School System, in cooperation with plaintiffs, that shall seek to assure, to the extent practicable, a desegregated student enrollment in such schools.

The School System shall devise appropriate forms for students seeking a magnet school transfer and for students enrolled in magnet schools seeking to return to their attendance zone school. All such transfers for students in grades pre-kindergarten through seven shall be made at least 30 days prior to the commencement of a school year or, where permitted by a particular magnet program with sufficient grade level capacity to accept a transferring magnet student, at least 30 days prior to the beginning of the second semester of a school year. Students in grades pre-kindergarten through seven wishing to return to their student attendance zone school shall submit the appropriate form prior to the end of the school year of enrollment in a magnet school. Students in grades 8 through 12 seeking enrollment in a magnet school shall submit the appropriate transfer form at least 30 days prior to the commencement of a school year. Students in grades 8 through 11 wishing to return to their student attendance school shall submit the appropriate form prior to the end of school year of enrollment in a magnet school.

Students entering into the School System for the first time may seek enrollment in a magnet school upon entering into the School System from another school district or from a private or home

school situated within the Parish of Jefferson where such in-term enrollment is permitted by a magnet program and neither grade level nor school overcrowding will result.

Each magnet transfer shall be approved by the person employed or designated in accordance with Paragraph 32 of this Consent Order and no magnet transferring student shall be permitted enrollment in a receiving school in absence of such approval.

6. The School Board shall prepare a plan, including student attendance zones and objective criteria, that will assure that all magnet schools in the system are or will be substantially equal to the extent feasible in all the appropriate areas, including but not limited to, such areas as core and elective course offerings, facilities, and faculties. This plan shall be submitted to the Court for its review no later than November 1, 2008 with the intent of being implemented, upon Court approval, in the 2009/10 school year.

Until further orders from this Court, the students presently attending the existing magnet schools and those accepted for attendance during the 2008/09 school year shall be allowed to attend magnet school(s) as follows: students domiciled on the west bank of the Mississippi River who are enrolled in an east bank magnet school and students domiciled on the east bank who are enrolled in a west bank magnet school shall be provided with the option to elect to continue enrollment in such magnet school through the last grade offered at the magnet school. Upon the entry of an order by the court declaring that west bank magnet schools offer substantially equal educational opportunities as magnet schools situated on the east side of the Mississippi River, no student domiciled on the west bank of the river shall be permitted to enroll in an east bank magnet school and no student domiciled on the east bank of the river shall be permitted to enroll in a west bank magnet school beyond the last grade offered at the magnet school of current enrollment. However,

the applicable transfer provisions of Paragraphs 11 and 12 shall apply.

7. The School District shall utilize majority-to-minority (“M-to-M”) transfers to further facilitate the desegregation of the School System. An M-to-M transfer shall permit a student whose race is in the majority at his/her attendance zone school to attend a school in which his/her race is in the minority. The School District shall establish one or, when practicable in terms of travel distance and transportation costs, more M-to-M transfer receiving schools for M-to-M transfer sending schools for the purpose of complying with the requirement of establishing an M-to-M transfer plan to further the desegregation of the School System. M-to-M transfers for students enrolled in grades pre-kindergarten through eighth shall be made at least 30 days prior to the commencement of a school year or at least 30 days prior to the beginning of the second semester of a school year. M-to-M transfers for students enrolled in grades nine through twelve shall only be made at least 30 days prior to the commencement of a school year because of differing class scheduling formats among schools at the high school level. An election by an M-to-M transfer student enrolled in grades pre-kindergarten through eighth to return to his/her attendance zone school may be made at least 30 days prior to the commencement of a school year or at least 30 days prior to the beginning of the second semester of a school year. An election by an M-to-M student enrolled in grades nine through twelve to return to his/her attendance zone school shall be made at the end of a school year.

Students entering into the School System for the first time may seek enrollment in an M-to-M receiving school in the same manner and within the same time frame as students already enrolled in the School System.

No M-to-M transfer shall be denied based upon lack of capacity of the receiving school

where the transfer request is made 30 days or more prior to the commencement of a school year. M-to-M transfer requests made 30 or more days prior to the beginning of a second semester of a school year may be denied where the transfer would result in grade overcrowding as determined by state law or regulation on class size. In such an event, the student shall be permitted to make an alternate receiving school selection that would not result in grade overcrowding.

The School System shall devise appropriate forms for students seeking enrollment in M-to-M transfer receiving schools and for students enrolled in M-to-M transfer receiving schools seeking to return to their attendance zone school.

Each M-to-M transfer shall be approved by the person employed or designated in accordance with Paragraph 32 of this Consent Order and no M-to-M transferring student shall be permitted enrollment in a receiving school in absence of such approval.

Once enrolled in an M-to-M transfer receiving school, a student shall continue such enrollment from grade level to grade level served by the M-to-M transfer receiving school unless a timely notice is given of a decision to return to the student's attendance zone school.

The School System shall undertake steps to recruit students for M-to-M transfers.

8. The School District shall permit academic transfers at the high school level (grade levels nine through twelve) for students wishing to attend a school on the same side of the river other than their attendance zone school for the purpose of enrolling in a course or courses of study required for eligibility for TOPS' scholarships that are not offered at their attendance zone school, to participate in an International Baccalaureate program, or for enrollment in specialty courses as defined by the superintendent of schools and concurred in by counsel for plaintiffs. The option to elect an academic transfer may only be exercised at the commencement of a school year by

submitting an appropriate academic transfer form at least 30 days prior to commencement of a school year. An election by a student enrolled in a receiving school on an academic transfer to return to his/her attendance zone school may only be made at the end of a school year.

Each academic transfer shall be approved by the person employed or designated in accordance with Paragraph 32 of this Consent Order and no academic transferring student shall be permitted enrollment in a receiving school in absence of such approval.

9. With the exception of students enrolled in, or electing to become enrolled in, an elementary, middle, or high school pursuant to a magnet (inclusive of participation in an International Baccalaureate program), M-to-M, or, at the high school level, an academic transfer, students entering into their last year of elementary school, the eighth grade of middle school, and eleventh and twelfth grade in School Year 2008-09 and who otherwise would be assigned to an attendance zone school other than their school of enrollment during School Year 2007-08 shall be afforded an option, to be exercised prior to the end of School Year 2007-08, to continue enrollment in such school.

Each such option election shall be approved by the person employed or designated in accordance with Paragraph 32 of this Consent Order and no student electing such option shall be permitted enrollment in absence of such approval.

In the event of school or grade overcrowding, in the inverse order of receipt of election option forms, students electing the option will be required to enroll in their respective student attendance zone schools until such time as the number of students electing the option shall equal the number of students necessary to assure that school or grade overcrowding shall not occur.

10. Commencing with School Year 2008-09, high school interscholastic athletic

eligibility shall be governed by rules of the Louisiana High School Athletic Association with the following exceptions:

A. M-to-M, magnet, and academic transfer students, regardless of their grade level at the time of transfer, shall be eligible to participate in all interscholastic athletic programs in the year of the initial transfer except those for which a regular competitive season is then in progress. This exception is only applicable where transfers made pursuant to it will improve in number or percentage the enrollment of students in the receiving school's minority race (whether white, black or other race) population.

B. M-to-M, magnet, and academic transfer students electing to return to their attendance zone school shall be immediately eligible to participate in all interscholastic athletic programs.

C. Nothing in this Paragraph shall affect athletic eligibility as provided for in the School Board's "Pass to Play" policy.

11. Children of principals, assistant principals, guidance counselors, teachers, coaches and other certificated school employees, and classified personnel (comprised of all non-certified employees) enrolled in grades kindergarten through twelfth grade may attend the regular or comprehensive school in which their parent or legal guardian is assigned or employed. With respect to magnet schools, such children must meet the admissions standards established for enrollment in a particular magnet school and thereafter comply with such enrollment standards as may be prescribed for continued enrollment.

Regardless of a student's domicile, enrollment in the Patrick Taylor School for Science and Technology Magnet School shall be available to all students meeting entrance requirements for

attendance at the school.

12. Commencing with School Year 2008-09, student transfers not specifically provided for in this Consent Order are eliminated; except that in extraordinary circumstances a transfer request may be granted at any time during a school year upon written application of a parent, guardian, or custodial relative where the reason for the transfer is described to plaintiffs prior to the effective date of the transfer and the transfer request is thereafter jointly approved by the School System and plaintiffs through their respective legal counsel.

In the event that an extraordinary circumstances transfer is not approved, the parent may appeal to the Transfer Committee within ten (10) days of date of the notice of denial. The decision of the Transfer Committee shall be final.

The Transfer Committee shall consist of three persons; a person appointed by the School System and a person appointed by the plaintiffs. These two appointees shall select a third person to also serve on the committee.

Each extraordinary circumstance transfer request must be accompanied by supporting documentation provided by a non-related person such as a treating physician, social worker, or other person unrelated to the person submitting the request and the student on whose behalf the request is made.

Approval of an extraordinary circumstance transfer request shall not be unreasonably withheld.

An extraordinary circumstance transfer shall be approved to permit a sibling to enroll in the school of enrollment of a student receiving severe handicap services when such services are not available at the severely handicapped student's attendance zone school.

No extraordinary circumstance transfer shall be approved where the reason in support of the transfer is exclusively based upon pre and/or post-school child care considerations.

In cases where an extraordinary circumstance transfer request is based upon the safety of a student at a particular school, a provisional transfer may be unilaterally granted by the School System. No provisional transfer may become permanent until approved by plaintiffs or the Transfer Committee.

In the event that a provisional transfer is not approved, the parent may appeal to the Transfer Committee within ten (10) day of date of the notice of denial. If timely approval is sought, the provisional transfer shall remain in effect pending a ruling by the Committee. If timely approval is not sought, the provisional transfer shall be revoked.

With the exception of extraordinary circumstance transfer requests based upon compelling medical considerations, no extraordinary circumstance transfer shall be approved for attendance at a particular school where enrollment in the school or a grade level therein would result in overcrowding or where enrollment would result in a desegregated school becoming racially identifiable.

13. The School System, in cooperation with plaintiffs, shall devise plans to be implemented for the commencement of School Year 2008-09 that are aimed at increasing participation of black students in magnet programs, gifted study programs, Advanced Placement and honors courses, and International Baccalaureate programs. In the event the parties are unable to agree upon such plans, either or both of the parties may present their plan or plans to the court for approval.

14. Student discipline shall be administered on a non-discriminatory basis. The School

District shall implement a policy to satisfy this provision.

INTER-DISTRICT TRANSFERS:

15. Except in cases in which an order authorizing inter-district transfers has been entered by a federal district court with supervision over the sending school system in a pending school desegregation lawsuit, no such inter-district transfer shall be permitted for an inter-district transferring student seeking to attend a school operated by the School System. In cases in which such an order is entered, inter-district transfers shall be subject to the following conditions:

A. Any applicable state law requirements have been met for inter-district student transfers between the School System and the sending school system.

B. No inter-district transfer shall be permitted that would serve to increase the majority race enrollment in a racially identifiable school or result in a desegregated school becoming racially identifiable.

16. Inter-district transfers shall be permitted where the sending school district is not under federal judicial supervision in a school desegregation lawsuit under the following conditions:

A. Any applicable state law requirements have been met for inter-district student transfers between the School System and the sending school system.

B. No inter-district transfer shall be permitted that would serve to increase the majority race enrollment in a racially identifiable school or result in a desegregated school becoming racially identifiable.

17. With the exception of special education students whose sole exceptionality consist in their identification as “gifted” and/or “talented,” a special education student residing outside the School District may be enrolled in the School System where the sending school system

does not provide the special educational services required by such special education student.

ADMINISTRATIVE, FACULTY AND NON-INSTRUCTIONAL SUPPORT STAFF ASSIGNMENTS:

18. Consistent with current School Board policy, principals, assistant principals, and deans of schools shall be recommended for appointment on a non-discriminatory basis by the superintendent of schools subject to the approval of the School Board, whose approval shall not be unreasonably withheld. School assignments for principals, assistant principals, and deans shall be made without regard to the historical racial identification of a school. The historical racial identification of schools references the four racially identifiable black schools and the fifteen racially identifiable white schools referred to in the 1971 Order of this court in this lawsuit.

19. Upon court approval of this Consent Order, Guidance counselors, teachers, coaches and other certificated school employees, and classified personnel shall be recommended for employment on a non-discriminatory basis applicable to such employees and positions by the superintendent of schools subject to the approval of the School Board, whose approval shall not be unreasonably withheld.

Upon court approval of this Consent Order, school assignments for guidance counselors, teachers, coaches and other certificated school employees, and classified personnel shall be made by the superintendent of schools. Upon court approval of this Consent Order, no guidance counselors, teachers, coaches and other certificated school employees, or classified personnel may transfer from their assigned school to another school within the School System without the express written approval of the superintendent of schools.

Those terms and conditions of the Collective Bargaining Agreement (CBA) between the School Board and the Jefferson Federation of Teachers (JFT) in conflict with this Order shall be

without effect and shall be superseded by this Order. In particular, Article 18 of the CBA is declared to be superseded and without effect during the term of this Order because it interferes with the ability of the School Board and the superintendent of schools to timely, efficiently and effectively balance and maintain the stability of the faculties based on race, certification, educational experience and other aspects of this Order.

With respect to Article 18 and any other article determined by the superintendent to be in conflict with this Order, the superintendent, or her designee, shall meet, confer, discuss and receive input from representatives of the JFT on the establishment of a procedure to be implemented by the superintendent in lieu Article 18 or any other article in conflict. The procedures established by the superintendent shall be reduced to writing but may be amended if necessary at any time. To the extent the above procedure conflicts with Article 7, said article is also hereby declared to be superseded.

20. The School District is divided by the Mississippi River and portions of the southerly most areas of the School District, comprised of the towns of Grand Isle and Lafitte are remote and of considerable distance from the areas of the School District in proximity to the Mississippi River. This geography poses significant obstacles with respect to the assignment of school personnel and renders impracticable faculty and classified personnel assignment plans based upon the employment of teachers and classified personnel on a school system-wide basis. For these reasons, the faculty and classified personnel assignment plans applicable for this Consent Order do not address the towns of Grand Isle and Lafitte (as defined herein) and will be based instead upon the following considerations:

- A. Faculty assignments (inclusive of guidance counselors, librarians, teachers, coaches and other certificated school

employees other than military officers and non-commissioned officers assigned to a school) on the east side of the Mississippi River shall be comprised of not more than ninety-four (94) and not less than seventy-eight (78) percent white teachers, and not more than twenty (20) and not less than four (4) percent black teachers.

- B. Faculty assignments (inclusive of guidance counselors, librarians, teachers and other certificated school employees other than military officers and non-commissioned officers assigned to a school) on the west side of the Mississippi River shall be comprised of not more than seventy-six (76) and not less than fifty-six (56) percent white teachers, and not more than forty (40) and not less than twenty (20) percent black teachers.
- C. To the extent practicable, the School System shall assign classified personnel at schools on the east side of the Mississippi River in proportion to the total number of white and black classified personnel presently employed with a deviation of twenty (20) percent by means of striving to fill vacancies as the same arise at a particular school. Accordingly, where meeting this assignment criterion requires employment of a white classified employee, preference shall be given to a qualified white applicant and where this assignment criterion requires employment of a black classified employee, preference shall be given to a qualified black applicant. Where no qualified applicant applies of the race needed to meet this assignment criterion, a qualified applicant of the race not needed to meet this assignment criterion may be employed by the School System.
- D. To the extent practicable, the School System shall assign classified personnel at schools on the west side of the Mississippi River in proportion to the total number of white and black classified personnel presently employed with a deviation of twenty (20) percent by means of striving to fill vacancies as the same arise at a particular school. Accordingly, where meeting this assignment criterion requires employment of a white classified employee, preference shall be given to a qualified white applicant and where this assignment criterion requires employment of a black classified employee, preference shall be given to a qualified black applicant. Where no qualified applicant

applies of the race needed to meet this assignment criterion, a qualified applicant of the race not needed to meet this assignment criterion may be employed by the School System.

“Classified personnel” includes collectively all non-certificated School System employees with the exception non-certificated employees serving in an instructional capacity such as military officers or retirees employed in connection with JROTC programs, persons employed in connection with vocational training programs, and any other such School System employees.

Full implementation by the School District of the faculty assignment/classified personnel assignment plans in this Paragraph shall be deemed for purposes of this Consent Order as in satisfactory compliance with the faculty and classified personnel assignment requirements in *Singleton v. Jackson Municipal Separate School District*, 419 F.2d 1211 (5th 1969).

The faculty assignment plan shall be fully implemented by the School District not later than the commencement of School Year 2010-2011. The School District shall strive to implement to the extent practicable the classified personnel assignment plan by the commencement of School Year 2010-2011.

21. In order to encourage a greater degree of racial diversity of faculties assigned to east and west side schools, the School District is authorized to offer financial stipends to white teachers residing on the east side of the Mississippi River to teach at schools situated on the west side of the river and to offer such stipends to black teachers residing on the west side of the river to teach at schools situated on the east side of the river. This authorization is not mandatory but may be utilized by the School Board in its discretion where sufficient unencumbered funding may be available.

22. The School District shall implement a policy to promote the recruitment and retention of black certified employees.

23. The School District may move the court for a declaration of unitary status individually or collectively or in any combination in regard to *Singleton* compliance with respect to faculty and non-instructional support staff personnel assignments at any point in time compliance is achieved with respect to the school staffing requirements in this Consent Order, and, in regard to school-site administrative assignments, unitary status may be sought when compliance is achieved with respect to legal requirements pertaining to non-discriminatory assignments of administrative personnel. For purposes of this Consent Judgment, “administrative personnel” means principals and assistant principals.

RESOURCE ALLOCATIONS FOR SCHOOL EQUIPMENT AND MATERIALS OF INSTRUCTION:

24. Within sixty (60) days of the court’s approval of this Consent Order, the School Board shall adopt and the School System shall implement the resource allocation policy attached as Attachment “B” to this Consent Order.

FACILITIES:

25. The School Board shall adopt and the School System shall implement the facilities policy and plan attached as Attachment “C” to this Consent Order.

QUALITY OF THE EDUCATIONAL EXPERIENCE:

26. With the exception of special education, Junior Reserve Officer Training Corps instructors, or persons who may offer instruction in specialized areas of learning or skill such as physicians, nurses, attorneys, or persons providing training in highly skilled vocational areas, consistent with current School Board policy all classroom teachers, coaches, guidance counselors, librarians, and resource teachers assigned to faculties of magnet schools shall be certified to teach at the grade level/course of instruction to which they are assigned.

27. With the exception of special education, Junior Reserve Officer Training Corps instructors, or persons who may offer instruction in specialized areas of learning or skill such as physicians, nurses, attorneys, or persons providing training in highly skilled vocational areas, the School System shall undertake to assure the equal assignment of certified teachers, inclusive of speech therapists, on a percentage basis, to each regular and comprehensive and special school.

“Teacher” means classroom teachers, coaches, guidance counselors, librarians, and resource teachers assigned to faculties of regular and comprehensive, and special schools.

28. With the exception of magnet schools, the School System shall undertake steps to assure to the extent practicable an equal assignment of teachers, as defined in Paragraph 27 of this Consent Order, holding post-graduate degrees and specialist certificates in each regular and comprehensive, and special school.

29. In order to assure the stability of the faculty at each magnet, regular and comprehensive, and special school, teachers, as defined in Paragraph 27 of this Consent Order, once assigned to the faculty of a school shall continue in the position of assignment for six consecutive semesters following full implementation of the faculty assignment plan as contained in Paragraphs 20 (A) and (B), and 26 through 29 of this Consent Order. In exceptional circumstances, or in order to assure compliance with other requirements of this section of this Consent Order, the superintendent of schools may reassign one or more teachers on the faculty of a school.

30. The faculty assignment requirements stated in Paragraphs 26, 27, 28, and 29 of this Consent Order address the quality of the educational experience and shall be fully implemented not later than the commencement of School Year 2010-2011. Once the faculty assignment requirements are fully implemented, teacher assignments shall be reviewed every other year by the superintendent

of schools to assure continuing compliance to the extent practicable with said faculty assignment requirements. Following such review, a report shall be provided to plaintiffs' counsel addressing the review of said faculty assignments.

31. The School District is committed to reducing the number of student drop-outs. The superintendent of schools shall review the School District's current drop-out prevention policy and if necessary make such revisions therein to implement the drop-out intervention program provided for in this Paragraph for the commencement of School Year 2008-09. The drop-out prevention policy to be implemented for the commencement of School Year 2008-09 shall:

A. Provide preventive counseling and such other forms of intervention deemed feasible and appropriate for students who appear at-risk of dropping-out of school.

B. To the extent feasible in terms of the School System's human and financial resources, provide for follow-up services for non-returning students suspected of dropping-out (e.g., students withdrawing from a school where no request is received from another school for student transcripts) aimed at assisting them to satisfy alternative high school diploma requirements.

C. Review special education course offerings to determine whether they address student needs in the sense of assuring to the extent feasible that special education course offerings are designed to place students with special education designations in a position to become employable upon completion of high school and/or eligible for post-high school training or other educational opportunities.

D. Collect and compile statistical data on drop-outs at each middle and high school for annual presentation to the School Board. The annual report shall include the number of drop-outs for each school, the race of the student, the grade of the student, a description of any pre-

drop-out intervention services offered to the student, and a description of any follow-up, post drop-out services rendered by the school, if any. Where post drop-out services are performed by the School System as opposed to individual schools, a separate report shall be provided to the School Board.

ADMINISTRATION/IMPLEMENTATION/MONITORING:

32. The superintendent of schools shall employ or designate a person to coordinate and oversee the implementation of this Consent Order on a full-time basis until modified by the court on joint motion of the parties or upon contradictory motion brought by either of the parties. The person so employed or designated shall report directly to the superintendent of schools. A copy of any written reports made by such person to the superintendent of schools shall be provided to the court and counsel for the parties.

Once employed or designated, such person may only be terminated for good cause shown to the court. The person so employed or designated may be suspended with pay during the pendency of any motion filed by the superintendent of schools seeking such person's termination for good cause shown to the court.

33. The parties shall jointly select three (3) individuals and nominate them to the Court for the Court to appoint one of them to serve, at the Court's discretion and pleasure, as monitor to perform the duties listed below and any other duties the Court may require. The monitor shall review the School District's implementation of this Consent Order, offer suggestions to the School District as to possible methods or procedures which might be implemented to further enhance desegregative aims, and prepare an annual report to the parties and the court addressing each provision of this Consent Order as to the progress of the School District's implementation.

The annual report shall be filed with the court and a copy submitted to the School District's counsel and plaintiffs' counsel at the conclusion of each school year commencing on July 1, 2009, and thereafter on that date of each succeeding calendar year during the period this Consent Order or any portion of it shall remain in force and effect.

Within ninety days (90) of receipt of the monitor's annual report plaintiffs shall submit a written report to the School District identifying any area or areas of material non-compliance by the School System with any of the provisions of this Consent Order, if any are deemed to have occurred. If a report of material non-compliance is submitted by plaintiffs to the School District, a copy of the report shall be concurrently filed with the court.

In the event a written report of material non-compliance is submitted by plaintiffs, the School System shall either undertake corrective action during the next school year or submit to plaintiffs a response contesting any area or areas of asserted material non-compliance contained in the report submitted by plaintiffs. A copy of the School District's response report shall be concurrently filed with the court.

Where the School District undertakes corrective action in response to an area or areas of material non-compliance, the nature of the corrective action shall be described in writing and submitted to plaintiffs and the monitor, together with an implementation schedule for the coming school year where appropriate. If the School District submits a corrective response report to plaintiffs and the monitor, a copy of it shall be concurrently filed with the court. At the conclusion of the school year in which corrective action is taken a report detailing the action shall be filed by the School District with the court and a copy shall be submitted to plaintiffs and the monitor. Thereafter, plaintiffs shall, within ninety (90) days of receipt of the report on the corrective action,

respond in a writing advising the School District and the court as to whether the corrective action is deemed to have brought the School System into compliance with this Consent Order. In the event of disagreement among the parties as to whether the corrective action is sufficient to effect compliance with this Consent Order, the School District may resort to the court for a declaration as to whether the corrective action taken was sufficient to effect compliance with this Consent Order.

Where the School District submits a response report contesting an area of material non-compliance contained in a report of material non-compliance submitted by plaintiffs, either party may resort to the court for a declaration as to whether the School System is or is not in material non-compliance with any provision of this Consent Order.

In the event a report of material non-compliance is not timely submitted by plaintiffs, the omission to timely submit the report of material non-compliance shall serve as a conclusive presumption of material compliance by the School System as to all provisions of this Consent Order for the preceding year covered by the monitor's July 1 report.

A conclusive presumption of material compliance also shall attach to those provisions of this Consent Order not specifically addressed by plaintiffs in any written report of material non-compliance.

A conclusive presumption of material compliance by the School System shall further attach with respect to a failure by plaintiffs to timely submit and file a written response to a School District report on corrective action taken in response to a prior year's report of material non-compliance by plaintiffs.

Fees and expenses of the monitor shall be paid by the School District pursuant to terms of a contract entered into between the monitor and the School Board. The monitor may be terminated

at the pleasure of the Court, with or without prior notice, and upon such termination, the School Board shall no longer be obligated under said contract. The contract shall provide for at least four visits into the School District by the monitor each school year during which any portion of this Consent Order remains in force and effect.

34. The School District shall consult with the Intercultural Development Research Association, a similar organization, or engage the services of one or more consultants in connection with training and related issues required in this Consent Order, and seek such assistance as may be available from the Louisiana Department of Education or other organizations or entities (including, but not limited to, grant assistance) as needed to implement this Consent Order.

35. Submissions provided for in this Consent Order shall be delivered via first class mail and addressed as follows:

For Dandridge Plaintiffs –
Gideon T. Carter, III, Esq.
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P. O. Box 80264
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Baton Rouge, Louisiana 70898-0264


For Jefferson Parish School District –
Charles L. Patin, Jr., Esq.
KEAN, MILLER, HAWTHORNE, D'ARMOND,
McCOWAN & JARMAN, L.L.P.
Post Office Box 3513
Baton Rouge, Louisiana 70821

36. Prior orders or portions of orders of the court presently in effect and in conflict with the provisions of this Consent Order are hereby vacated.

Prior orders or portions of orders of the court presently in effect and not in conflict with the provisions of this Consent Order shall remain in force and effect.

37. This Consent Order shall terminate on June 30, 2011. In the event the school district has not substantially complied with one or more provisions of this Consent Order at the time of its termination, such provisions may be continued by the Court or further remedies may be ordered. Any party or the Court, *ex proprio motu*, may move at any time to have the School Board declared unitary in whole or in any of the particular areas covered by this Consent Order.

SIGNED in open court following conduct of a fairness hearing in the city of New Orleans, Louisiana, this 14th day of May, 2008.



JUDGE, UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

Respectfully submitted,

/s/ Gideon T. Carter, III

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/s/ Charles L. Patin, Jr.

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*Attorney for Defendant Jefferson Parish
School Board*

ATTACHMENT “A”

STUDENT ATTENDANCE ZONES

The attached student attendance zones shall be implemented for the commencement of School Year 2008-09. With the exception of the student transfer options expressly provided for in the Consent Order, students shall attend the school zoned for the domicile of their parent or guardian (where the parent or guardian is domiciled in the Jefferson Parish School District) or the principal residence of the student’s parent or guardian (where the parent or guardian’s domicile is outside the Jefferson Parish School District). Students enrolled in the Jefferson Parish School System who are domiciled or otherwise reside outside the Jefferson Parish School District shall be permitted to attend schools operated by the school district only in conformity with Paragraphs 11 and 19 of this Consent Order. Attached also is a summary chart identifying each school by grade level and specifying its status to the extent of the desegregation of its student body based on projected School Year 2008-09 enrollment.

ATTACHMENT “B”

RESOURCE ALLOCATIONS POLICY

The following Resource Allocations Policy is hereby adopted by the Jefferson Parish School Board:

With the exception of federal and/or state specially earmarked and/or dedicated funds; private grants or donations of things earmarked for a particular school or class or grouping of schools; insurance payments earmarked for a particular school, grouping of schools or other school district facilities; funding for magnet schools irrespective of source, and remediation funding for racially identifiable black elementary schools at which no magnet program is housed, expenditures by the school district for supplies and materials of instruction shall be budgeted on a per pupil basis.

1. The superintendent of schools shall approve, prior to submission, all grant applications for federal, state, or private entity or foundation funds submitted by any teacher, administrator, or employee of the school district.

Grant revenues shall be accounted for by the school district in accordance with the school district's financial accounting and reporting procedures.

The school system shall provide necessary support to schools in need of assistance in connection with the making grant applications. Schools in need of assistance shall be responsible for contacting the superintendent of schools or his/her designee for grant application support.

2. All non-budgeted funds collected or received at the school level for any reason and all expenditures of such funds shall be accounted for by the school district in accordance with the school district's financial accounting and reporting procedures. Funds included under this Paragraph include, but are not limited to, all monies raised by parent groups and organizations, athletic booster and support clubs or organizations, music (band or choral) booster or support clubs or organizations, school-based fund-raising activities including those of school sponsored or approved clubs and organizations, or monies received from other sources or through other fund-raising activities by a particular school or grouping of schools.

With the exception of federal and/or state specially earmarked and/or dedicated funds, insurance payments earmarked for a particular school, grouping of schools or other school district facilities, and funding for magnet schools irrespective of source, prior to an expenditure of non-budgeted funds by a school in excess of \$10,000.00, written approval of the superintendent of schools or his/her designee shall be obtained by the principal of the school. Such purchases shall

not be divided into increments below \$10,000.00 for the purpose or result of avoiding the requirements of this Paragraph of this policy. A report as to approved expenditures of non-budgeted funds shall be provided to plaintiffs' counsel at least once during each school semester.

With the exception of federal and/or state specially earmarked and/or dedicated funds, insurance payments earmarked for a particular school, grouping of schools or other school district facilities, and funding for magnet schools irrespective of source, prior to an expenditure of non-budgeted funds by a school for the procurement of computer hardware or software written approval of the superintendent of schools or his/her designee shall be obtained. Prior to acceptance of a donation of any computer hardware or software, written approval of the superintendent of schools or his/her designee shall be obtained to assure that such donation shall not result in a duplication of magnet programs or gifted courses of study offered by the school system, or establishment of a magnet program. A report as to approved donations of computer hardware or software shall be provided to plaintiffs' counsel at least once during each school semester.

It is the policy of the school board that equity be maintained in connection with supplies and materials of instruction available to each regular and comprehensive and special school to the extent practicable. The superintendent of schools or his/her designee shall monitor each such school's non-budgeted fund accounts to assure that expenditures of such funds are not used to duplicate, or otherwise result in a duplication of, magnet program courses of study or gifted courses of study or establishment of a magnet program, and that expenditures of such funds do not create inequities with respect to supplies and materials of instruction. A copy of the monitoring report assuring that non-budgeted funds are not being expended to duplicate, or result in duplication of, magnet program courses of study or gifted courses of study, or for establishment of a magnet program without court approval shall be provided to plaintiffs' counsel at least once during each school semester.

Non-budgeted funds shall not be used for construction or other permanent structural additions to school facilities, major renovations or repairs of school facilities, or employment or payment of any personnel at a school where such funding is used to compensate a person for instructional, technical and/or support services rendered on a regular basis during regular hours of a school day.

Non-budgeted funds may be used to compensate teachers or other persons employed by the school system who act or serve as assistant coaches where the major portion of such service occurs after regular hours of a school day.

Non-budgeted funds may be used on an intermittent basis to engage contractual services for maintenance of computer laboratories and for other academic and non-academic purposes. Non-budgeted funds also may be used for other activities and in payment of persons providing services in connection therewith where the activity is conducted after regular hours of a school day for the purpose of providing an enhancement for participating students. Participation shall be open to all students interested in participation in such activities.

Cooperative fund raising endeavors between schools are permitted and encouraged subject to guidelines promulgated by the superintendent of schools.

ATTACHMENT “C”

FACILITIES POLICY

With the exceptions of (a) insurance proceeds specifically earmarked for a particular school, structure, or facility, (b) funds derived from or through a department or agency of the state or the United States that are earmarked for a particular school, structure, or facility, and/or (c) funds earmarked for a usage prior to the effective date of this Consent Order, all expenditures of funds for the renovation, repair and maintenance of schools and school related structures shall be prioritized and expended in accordance with the following guidelines:

1. Within 180 days of court approval of this Consent Order, the School Board shall conduct a comprehensive facilities assessment of all of its schools and school related structures that shall prioritize the repair, renovation, and maintenance needs of each school and school related structure. The comprehensive facilities assessment shall be reviewed and updated on an annual basis.

2. Upon completion of the comprehensive facilities assessment, all expenditures of all repair, renovation, and maintenance funds of the School District, less a reasonable amount set aside as a reserve, shall be expended in accordance with this policy for such period of time as may be required to complete all repairs, renovations, and maintenance needs identified in the comprehensive facilities assessment.

3. The comprehensive facilities assessment shall include an assessment and prioritized ranking of schools and school related structures based upon the following categories: (a) major structural needs of schools and school related structures such as roofs, major structural walls and supports, (b) repair or replacement of HVAC systems, (c) restroom and plumbing repairs and replacements, and (d) repair or replacement of electrical systems.

4. In the event the court should approve any new magnet schools for purposes of further desegregating the School System, the schools at which such magnet programs will be housed shall receive a first priority for expenditures for such improvements as may be required to accommodate the program or programs constituting the magnet and any such further improvements as discussed in Paragraph 3 of this policy.

5. Construction of new schools or the expansion of an existing school's capacity shall be undertaken with a view to further the desegregation of the school system and such construction or expansions shall first obtain the approval of the court in the *Dandridge* Lawsuit.

6. Unanticipated major facilities replacements, repairs, or renovations caused by fire, storm, flooding, or other disasters may be immediately addressed without regard to priority based

upon the comprehensive facilities assessment upon the approval of the court in the *Dandridge* Lawsuit where insurance or other non-school district funding is inadequate to address damage to a school or school related structure, or other school district facility.