

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION**

JOAN ANDERSON, ET AL. PLAINTIFFS  
AND  
UNITED STATES OF AMERICA PLAINTIFF-INTERVENOR  
vs.  
MADISON COUNTY SCHOOL DISTRICT, ET AL.  
DEFENDANTS

CIVIL ACTION NO.3700

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**CONSENT ORDER**

Plaintiffs Anderson, et al. and Plaintiff-Intervenor United States (collectively, the "parties-plaintiff") and Defendant Madison County School District ("MCSD" or the "District"), having engaged in good-faith negotiations, do voluntarily agree to the entry of this Consent Order, subject to the Court's approval. This Consent Order is intended to resolve specific issues being pursued by the parties-plaintiff on appeal of the Court's September 21, 1999 Memorandum Opinion and Order (the "September 1999 Order"), approving the District's Motion to Modify Desegregation Plan, and to clarify actions the District will take to implement this Court's September 1999 Order.

After reviewing the terms of this Consent Order, the Court concludes that the entry of this Consent Order comports with the objectives of the Fourteenth Amendment to the Constitution of the United States of America and applicable federal law, and, if properly implemented, will further the orderly desegregation of the Madison County School District.

It is, **THEREFORE, ORDERED, ADJUDGED AND DECREED** as follows:

**I. BACKGROUND**

This action was brought in 1969, alleging unlawful operation of a racially dual system of public education in violation of the Fourteenth Amendment to the Constitution and Title IV of the Civil Rights Act of 1964, 42 U.S.C. 2000c-6, *et seq.* The Court entered Consent Orders in 1988, 1989 and 1990.

On October 7, 1998, the MCSD filed a Motion to Modify Desegregation Plan, seeking approval to construct five (5) new schools (one high school, two middle schools and two elementary schools), to make additions and renovations to existing school facilities, and make related student reassignments. On November 2, 1998, the United States filed its Response in Opposition to the MCSD's Motion for Modification of its Desegregation Plan. After extensive discovery, trial was held in this case from May 17 to May 25, 1999. On September 21, 1999, this Court entered its Memorandum Opinion and Order. On November 19, 1999, the parties-plaintiff filed

notices of appeal and motions for stay of portions of the September 1999 Order. On December 17, 1999, this Court granted the motions of the parties-plaintiff for a stay of the construction portion of its September 1999 Order, pending resolution thereof by the Fifth Circuit Court of Appeals. Subsequently, the parties engaged in diligent and good faith efforts to reach agreement on outstanding issues, as reflected in this Consent Order. With the exception of the location of the new high school and its attendance zone, the parties agree that this dispute shall be resolved without further delay to avoid more costly and protracted litigation.

## **II. SCHOOL CONSTRUCTION**

The District has agreed to the following modifications of its construction proposal approved by the Court in its September 1999 Order, as set forth below. <sup>(1)</sup>

### **A. Expert Review of Plans**

At least fifteen (15) business days prior to the anticipated date for completion of the schematics for each new facility identified herein, the District shall so notify the parties-plaintiff by telephone and in writing (by facsimile). Prior to finalizing its construction plans, or entering into any binding commitments to commence construction of any of the new facilities identified herein, the District shall permit an expert designated by the United States, in consultation with the Superintendent and/or other designated representative of the District, twenty-one (21) days within which to review and comment on the plans at the schematic stage. This 21-day period shall commence on the date on which the expert receives the schematics. The District shall provide all documents reasonably necessary to permit the expert to make this evaluation, including such materials as the expert may reasonably request, and shall make a good-faith effort to address any suggestions and concerns that the expert may provide. In the event such designated expert fails to review and comment in writing upon the plans within twenty-one (21) days of their submission, the District shall be relieved of any further obligation under this paragraph.

### **B. New High School**

1. The location of the new high school shall continue to be a disputed issue on appeal to the Fifth Circuit Court of Appeals.
2. The District shall insure that travel times to and from this new high school, particularly to and from the Flora attendance area, are consistent with Section III, below.

### **C. New Middle Schools**

1. Subject to recognized principles of site-based management concerning curricula, grants, gifts and the provisions of Section VII, below, the District shall ensure that programming and facilities at each of its middle schools are educationally comparable.
2. *East Flora Middle School* The District shall renovate and make additions to East Flora School to include a middle school for grades 6-8 that is educationally separate from the elementary

school on the same site. Enhancements and improvements will include a science lab facility, facilities to accommodate art and music, middle school-specific classrooms, a computer lab with internet access, a media center appropriate for middle school students in grades 6-8, and appropriate space for a parents' center. In addition, the District will renovate the existing gymnasium for use by the middle school.

The District shall make this project a priority of the initial phase of its construction/renovation program, with the goal of starting construction and renovation by the beginning of the 2001-2002 school year. The new Flora Middle School shall have the same attendance zone as that for students in grades 6 through 8 in the current Flora attendance zone.

**3. *New Rosa Scott Middle School*** The District shall use its best efforts to purchase a site (and resolve any land usage issues regarding that site) in the Madison area on Bozeman Road adjacent to the corporate limits of the City of Madison and the Reserve subdivision for the purpose of building new Rosa Scott Middle School. In the event the District is unable to acquire this site for the purpose of building a new school, the middle school shall be built at a site of the District's choosing west of I-55, if acquisition of such site is feasible; or if not feasible, the school will be built on a tract of land currently owned by the District on Madison Avenue adjacent to Liberty Park. This school shall have the same attendance zone as the current Rosa Scott Middle School. The Court finds and the parties agree that all sites described are within the Madison area.

**4. *New Velma Jackson Middle School***. The new middle school for students in grades 6 through 8 in the Velma Jackson attendance area shall be built at a site selected by the District, between the existing Velma Jackson School and Luther Branson Elementary School. The District shall make this project a priority of the initial phase of construction and renovation.

#### **D. Velma Jackson School**

1. The District shall ensure that the facilities for elementary students in grades Pre-K-5 and for high school students in grades 9-12 at the Velma Jackson School are separated to the extent practicable. The District shall make the renovations at the Velma Jackson Campus a priority of the initial phase of renovations.

2. The District shall complete the necessary renovation, remodeling, and addition(s) to insure that the "Eco-Journeys" high school magnet program at Velma Jackson High School is appropriately equipped so as to be fully implemented by the 2000-2001 school year.

#### **E. Future Construction/Attendance Zone Modifications**

Should the District determine to construct, consolidate or close school(s), or to reconfigure grades or attendance zones, at least sixty (60) days prior to expending any funds, or entering into any binding commitments, or finalizing a school bond resolution, the District shall provide written notice and sufficient information to counsel for the parties-plaintiff to evaluate the District's proposed action(s). The parties commit to work together, informally and in good faith, to attempt to resolve any identified concerns. If the parties-plaintiff fail to object to the District's

proposed action(s) within the prescribed sixty (60) day period, then the parties-plaintiff shall be deemed to have waived any objections to such proposed action(s).

### **III. TRANSPORTATION**

Consistent with the mandate of the Court's September 1999 Order, the District shall insure that transportation to schools is provided on a non-discriminatory basis and that no regular bus route will exceed one-and one half hours each way for any student. As to the high school students in the Flora attendance zone, the District shall use its best efforts and shall add additional bus routes as appropriate to ensure that no high school student in the Flora attendance zone will ride more than 45 minutes one way. The District has represented to the parties that the vast majority of Flora high school students could be transported within this time frame. For the remaining students whose ride time exceeds 45 minutes, the District shall provide in its reports to the Court an explanation for the additional time of the bus ride. The District shall report to the Court regarding its transportation system as part of the reporting obligations described in Section VIII below, including all bus routes and student ride times, by race.

### **IV. MAJORITY-TO-MINORITY TRANSFERS**

The District shall continue a majority-to-minority students transfer policy, whereby a student may elect to transfer from her or his assigned school in which her or his race is in the majority, to a school in which her or his race is in the minority, and the District shall provide transportation for the student to and from the school to which the student transfers. The District may refuse a request for minority-to-majority transfer by a student to any school where classroom space is not available for that student. The District shall advertise and promote this policy, and include in the semi-annual reports to the Court a summary of its efforts in this regard.

### **V. STAFF RECRUITMENT, HIRING, ASSIGNMENT AND COMPENSATION**

**A.** Prior to the beginning of the 2000-2001 school year, the District shall adopt, and therefore adhere to, written policies governing recruitment, hiring, compensation, assignment and transfer of school-based and District-level administrators, and of teachers, teacher-aides, and other staff who work directly with children at a school.

**B. *Administrators.*** Prior to the beginning of the 2000-2001 school year, the District will determine its administrative organization structure and provide job descriptions for each Central Office administrator and building principal position. The District shall advertise within the District all openings. If no District candidate is deemed by the Superintendent to be satisfactory for a position, the District will then advertise positions outside the District. All applicants at either stage will be interviewed by a bi-racial panel<sup>(2)</sup> selected by the District. The Superintendent shall retain the authority to make all final employment recommendations to the School Board regarding administrators.

**C.** Consistent with Singleton,<sup>(3)</sup> the District shall, not later than June 30, 2003, assign teachers so that the ratio of black to white teachers at each school in the District is within +/- 15% of the District-wide ratio of black teachers to white teachers.

**D. *Recruitment of Black Teachers and Administrators.*** Prior to the beginning of the 20002001 school year, the District shall implement specific procedures to recruit minority administrators, teachers and staff, and shall designate a central office administrator whose duties shall include responsibility for oversight of recruitment of minority personnel, including recruitment visits to historically and/or predominantly black colleges and universities. The District shall in its reports to the Court describe its efforts to recruit minority personnel.

**E.** The District shall insure that all administrators and other personnel who participate in the recruitment and hiring of personnel have formal (in-service) training in the importance of diversity and in proper interview/recruitment techniques.

**F.** The District shall specifically advise all school principals, Central Office administrators and Board of Education members of the requirements of this Consent Order, particularly those set forth in Section V, and of the School District's continuing obligations under Singleton.

## **VI. BI-RACIAL ADVISORY COMMITTEE**

The Court shall establish an independent bi-racial advisory committee to advise the Superintendent and Board of Education of the District on matters dealing with implementation of and proposed modifications to the desegregation orders of this Court.

The advisory committee shall consist of eight (8) members and shall be formed beginning with the school year 2000-01. The parties-plaintiff shall appoint four (4) members, two (2) whites and two (2) blacks, to the committee. The District shall appoint four (4) members, two (2) whites and two (2) blacks, to the committee. Members shall serve staggered four year terms. The initial committee shall have two members to serve a one year term, two to serve a two year term, two to serve a three year term, and two to serve a four year term. Terms shall begin on August 1 of each year. No person shall be eligible to serve on this committee who is or has been a litigant against the District, is not a resident of the District, employee of the District, or is a member of the Board of Education of the District. All of the members of the committee shall, at the time their terms commence, be either parents or legal guardians of children enrolled in the MCSD public schools or residents of the Madison County School District. The committee shall select a chairperson to serve a term of one year. Thereafter, the Chair shall rotate annually between a black and a white member. The committee shall meet on a regular basis, but no less than five (5) times during school year 2000-01, and at least three (3) times each school year thereafter, pursuant to appropriate notice at a reasonable time and place to be determined by the committee. The committee shall maintain appropriate records and minutes of its meetings. The committee shall issue an annual written report to the District and the Court not later than June 15th of each year. Prior to its submission, the report shall be approved by a majority of the committee and signed by each of its members. The District shall supply the committee with reasonable staff support and assistance and information as the committee may reasonably request, including clerical assistance in the preparation of the committee's annual reports. At least annually, the Board of Education shall hold a public meeting with the committee

## **VII. TITLE I SCHOOLS INITIATIVE**

The District has agreed to enter into a detailed school/college partnership with Tougaloo College concerning programming, curricula and performance at the District's Title I schools. The District will finalize such an arrangement with Tougaloo College for implementation beginning with the 2000-2001 school year, and will provide all parties with a copy of the final agreement. The parties recognize that the District and Tougaloo College shall retain reasonable flexibility to modify and implement this partnership as specific educational needs at each Title I school are identified and as those needs evolve over time.

### **VIII. REPORTING**

The District shall continue to make semi-annual reports to the Court, with copies to counsel for the parties-plaintiff, on October 1st and March 1st of each school year as required by United States v. Hinds County School Bd., 433 F.2d 611,618-19 (5th Cir.1970)(percuriam), and as required under the Court's September 1999 Order. In addition, the MCSD shall include in each semi-annual report narrative descriptions and accompanying documents and data, as appropriate, on all actions taken to implement each Section of this Consent Order.

### **IX. JURISDICTION**

The Court shall retain jurisdiction over this case, and all prior orders not inconsistent with, or otherwise modified by, this Consent Order remain in full force and effect.

**SO ORDERED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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UNITED STATES DISTRICT JUDGE

The signatures of counsel for each of the parties below and on the following page signify the parties' consent to this agreement.

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1. With the exception of the new high school, new construction and renovations of facilities that are not specifically addressed herein can proceed as previously proposed by the District and approved by the Court in its September 21, 1999 Order.

2. This is not the Bi-Racial Advisory Committee described in Section VI., but rather a panel of appointed District employees.

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