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DATE 12/22/09 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

LAFAYETTE DIVISION

JOANN GRAHAM, ET AL, : **CIVIL ACTION NO. 65-cv-11,053**
Plaintiff

UNITED STATES OF AMERICA, : **JUDGE MELANÇON**
Plaintiff-Intervenor,

VERSUS

EVANGELINE PARISH SCHOOL BOARD,
ET AL
Defendants

CONSENT ORDER

The Evangeline Parish School Board (the “School Board” or “District”) has been operating under a series of consent decrees emanating from and amending the original desegregation order entered on January 5, 1969 and pursuant to the 2004 School Reorganization Plan approved by this Court on March 25, 2004.¹ On November 30, 2007, the United States filed a Motion for Further Relief asserting that the School Board had failed to fully implement the School Reorganization Plan. The United States sought additional relief, including, *inter alia*, completion of certain renovations at Ville Platte High School (“VPHS”), construction of a new VPHS school facility, or grade restructuring and mandatory reassignment of students from other high schools to VPHS. The School Board opposed the Motion for Further Relief, contending that it was in compliance with all aspects of the School Reorganization Plan.

On April 20, 2009, the School Board filed a Motion for Partial Unitary Status, asserting that

¹ The history of this case through 2004 has been thoroughly set forth in this Court’s opinion of September 1, 2004, found at *Graham v. Evangeline Parish Sch. Bd.*, 223 F.R.D. 407, 417-431 (W.D.La.2004).

it had complied with its constitutional obligations with regard to the *Green* factors of teacher assignment, staff assignment, extracurricular activities, and transportation. The School Board sought a declaration of partial unitary status and dismissal of this action in those areas. The United States filed an opposition to that motion indicating that a declaration of partial unitary status was premature because the District failed to comply in good faith with the extant remedial orders in this case and failed to show that unitary status was warranted.

Following the filing of the United States's Motion for Further Relief and the School Board's Motion for Partial Unitary Status and the completion of discovery pertaining thereto, the parties engaged in good faith negotiations and voluntarily agreed, as indicated by the signatures of their counsel below, to enter into this Consent Order as a resolution of both motions.

After reviewing the agreed to terms, based on the Court's extensive involvement and oversight of the proceeding since the Superceding Consent Decree of June 28, 2001², the Court concludes that entry of this Consent Order is consistent with the Fourteenth Amendment to the Constitution of the United States of America and other federal law and that its entry will further the orderly desegregation of the Evangeline Parish School System and is likely to bring about the creation of a fully unitary school district and the termination of judicial supervision.

IT IS, THEREFORE, ORDERED, ADJUDGED, and DECREED as follows:

**I. PARTIAL UNITARY STATUS:
TRANSPORTATION, EXTRACURRICULAR ACTIVITIES, AND STAFF
ASSIGNMENT**

The parties have agreed that the School Board has met the legal standards for a declaration of partial unitary status and is entitled to dismissal of this action in the areas of transportation, extracurricular activities, and staff assignment with the exception of teacher assignment. The Court has examined the evidence of record in light of the applicable legal standards and finds the parties'

²Record Document 17.

conclusions to be correct, as detailed below.

A. Legal Standards

The ultimate goal in every desegregation case such as this one is to eliminate from each aspect of school operations the vestiges of past segregation to the extent practicable and, thus, achieve unitary status.³ Federal court supervision of a local school system is intended to be a temporary measure only; therefore, it is this Court's duty to return control of the Evangeline Parish School System to its locally elected officials (the School Board) when unitary status has been achieved.⁴

Six areas of operation must be free from racial discrimination before full unitary status is achieved: (1) student assignment; (2) physical facilities; (3) transportation; (4) extracurricular activities; (5) teacher assignment; and (6) staff assignment.⁵ Each of these "Green factors" may be considered individually and this Court may declare partial unitary status as to each of them independent of the others, thereby relinquishing federal judicial supervision incrementally.⁶ To support a declaration of unitary status as to any one or more of the *Green* factors, the School Board must demonstrate, as to each specific area, that it has complied in good faith with the desegregation order and has been operating in a unitary manner for at least a period of three (3)

³ *Freeman v. Pitts*, 503 U.S. 467, 489 (1992).

⁴ *Freeman*, 503 U.S. at 489.

⁵ *Green v. County School Bd. of New Kent County*, 391 U.S. 430 (1968).

⁶ *Green*, 391 U.S. at 489-491.

years, thereby eliminating the vestiges of past discrimination to the extent practicable.⁷ If the facts reveal no continued racial discrimination and the School Board's good faith to maintain such nondiscriminatory practices, this Court may declare the subject areas unitary but retain continuing jurisdiction over the remaining not-yet compliant areas.⁸

B. Transportation

To determine whether a district is unitary in the area of transportation, the Court must weigh general desegregation concerns, i.e., non-exclusion of minorities on account of race, elimination of one-race buses to the greatest degree possible, and remedial alteration of routes to achieve nondiscriminatory busing, along with safety and educational concerns presented by routes.⁹ In this case, the Evangeline Parish 1969 Decree remains unmodified as to transportation and provides, as follows:

No student shall be segregated or discriminated against on account of race or color in any service, facility, activity, or program (including transportation...) that may be conducted or sponsored by the school in which he is enrolled. ... Bus routes and the assignment of students to buses will be designed to insure the transportation of all eligible pupils on a non-segregated and otherwise nondiscriminatory basis.¹⁰

The School Board was further obligated by the 1969 Decree to provide an annual statement regarding desegregation of its bus routes.¹¹

⁷ *Board of Educ. of Oklahoma City Public Schools, Independent School Dist. No. 89, Oklahoma County, Okl. v. Dowell*, 498 U.S. 237, 249-250 (1991). Operating in a unitary fashion for a reasonable period (which the Fifth Circuit has held to be a period of three years) without circumstances adverse to desegregation is adequate to demonstrate the establishment of unitary status. *Id.* at 248; *see also Flax v. Potts*, 915 F.2d 155, 158 (5th Cir.1990); *Monteilth v. St. Landry Pub. Sch. Bd.*, 848 F.2d 625, 629 (5th Cir.1988); *Singleton v. Jackson Mun. Sep. Sch. Dist.*, 541 F.Supp. 904, 906-907 (S.D.Miss.1981).

⁸ *Freeman*, 503 U.S. at 490-491.

⁹ *Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 22-31 (1971).

¹⁰ 1969 Decree at ¶ V, p. 4-5.

¹¹ 2001 Superseding Decree, Rec. Doc. 17, ¶ F(B)(5) at p. 20.

As demonstrated by the annual reports filed with the Court and the Parties, the School Board has, for more than three (3) years, operated (and continues to operate) its system-wide transportation program in a non-segregated manner. The students are both assigned and transported according to a geographically feasible route schedule. Routes are adjusted when necessary to accommodate population changes, without using race as a factor in such adjustments. The School Board currently operates the transportation aspect of its program with a mixed fleet of buses privately owned by a bus service provider and by individual bus drivers, all of which are assigned to routes on a nondiscriminatory basis. Considering such evidence, the Court finds that the School Board is entitled to a declaration that it is unitary in the area of transportation and to have the respective provisions of the decrees dissolved and dismissed.

C. Extracurricular Activities

A school district's extracurricular activities will be deemed unitary if they "are available to all students within the school district regardless of race."¹² The school system must promote minority participation and ensure that no barriers to voluntary participation exist.¹³ Therefore, a determination that the School Board has eliminated invidious racial distinctions in its extracurricular activities¹⁴ and that no racial barriers exist to prevent any student from participating in such activities will support a finding of unitary status in the area of extracurricular activities.¹⁵

¹² *Singleton*, 541 F.Supp. at 908. *Quarles v. Oxford Mun. Sep. Sch. Dist.*, 868 F.2d 750, 757 (5th Cir.1989)(referencing *Bazemore v. Friday*, 478 U.S. 385 (1986)). *Hoots v. Pennsylvania*, 118 F.Supp.2d 577, 590-591 (W.D.Pa. 2000)(citing *Coalition to Save Our Children v. State Bd. of Educ.*, 90 F.3d 752, 768-769 (3d Cir.1996)(citing *Quarles*, 868 F.2d at 757; "we cannot ... expect a school district to compel or deny student participation in non-compulsory extracurricular activities merely to effect a racial balance").

¹³ *See Little Rock Sch. Dist. v. Armstrong*, 359 F.3d 957, 967-968 (8th Cir.2004).

¹⁴ *Swann*, 402 U.S. at 18.

¹⁵ *Singleton*, 541 F.Supp. at 908.

The Evangeline Parish 1969 Decree provision pertaining to extracurricular activities has also remained unmodified:

No student shall be segregated or discriminated against on account of race or color in any ... activity, or program (including ... athletics, or other extracurricular activity) that may be conducted or sponsored by the school in which he is enrolled. A student attending school for the first time on a desegregated basis may not be subject to any disqualification or waiting period for participation in activities and programs, including athletics, which might otherwise apply because he is a transfer or newly assigned student. All school use or school-sponsored use of athletic fields, meeting rooms, and all other school related services, facilities, activities, and programs such as commencement exercises and parent-teacher meetings which are open to persons other than enrolled students, shall be "open" to all persons without regard to race or color.¹⁶

The School Board was also required to include a statement concerning the operation of extracurricular activities in its annual report.¹⁷

The evidence of record reveals that the School Board has implemented and fairly enforced policies which demonstrate its continuing commitment to a fair and equal opportunity for all students to participate in its extracurricular programs, including athletics, clubs, and band, as well as achievement and popularity honors. In accordance with policy, students participate in the various offered activities on a completely voluntary basis. For those activities which are grade or otherwise selectively based, the eligibility requirements employ both objective and subjective criteria, none of which operates in a discriminatory manner. The School Board has not created any barriers which would deter or prevent a student from participating in an activity of his choice. The sponsors and/or coaches for all activities have consistently been assigned in a nondiscriminatory fashion and the sponsorship and/or coaching staffs have not effected any discriminatory results.

¹⁶ 1969 Decree at ¶ V at p. 4-5.

¹⁷ 1998 Superseding Consent Decree, ¶ IX (C)(6) at p. 20; 2001 Superseding Consent Decree, ¶ F (C)(6) at p. 20.

Considering such evidence and the lack of objection from opposing parties, the Court concludes that the evidence demonstrates that the School Board has effectively eradicated any vestige of past discrimination in the area of extracurricular activities and has maintained such nondiscriminatory policies and practices for more than the requisite three (3) years necessary to demonstrate that it has attained unitary status in that area of operation. Therefore, the Court finds that the School Board is entitled to a declaration that it is unitary in the area of extracurricular activities and to have the respective provisions of the decrees dissolved and dismissed.

D. Staff Assignment

For unitary status purposes, the Court's examination of staff¹⁸ assignment should determine that: (1) the school level staff assignments at any given school do not indicate that the school is intended for one race; (2) assignments of staff are, to the extent practicable, in a majority-minority ratio substantially the same across the district; and (3) staff members who work directly with children and the professional administrative staff are hired, assigned, promoted, paid, demoted, dismissed, and otherwise treated without regard to race, color, or national origin.¹⁹ The Evangeline Parish School District hires and assigns its staff in a manner that furthers desegregation and, therefore, the Court finds that the School Board is entitled to a declaration that it is unitary in the area of staff assignment, with the exception of teacher assignment, as more fully set out in Section III hereinafter, and to have the respective provisions of the decrees as to all other personnel dissolved and dismissed.

E. Declaration of Partial Unitary Status

¹⁸ For the purposes of this consent decree, "staff" consists of all School Board employees other than classroom teachers.

¹⁹ *Singleton v. Jackson Mun. Sep. Sch. Dist.*, 419 F.2d 1211, 1218 (5th Cir.1969), *cert. denied*, 396 U.S. 1032 (1970).

Based on the evidence of record, considering the lack of objection from opposing parties, the Court's extensive and direct oversight of the case for in excess of eight (8) years, the Court finds that the School Board has complied with the Court's desegregation orders in these three (3) areas for a reasonable period of time, has eliminated the vestiges of past *de jure* discrimination to the extent practicable, and is operating a unitary school system in the areas of transportation, extracurricular activities, and staff assignment, with the exception of teacher assignment. Accordingly, the Court concludes that the School Board is entitled to a declaration of partial unitary status and dismissal of this action in those areas.

II. STUDENT ASSIGNMENT

The Evangeline Parish School System may be eligible to be declared unitary in the area of student assignment if, for school years 2009-2010, 2010-2011, and 2011-2012, the School Board, in good faith, implements the following provisions.

A. Student Assignment

1. **Classroom Assignment.** The District shall assign students in a non-discriminatory manner to classrooms.
2. **Attendance Zones.** The District shall strictly enforce attendance zone lines consistent with the School Reorganization Plan of March 1, 2004, as approved by this Court's order of March 25, 2004 [Rec. Doc. 135] approving said Plan.
3. **Residency Verification.** All students seeking to enroll in the District shall be required to register at the schools to which they are assigned according to the applicable attendance zone. The District shall verify the residency of each student according to the procedures set forth below. Any person who presents or is complicit in the presentation and/or

processing of any document that is falsified or otherwise constitutes a fraudulent document presented for the purpose of having a student assigned to a District school for which the student is not zoned to attend under the provisions of this or any previous order of the Court shall be subject to the penalties for perjury or for making a false statement in a federal legal proceeding. The School Board has the continuing obligation to notify all of its employees and the public of this provision in the manner it deems most effective and efficient to make this provision known to all persons who may be affected thereby.

a. First Time or Re-Enrollment. Each student entering the District for the first time or reentering after interrupted attendance shall be required, consistent with paragraphs b-f below, to verify his/her residence address as part of the registration process.

b. Students Residing with Parent(s). The parent(s) of a student seeking to enroll must provide the school with at least two (2) of the items numbered (1) through (6) below, as verification of their residential address, each of which must include a physical 911 address, with the name of the parent/guardian and **any document with a post office box as an address shall not be accepted:**

- (1) Property tax records;
- (2) Mortgage documents or property deed;
- (3) Apartment or home lease or notarized statement of the verified property owner identifying himself/herself as the property owner, describing the property, the term of lease, and identifying the leaseholder;
- (4) Current utility bills showing the physical residence address;
- (5) Affidavit and/or personal visit by a designated District official; and/or
- (6) In the case of a student living with a legal guardian, the court decree declaring the

district resident to be the legal guardian of the student must be presented.

c. Students Residing with Custodians Other Than Parents/Legal Guardians. A student who resides with custodians other than parents or legal guardians must provide the following to verify his/her residency:

- (1) The non-parental custodian claiming District residency must meet the criteria of sub-part b above, as required of a parent or legal guardian; and
- (2) The non-parental custodian must provide the School Board with a notarized document stating his/her relationship to the student, and that the student will be actually residing in his/her home for a period of time encompassing the entire upcoming school year, and fully explaining the reason(s) (other than school attendance zone or parish preference) for this arrangement.

4. Student Transfer Policy.

a. Transfers Permitted. No inter-district or intra-district transfer shall be permitted other than those approved, according to the provisions herein, by the Transfer Committee, which shall be composed of three members, one of whom shall be the Supervisor of Child Welfare and Attendance and the remaining two members shall be persons employed at the building, principal level or above. The decision of the Transfer Committee on student transfer requests shall be final and without appeal to the School Board.

b. Request Deadline. All transfer requests for the upcoming school year are accepted and considered during the period through June 30 of each year. The Transfer Committee may approve transfer requests submitted after June 30 of each year only if such requests are based upon one (1) of reasons (1) through (7) below which did not arise or was not known to the applicant prior to June 30, as evidenced by supporting documentation, and if the request otherwise

complies with the other terms of this Agreed Order.

c. Reasons for Transfers. Pursuant to this provision, no transfer shall be approved unless the student seeking the transfer establishes one of the following reasons:

- (1) Specialized Academic, Vocational, or Special Education Curriculum Not Offered in the School or District of Residence.
 - (a) For an inter-district transfer based on this reason, the Superintendent of the sending district shall be required to submit to the Superintendent of the receiving district a notarized statement verifying the unavailability of the specific curriculum in the district of residence.
 - (b) For an intra-district transfer based on this reason, the principal and designated administrator(s) of the sending school must sign a statement verifying the unavailability of the specific course(s) and the necessity of the student's transfer to take the course(s).
 - (c) Until such time as the percentages of Caucasian and African American students participating in Ville Platte High School's Medical Science Magnet Program and Pine Prairie High School's Vision and Performing Arts Magnet Program approximate the percentages of white Caucasian and African American students in the school system as a whole, only non-African American students will be allowed to transfer to Ville Platte High School to participate in its magnet program and only African American students will be allowed to transfer to Pine Prairie to participate in its magnet school program. African American students already attending Ville Platte High School and Caucasian students already attending Pine Prairie High School

will be given first priority for filling out the percentages of those students in the magnet programs at each of those schools.

(d) Transfer requests to allow participation in extracurricular activities shall be restricted to participation in football and/or band. Transfers of non- African American students under this provision shall be limited to transfers to Ville Platte High School. Transfers of African American students under this provision shall be limited to attendance at Mamou High School, Basile High School, or Pine Prairie High School.

(2) Graduating Senior.

A graduating student may be granted a transfer to graduate from his previous school if the student moves during the school year of the targeted graduation date.

(3) Health of the Student.

If the health of the student is in jeopardy, a letter from a medical doctor certifying the condition of the student and describing the necessity prompting the transfer request, as well as describing how the transfer will resolve or assist with the health problem, shall be required to verify the health purpose. The Transfer Committee may require a letter/report from a second medical doctor or further verification of the need for the transfer. A copy of each such letter/report will be forwarded to counsel for the United States and to the Court at a minimum of five (5) days before the Transfer Committee acts on any such request.

(4) Safety of the Student.

If the safety of a student is in jeopardy, a statement signed by the designated administrator(s) of the sending district and/or school, setting forth the potential harm

to the student and describing the necessity prompting the transfer request and how the transfer will alleviate the situation, shall be required to verify the safety purpose. If the Transfer Committee approves the transfer, the designated administrator of the sending district and/or school shall be notified.

(5) Child of Employee.

Students enrolled in grades K-12 who are children of full-time school district employees and are verified as actually living with said employee(s), as required by the residency verification procedures above, shall be eligible to attend the schools at which the employees work or schools on the same campus (e.g., Ville Platte High School and Ville Platte Elementary School).

(6) Hardship.

There are some situations which do not fall within any of the student transfer provisions listed above but where the parent(s) or guardian(s) of a student feel that there are extenuating circumstances warranting the transfer of that student. In these cases, the parent(s) or guardian(s) of a student can request a hardship transfer. The Transfer Committee will review the request and any supporting documentation and has the right to request additional documentation relative to the need for the transfer. The hardship must relate to the student and not solely the parent. The Transfer Committee will not give final approval to any hardship transfer request until after the United States has had an opportunity to review the request, as provided below.

(7) Majority-to-Minority Transfer.

A student attending a school where his/her race is in the majority may elect to attend a school where his/her race is in the minority. The following provisions control such Majority-to-Minority ("M-to-M") transfers.

- (a) A M-to-M transfer shall be effective for the student's entire matriculation at the receiving school or until the student notifies the Transfer Committee of an intent to return to the original home school.
- (b) Students who transfer pursuant to this section shall be immediately eligible to participate on athletic teams at the schools to which they transfer.
- (c) The District shall advertise its M-to-M transfer policy, including the fact that transportation is provided by the District, at a minimum:
 - (i) in the *Opelousas Daily World* and *Ville Platte Gazette* at least once each month during April and May of each year;
 - (ii) through public service announcements aired on the local radio and on the Cable television's local origination channel, if possible;
 - (iii) at meetings of the bi-racial advisory committee and school board; and
 - (iv) by including within school handbooks provided to parents and students each year a description of the M-to-M transfer policy, including but not limited to the fact that transportation for all M-to-M transfers is provided by the District, eligibility requirements, the deadline for submission of applications, and the name and telephone number of knowledgeable school district official(s) who are available to answer questions about the policy.
- (d) The advertising requirements for M-to-M transfers specified above shall supercede and replace any such advertising requirements previously ordered by the Court in this case.
- (e) The Desegregation Compliance Officer shall serve as the coordinator of the M-to-M transfer policy and shall ensure that all school principals and

relevant front office staff and central office personnel are informed of the procedures for M-to-M transfers.

d. Effect of Transfer on Desegregation. Before granting any intra- or inter-district transfer, the Transfer Committee must first determine that the transfer will not impede desegregation at the District's affected school(s) and/or reinforce a perception that a particular school is intended for either Caucasian or African American students.

e. Term of Transfers. All intra/inter-district transfers (except M-to-M transfers) shall be effective for one (1) year only and must be reconsidered and approved by the Transfer Committee for each succeeding year.

f. Transportation of Transfer Students. M-to-M transfer students shall be entitled to transportation provided by the School Board. All other transfer students must provide their own transportation.

g. Action Regarding Improperly Transferred Student. If any student is found to be enrolled in a school or the District contrary to the provisions set forth herein, the School Board shall immediately notify the student and his/her parent(s)/guardian(s). Notification shall state that the student or his/her parent(s)/guardian(s) shall have ten (10) days from the date of the notice to provide verification of residency or a reasonable basis as set forth herein. If the required verification is not provided to the Superintendent within that period, the School Board shall immediately withdraw the student and notify his/her parent(s)/guardian(s) that the student is being denied enrollment pursuant to this Consent Order and shall report such removal to the Court and the attorneys of record for the parties within three (3) days of same by certification of the Superintendent and of the Desegregation Compliance Officer.

h. Continuing Obligations. The School Board, its Superintendent, and each school principal shall have a continuing obligation to monitor student enrollment and to

ensure that no unlawful inter/intra-district transfers are permitted and that all attendance zones are enforced. The School Board further has the obligation to report the transfer requests as provided in the reporting requirements below.

5. Magnet Programs and Advanced Placement Classes.

For the life of this Consent Order, the School Board shall continue to operate the magnet programs at Ville Platte High School and Pine Prairie High School and shall continue to offer advanced placement courses only at Ville Platte High School pursuant to the following provisions.

a. Modification of programs and/or courses. The School Board shall have the right to seek court approval to modify or supplement the magnet and/or advanced placement programs in an effort to attract more students to the campus. In the event the School Board desires to change the current courses offered within the magnet or advanced placement program, it may do so with consent of the plaintiff parties; however, any party may seek Court action concerning such changes if an agreement cannot be reached as to any proposed course change within a reasonable period.

b. Equal Access to Course. The School Board shall ensure that students at Ville Platte High School have equal access to the courses that are offered at the other high schools (with the exception of Pine Prairie High School's magnet program) by, at a minimum, offering at Ville Platte High every course provided at other high schools at least once each year and ensuring that advanced placement/honors classes are separate and have distinct curricula from regular classes.

c. Notices. The School Board shall ensure that the following notices are provided:

- (1) All middle and high school students shall be given notice concerning Advanced Placement (AP) and Pre-Advanced Placement Curriculum, including the fact that AP courses are offered at Ville Platte High School and at no other high school in the District;
- (2) Guidance counselors at the middle and high schools shall inform eighth and ninth graders, respectively, of the Districts' policies relating to the availability of AP and honors courses over the upcoming school years (*i.e.*, which courses will be offered during which semesters);
- (3) Teachers shall inform all students enrolled in AP classes about the availability and location of AP exams and shall provide all students appropriate information and counseling about the AP exams;
- (4) Information concerning the magnet school programs shall be posted on information boards at all middle and high schools;
- (5) In January of each school year, the District shall deliver to each parent or guardian of students in grades 7-11 a flyer describing the magnet programs;
- (6) The descriptions of the magnet programs descriptions shall be included in all middle and high school student handbooks; and
- (7) All publications of the magnet programs shall identify the appropriate central office staff member(s) to whom students or parents/guardians should direct requests for additional information about the program.

d. Advanced Placement Course Registration. The School Board shall ensure that advanced placement courses are registered with the College Board Advanced Placement Association.

III. TEACHER ASSIGNMENT

The Evangeline Parish School System may be eligible to be declared unitary in the area of teacher assignment if, for the 2010-2011 school year, the School Board, in good faith, implements the following provisions:

A. Assignment of Teachers. The District shall assign teachers who work directly with students at a school so that in no case will the racial composition of the teacher workforce indicate that a school is intended for African-American students or Caucasian students.²⁰

B. Balancing of Teaching Staff.

1. Timing and Method. Balancing of the teaching staff of each school faculty shall take place during the summer of each year. Prior to the beginning of each school year, a calculation shall be made of the percentage of Caucasian and African-American teachers employed in the District. Teachers will then be assigned/reassigned as necessary to ensure that the percentage of Caucasian and African-American teachers in each school is within plus or minus ten (10%) of the parish-wide percentages.

2. Reassignment Method Priorities. With regard to reassignment of such teachers as may be necessary to bring each public school in Evangeline Parish into compliance with this Consent Order, the Superintendent shall, in order of priority:

- (1) Solicit and approve voluntary transfer requests when such transfers would further desegregate the faculty of the transferee school and would not impair the diversity of the transferor school and when qualifications of the teacher meet the needs of the transferee school;
- (2) Utilize new hires to accomplish this end; and

²⁰ See *Singleton, v. Jackson Mun. Sep. Sch. Dist.*, 419 F.2d 1211 (5th Cir. 1971).

- (3) Transfer certified and non-certified teachers who have previously been employed in the District.

3. Responsibility and Authority. It shall be the responsibility of the Superintendent and the principal of each school to ensure that the teaching faculty of each school is within the acceptable range each school year. In order to implement this requirement, the Superintendent shall have the authority to assign and/or reassign the teaching staff of each school. The Superintendent's decision on assignment and/or transfer of teachers shall be final. Any teacher who does not accept the assignment given to him/her by the Superintendent shall be subject to dismissal by the District.

C. Advertisement of Vacancies. The District shall advertise its vacancies for teacher as follows:

- (1) Posting notices of the vacancies in all Evangeline Parish School Board schools;
- (2) Advertising the vacancies in the *Opelousas Daily World* and the *Ville Platte Gazette* for a period of at least fifteen (15) days prior to the closing date;
- (3) Posting notice of the vacancies on the District's website; and
- (4) Advertising notice of the vacancies with Teach Louisiana.

The District may request the Court to waive the advertising requirement in the event a certified teacher is available to fill a vacant teaching position. The District may use other forms of advertising vacancies if necessary. The District shall maintain records containing the name of the school and the dates and locations that the vacancy announcement was posted and the dates and media of actual publication.

D. Maintenance of Teacher Selection Records. Until such time as it has been declared unitary in the area of teacher assignment, the District shall maintain records pertaining to the selection of persons to the positions of teachers. "Records" includes but is not limited to the name

and race of each applicant, each application or letter of application, any notes, and all other documents generated during the selection process. As part of such records, the district shall prepare a chart or other document containing the following information:

- (1) Date of receipt by District of application;
- (2) Area(s) of certification of the applicant;
- (3) Whether applicant was interviewed by central office personnel, and, if so, name(s) and race(s) of person(s) conducting interview(s) and date(s) of same;
- (4) Whether applicant was interviewed by school level personnel, and, if so, name(s) and race(s) of person(s) conducting interview(s) and date(s) of same;
- (5) Whether applicant was offered a teaching position, and, if so, the position offered; and
- (6) Whether applicant accepted or rejected position offered.

E. Recruitment and Employment of Teachers.

1. **Commitment to Minority Recruitment.** The District recognizes the importance and value of having a racially diverse teaching staff in each of its schools. Toward that end, the District shall aggressively recruit minority teaching personnel. Until such time as the District has been declared unitary by the Court in the *Green* area of teacher assignment, the District shall report each year on its efforts to recruit minority teachers in the October 15 report submitted to the Court.

2. **Recruitment and Employment of Qualified Teachers.**

a. **Certified Teachers.** In order to provide the students of Evangeline Parish with the most qualified teachers available, the District shall recruit and employ as many certified teachers as possible.

b. Non-Certified Teachers. In the event that the District is unable to employ a sufficient number of certified teachers to fill all vacancies existing in the school system, then it shall have the option to employ non-certified, degreed applicants to fill remaining vacancies. In such case, non-certified teachers shall be employed on a semester-by-semester basis. In the event that a certified and qualified applicant becomes available during the first semester of the school year, the District shall employ such applicant at mid-term and the non-certified teacher will be released at that time.

c. Mid-Year Replacement of Teacher. In the event that it becomes necessary to replace, during the school year, a member of the teaching staff who has resigned, been terminated, or otherwise ended employment with the District, the Superintendent shall recommend to the District the most qualified applicant available at that time to fill that position. If the individual selected to fill the vacancy is a certified teacher, then such teacher may be offered a contract for the remainder of the school year. If the individual selected is non-certified, however, the applicant may be offered a contract for the remainder of that semester only and may be replaced at mid-term by a certified teacher if an application from a teacher with such certification and appropriate qualifications has been received. Balancing of the teaching staff of each school, as required above, is not required during the course of a school year.

F Access to Teacher Data. The United States and the Original Plaintiffs shall have reasonable access to relevant records to conduct compliance reviews. Specifically, the Plaintiff Parties upon request and reasonable notice to the District's counsel shall have the right to inspect and copy any and all records pertaining to the hiring of teaching personnel and/or pertaining to the recruitment of minority teachers, without order of the Court.

G. Prior Teacher-Related Requirements Superseded. The requirements contained herein relative to teacher selection, recruitment, and assignment shall supersede and replace all such requirements contained in previous orders of this Court.

IV. FACILITIES

The Court has determined that the only facilities in the Evangeline Parish School System which remain a vestige of former *de jure* segregation are those constituting the Ville Platte High School campus. Since the approval of the School Reorganization Plan by the Court in March 2004, the District has spent more than \$3,000,000 of general fund dollars on construction and renovations at Ville Platte High School. The improvements to the physical plant of the campus have been noticeable and have significantly improved the educational environment at that school.

A. Renovations at Ville Platte High School. The School Board has agreed to and shall undertake the following additional renovations at Ville Platte High School:

- 1. Renovate and restore auditorium:**
 - a. Restore seating to like new condition.
 - b. Provide new floor covering throughout auditorium.
 - c. Remove AC units from windows and re-glaze windows.
 - d. Provide new central AC and heating system.
 - e. Replace stained, warped, or damaged ceiling tiles. Paint ceiling.
 - f. Provide new lighting fixtures throughout in keeping with the period in which the building was built.
 - g. Repair and paint walls after sealing exterior shell.
 - h. Repair and restore trim to original appearance.
 - i. Provide new sound system.
 - j. Provide new stage curtains.

- k. Provide new doors, door frames, and door hardware.
- l. Provide large new windows between auditorium and new school lobby to bring light and a sense of openness to new lobby.

2. School Office and Lobby renovations:

- a. Provide new school office layout with a reception desk, that opens up to the lobby and/or central hallway. This office should be comparable in size and quality to that at PPHS. Where possible, the design should allow natural light to flow through the office to the main corridor.
- b. Provide enlarged school lobby with seating area and natural light.
- c. Remove AC units from windows and re-glaze windows.
- d. Provide new central AC and heating system for office and lobby.
- e. Provide new doors, door frames and hardware, ceiling tiles, floor covering and light fixture throughout the school office and lobby. Prepare and paint interior walls and trim after sealing exterior shell.
- f. Provide Hew school communication system.
- g. Provide new furniture in the school office and lobby.

3. Main Building renovations:

- a. Renovate ground floor restrooms, to include new restroom fixtures, partitions, lighting, equipment, and floor covering. Provide accessibility.
- b. Remove all abandoned equipment, piping, conduit, and wiring throughout. Enclose all exposed wiring.
- c. Patch and repair damaged walls and ceiling.
- d. Provide new floor covering in hallways.

- e. Provide new interior doors and door hardware.
- f. Provide new hallway and stairwell ceilings.
- g. Clean, caulk, and seal exterior shell of building.

4. Gym Building renovations:

- a. Provide a full size basketball playing floor including minimum unobstructed space outside the playing area as required Louisiana High School Athletic Association regulation 11.2 (which adopts the national standards for gym size identified by the National Federation of State High School Associations).
- b. Provide telescoping bleachers in sufficient quantity to meet established minimum high school gym capacity requirements.
- c. Provide a new wood floor throughout gym and bleacher area.
- d. Gut and renovate old boiler room for use as storage room.
- e. Provide a new building entry lobby, accessible restrooms, locker rooms and concession area.
- f. Provide new windows, doors, door hardware, lighting, and lobby and hallway ceilings and floor covering throughout the front portion of this building to match those in the main building.
- g. Remove all abandoned equipment, piping, conduit, and wiring throughout building. Enclose all exposed wiring. Patch and repair walls and ceiling as needed.
- h. Prepare and paint walls and trim throughout building after caulking and sealing exterior building shell.

- i. Provide new central AC and heating in gym area and throughout building.
- j. Provide new communications and fire sprinkler systems throughout building.
- k. Provide accessibility to and throughout first floor of building and between the gym building and the ground floor of the main school building.

5. Junior High Building renovations:

- a. Provide new windows, doors, door hardware, and hallway ceilings and floor covering throughout building to match those in the main building.
- b. Remove all abandoned equipment, piping, conduit, and wiring throughout building. Enclose all exposed wiring. Patch and repair walls and ceiling as needed.
- c. Renovate ground floor restrooms to include new restroom fixtures, partitions, lighting, equipment, and floor covering. Provide for accessibility.
- d. Prepare and paint interior walls.

B. Ville Platte High School Renovations Expenditures. The School Board has committed the additional sum of Three Million Dollars (\$3,000,000.00) to complete the renovations set out hereinabove. The School Board commits further, that, in the event the sum currently authorized to complete all renovations is insufficient, such additional funds as may be necessary shall be expended to fully complete all renovations. In the event the original sum of Three Million Dollars (\$3,000,000.00) exceeds the amount necessary to fully complete the renovations set out hereinabove, the School Board agrees that any remaining sum shall be spent at Ville Platte High School on such

further renovations/improvements as may be agreed to by the parties.

C. Partial Unitary Status. At such time as the School Board has completed the listed renovations at Ville Platte High School, as agreed to by the parties or as certified by the Court, the District shall have eliminated all vestiges of the former *de jure* segregation insofar as facilities of the District are concerned and may move for declaration of unitary status in the *Green* factor area of facilities.

D. Prior Orders Restricting Expenditures To Be Rescinded. The Court has issued several previous orders to the District prohibiting it from spending money on renovations/repairs at any of the schools in the District other than Ville Platte High School. Based on the commitment of the School Board to make the renovations which are to be made pursuant to this Order, the Court will rescind and recall all previous orders prohibiting the District from expending funds on renovations/repairs at other schools in the District, effective upon contracts for the renovations at Ville Platte High School, set forth hereinabove, having actually been entered into by the School Board. Upon the contracts for the renovations having been entered into, the Court will issue an order that the District seek approval from the Court for all general fund expenditures in excess of \$50,000. No expenditures for renovations/repairs in excess of \$50,000 shall be made before a written request has been submitted to the attorneys of record for the Original Plaintiffs and the United States, and the attorneys for the Original Plaintiffs and the United States have fifteen (15) days to concur and/or object to the request. If no response is received within such fifteen (15) day period, then the District may assume that there is no objection and must so indicate to the Court in appropriate pleadings filed with it.

V. MISCELLANEOUS REQUIREMENTS

A. Bi-Racial Advisory Committee

1. Re-Establishment. The District shall re-establish an independent Bi-Racial

Advisory Committee (the “Committee”) to advise and make recommendations to the Superintendent and the District regarding existing School Board policies and any additional policies and/or programs to advance desegregation and improve education in the system.

2. **Constitution of Committee.** Within twenty (20) days of the entry of this Consent Order, the Original Plaintiffs shall submit to the parties and the Court the names of three adult residents of Evangeline Parish (two (2) African American and one (1) Caucasian, of both genders if possible) who have children attending schools in the District and who are willing to serve, and the District shall submit to the parties and the Court the names of three adult residents of Evangeline Parish (two (2) Caucasian and one (1) African American, of both genders if possible) who have children enrolled in the District and who are willing to serve, to serve on the Committee.

3. **Meetings.** The Committee shall not be a “committee of the board” and shall not be required to comply with the requirements of the Louisiana Open Meetings Law, LA. REV. STAT. 42:4.1 *et. seq.* The District shall encourage the Committee to meet, pursuant to appropriate notice, at reasonable times and places to be determined by the Committee, and the District shall make available appropriate meeting facilities within the District if requested by the Committee. The Committee shall maintain appropriate records and minutes of its meetings. The District shall make available at its central office copies of the Committee’s meeting minutes.

4. **Staff and Technical Assistance.** The District shall supply the Committee with reasonable staff support and technical assistance, including assistance in typing, printing, and distributing meeting minutes, and such reasonable information as the Committee may request, in writing, including but not limited to copies of the annual reports provided by the District to the Court and parties pursuant to this Consent Order. The School Board Desegregation Compliance Officer shall be the contact person for the Committee in all matters as well as to obtain such staff support and technical assistance as may be necessary.

5. Attendance at Regular School Board Meetings. At least once each calendar year, the District shall invite Committee members to a regularly scheduled public meeting during which each Committee member shall be afforded the opportunity to address, to advise, and to make recommendations regarding policies and/or programs to advance desegregation in the Evangeline Parish School System. The Committee may, at such other times during the year, make recommendation or recommendations regarding policies and/or programs to advance desegregation in the Evangeline Parish School System.

B. Reports.

1. JULY 15th Student Transfers Report.

a. Reporting Requirements. No later than July 15 of each year, the School Board shall submit to the Original Plaintiffs and the United States (via electronic transmission, facsimile, or by overnight private carrier delivery) a report including:

- (1) A copy of each transfer request submitted, including all supporting documentation;
- (2) A list of the proposed transfers by type, indicating the sending school and receiving school and the race and grade of the student; and
- (3) Whether the committee proposes to approve or deny the respective transfer requests.

Pending review of such required annual report by the plaintiff parties, the Transfer Committee shall include in all parental notices of approved transfers that such approval and transfer shall be contingent upon review and approval (or lack of opposition) by the Original Plaintiffs and the United States.

b. Objections and Waivers. If either of the plaintiff parties has any objections to the proposed transfers, such objections shall be made, in writing, within ten (10) days after receipt of such report. In the event either of the plaintiff parties lodges an objection to which the School Board does not agree and a resolution of such disagreement cannot be reached within ten (10) days, any party may seek intervention of this Court to resolve the issue. Any objections not

presented within this time period shall be considered waived and the School Board shall be considered in compliance with the transfer provision for the respective school year.

2. OCTOBER 15TH Annual Report.

a. Reporting Requirements. On or before October 15th, and on the same date of each subsequent school year until further order of the Court, the Evangeline Parish School Board shall file with this Court and provide to the Original Plaintiffs and the United States (via electronic transmission, facsimile, or by overnight private carrier delivery) a report including:

(1) Student Data.

The number of students by race and grade enrolled in each school.

(2) Course Information.

(a) For each high school, a list of courses offered and those actually taught.

(b) For Ville Platte High School:

(I) a list of the magnet program and AP courses offered and those actually taught;

(ii) a list of the teachers, by race and certification, who teach the magnet program and AP courses;

(iii) a list of the students, by course and race, who took the AP examination at the end of the prior year; and

(iv) a list of the students enrolled in magnet program courses, by course and race.

(3) Teacher Data.

(a) Rosters listing by name, race, and certification the members of the teaching

staff employed and assigned to each school in the District;

- (b) Designation of any teacher newly employed who worked the previous year for another school district undergoing school desegregation under the auspices of the United States District Court for the Western District of Louisiana; and
- (c) Identification of the District's efforts to recruit minority teachers.

(4) Facilities.

A description of the status of the projects at Ville Platte High School identified hereinabove, including the stage of progress and the funds expended.

(5) Bi-Racial Advisory Committee Report.

- (a) The dates the Committee met;
- (b) Any and all Committee recommendations made to the School Board since the date of the last report; and
- (c) Any action(s) taken by the School Board based upon the Committee's recommendation(s), including the reason for rejection of any recommendation.

b. Objections and Waivers. If either of the plaintiff parties has any objections to the operations of the School Board as reflected in the October 15th annual report, such objections shall be made, in writing, within sixty (60) days after receipt of such report. In the event either of the plaintiff parties lodges an objection to which the School Board does not agree and a resolution of such disagreement cannot be reached within twenty (20) days any party may seek intervention of this Court to resolve the issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with the area for which no objection was made for the respective school year.

3. Prior Reporting Requirements Superseded. The reporting requirements outlined above shall supercede and replace all other reporting requirements ordered by the Court.

IV. Judicial Supervision and Unitary Status

All parties hereto shall have the right to seek enforcement of the provisions of this Consent Order. This Court shall retain jurisdiction to monitor and enforce compliance with the provisions of this Consent Order. All previous orders entered not inconsistent herewith remain in full force and effect.

The Motion for Further Relief filed by the United States, consistent with this Order, is hereby adjudged moot and the Motion for Partial Unitary Status filed by the Evangeline Parish School Board, consistent with this Order, is granted in part and denied in part.

The District shall be and is hereby declared partially unitary in the areas of transportation, extracurricular activities, and staff assignment, with the exception of teacher assignment, and all court orders, reporting requirements, injunctions, or portions thereof pertaining to such areas are hereby dissolved and dismissed. The Court shall retain jurisdiction over teacher assignment, student assignment, and facilities.

The parties hereto acknowledge and agree that the Court retains jurisdiction over this case to issue such orders *sua sponte* or otherwise as the Court deems necessary or advisable to aid or implement compliance with this Order and the further desegregation of the Evangeline Parish School System.

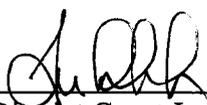
The parties hereto further acknowledge that, under law, the Original Plaintiffs are entitled to recover from the School Board such reasonable attorney's fees as may have been incurred by them in the litigation of this action. Within thirty (30) days following this Court's declaration of full unitary status and final dismissal of this action, the attorney for Original Plaintiffs or his designee shall have the right to submit to the Court a motion requesting payment of his attorney's fees, which

shall be accompanied by the attorney's contemporaneous detailed time records supporting such request which, due to the amount of time that has elapsed since this action was filed on May 4, 1965, may be supplemented, to the extent necessary, by records maintained by the NAACP Legal Defense Fund, the United States Department of Justice or the United States Attorney for the Western District of Louisiana. The Court may refer the motion to a United States Magistrate Judge, who, after appropriate proceedings as provided by the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Western District of Louisiana and such further instructions from the District Court, shall issue a Report and Recommendation setting reasonable attorney's fees based on applicable jurisprudence and statutory law. The Original Plaintiffs and School Board shall have the right to object to the Magistrate Judge's Report and Recommendation as provided by the Federal Rules of Civil Procedure and the Court's Local Rules. The decision of the District Court on the quantum of attorney fees due Original Plaintiffs' attorney shall be final and all parties agree and stipulate that they have waived and hereby waive their right to appeal the decision of the Court as to quantum of such fees as well as the time and manner in which such fees, once set by the Court, are to be paid. The Court may, in its discretion, at the request of a party, conduct a hearing, once reasonable attorney fees have been determined, as to the time and manner of the payment of same. Nothing in this Order shall prevent the parties from negotiating the quantum and manner of the payment of the attorney fees to which Original Plaintiffs' attorney is entitled to receive without Court intervention.

By no earlier than thirty (30) days after the end of the 2011-2012 school year, the District may file a motion and supporting documentation with the Court to be declared unitary in all respects and to have this case dismissed. Within sixty (60) days after receiving the District's motion and responses to the Plaintiff Parties information requests, the Plaintiff Parties shall file responses. If any party objects to dismissal, the District shall have the burden of demonstrating that the District has complied

in good faith with all provisions of this Consent Order and federal law.

SO ORDERED, DECREED, AND ADJUDGED, this the 22nd day of December, 2009.



U.S. District Court Judge Tucker L. Melançon

Agreed as to form and content:

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