

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
DUBLIN DIVISION**

**UNITED STATES OF AMERICA,**

Plaintiff,

And

**CHARLES RIDLEY, et al.,**

Plaintiff-Intervenor,

v.

**STATE OF GEORGIA, et al.,  
(DUBLIN CITY SCHOOL DISTRICT)**

Defendants.

Civil Action No. 3009

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**SETTLEMENT AGREEMENT**

WHEREAS, the United States filed a case (United States v. State of Georgia, et al., C.A. No. 12,792) in the United States District Court for the Northern District of Georgia on August 1, 1969, against the State of Georgia and various school agencies and officials of the State;

WHEREAS, on December 17, 1969, the United States District Court for the Northern District of Georgia entered orders to desegregate 81 public school districts located throughout the State of Georgia (the "1969 Order"). Pursuant to the 1969 Order, the Dublin City School District ("the School District") submitted a desegregation plan that was approved on April 21, 1970. On February 22, 1972, that Court entered an order approving a new student assignment plan for the School District. On September 5, 1972, that Court added the School District as a party defendant and transferred jurisdiction over the School District to the United States District Court for the Southern District of Georgia. In its February 14, 1974 Order, this Court kept the School District on the active docket;

WHEREAS, an Order was entered in this action on July 16, 1971 (the "1971 Order").

An appendix was attached to the 1971 Order that, among other things, provided the following:

Transfers to students in one district for attendance at public schools in another district shall be granted only on a non-discriminatory basis. In no event shall more than 5% of the minority students be allowed to transfer to other districts where they are either in the majority or made a part of a larger minority percentage than in the district from which they have transferred, excluding those instances where all students of both races in a certain category are transferred by contract approved by the State School Board;

WHEREAS, the School District entered into a Consent Order with the United States, which was approved by this Court on May 19, 1978 (the "1978 Order"). The 1978 Order reflected that the School District had "agreed to eliminate the use of achievement tests as the sole basis for assigning students to classes by the beginning of the 1978-79 school year." The 1978 Order also provided that the School District

[B]y the beginning of the 1978-79 school year, shall eliminate classroom segregation in the elementary schools and in the non-elective courses taught in the junior high school and shall assign students to classes on the basis of any racially neutral method it considers educationally sound so that each section shall be composed of from 50% to 150% of the minority quotient for that grade level.

WHEREAS, on April 15, 2004, the United States filed a motion to enforce the interdistrict transfer provision of the 1971 Order and the 1978 Order against the School District and for further relief against the Laurens County School District ("Motion to Enforce"). The Dublin City School District filed a motion for a declaration of unitary status and dismissal of the case on June 9, 2004. Both motions are pending before this Court. On June 21, 2004, the United

States moved under Fed. R. Civ. P. 19(a) to join the Laurens County School District as a necessary party defendant to the desegregation case against the Dublin City School District. On July 16, 2004, pursuant to the instructions of this Court, the United States served a Supplemental Complaint on the Laurens County School District alleging that it was knowingly interfering with the 1971 Order by accepting transfers from the Dublin City School District that violated the 1971 Order;

WHEREAS, in lieu of continuing to litigate the issues raised by the United States' motion to enforce and the Dublin City School District's motion for unitary status, the United States and the Dublin City School District have negotiated in good faith to resolve their differences;

WHEREAS, the parties have agreed to enter into and submit to this Court the proposed Consent Order attached hereto as Appendix A;

WHEREAS, as indicated by the signatures of counsel below, the United States and the School District have agreed to the terms of this Settlement Agreement governing special education, gifted services, diploma tracks, and the recruitment, hiring, and transfer of administrators, faculty, and staff,

WHEREAS, on the basis of this Consent Order and the Settlement Agreement, the United States has agreed to withdraw, without prejudice, that part of its Motion to Enforce relating to the 1978 Order only, and the Dublin City School District has agreed to withdraw, without prejudice, its Motion for Declaration of Unitary Status and to Dismiss Defendant Dublin City School District for a period of three years, provided this Court approves the proposed Consent Order attached hereto as Appendix A;

WHEREAS, the United States and the School District believe that full and good faith compliance with the terms of this Settlement Agreement, the proposed Consent Order, and the

terms of the 1969 and 1971 Orders that are not affected by the proposed Consent Order over a three-year period will enable the School District to establish the record needed for a declaration of unitary status and dismissal of this desegregation case except in the area of student transfers;

WHEREAS, those parts of the United States' Motion to Enforce relating to the Order of July 16, 1971 against the Dublin City School District and the Laurens County School District filed on April 15, 2004, and its Supplemental Complaint against Laurens filed on July 16, 2004, are not resolved by this Settlement Agreement and remain pending before this Court;

NOW THEREFORE, the United States and the School District agree as follows:

**I. Administrator, Faculty, and Staff Recruitment, Hiring, and Transfers.**

**A. Non-discrimination.** The School District will not discriminate on the basis of race, color, ethnicity, religion, sex or national origin in the employment or employment conditions of any personnel.

**B. Recruitment, Hiring, and Transfer Procedures.**

1. The School District will follow the hiring procedures listed in Appendix B in filling all job vacancies, whether in administrative, faculty, or staff positions.

2. By August 1, 2005, the District will review and evaluate its application forms, interview questions, and its existing written hiring criteria to ensure that objective, non-discriminatory criteria are being used to select applicants to fill vacant positions. Subject to such review and evaluation, the District may, as appropriate, continue to use existing written criteria. Where such criteria do not presently exist, the District will formulate and use written, objective non-discriminatory hiring criteria.

3. By August 1, 2005, the School District will deliver to the United States copies of all written hiring criteria, including changes or modifications to forms, referenced in paragraph I.B.2., above. The District will allow the United States 20 days to review and

comment on the forms and criteria. In its subsequent Reports which are due July 1 in subsequent years, the School District shall submit only any material revisions to all such hiring criteria and forms.

4. By August 31, 2005, the School District will train all employees who will have any responsibilities with respect to filling job vacancies to follow the written hiring procedures and criteria referenced in paragraphs I.B.1 and I.B.2, above. In subsequent years, the School District will train all new employees who will have any responsibilities with respect to filling job vacancies to follow the written hiring procedures and criteria referenced in paragraphs I.B.1 and I.B.2, above. If the School District makes material revisions to such procedures and criteria, the District will train all employees responsible for filling job vacancies to follow these material revisions.

5. The School District will recruit applicants for job vacancies as provided in Appendix C.

6. The School District will give all new applicants the same opportunity to apply for vacant positions that it affords to existing employees and will give new applicants and existing employees equal consideration for the vacancy. The School District will complete the screening form in Appendix D when deciding which applicants to interview. The School District will interview all employees who apply and qualify for the position by virtue of their certification and all qualified employees who have requests to transfer to the vacant position on file.

~~C. Records~~ -- The School District will retain for three (3) years all records necessary to establish the foregoing information and shall keep copies of all applications, screening forms, interview forms, personnel recommendation forms, vacancy notices to employees and the public,

and advertisements. The School District will make such records available to the United States upon request and reasonable notice.

## **II. Gifted Programs.**

**A. Non-discrimination** -- The School District will not discriminate on the basis of race, color, ethnicity, religion, sex, or national origin in any task associated with the School District's Gifted Education Program, including the assessment or selection of students for participation therein.

**B. Referral, Assessment, and Selection** -- The School District will follow all Georgia Department of Education regulations and guidelines pertaining to the referral, assessment, and selection of students for gifted programs. At the beginning of each school year, the School District shall notify all parents, teachers, and administrators in writing of the opportunity to refer students for assessment for gifted program eligibility and shall outline the School District's referral, screening, and eligibility procedures and requirements in such written notice. The School District also shall provide training to regular education teachers and other district staff involved in the screening and referral process regarding the characteristics of intellectual giftedness and how environmental, cultural, linguistic and/or economic differences may mask a student's true abilities and thereby affect the student's performance in the areas evaluated. A list of the training provided and the participants in such training identified by job title shall be provided in each report due on July 1 of each year. The School District may enlist the assistance of the Southeastern Equity Center in providing such training.

**C. Records and Reporting** -- The School District will document each referral of a student for a gifted program eligibility determination and will record the student's name, race, and grade level; the referring person's name, race, and relationship to the student (e.g., reading teacher); whether the student was tested for eligibility; how the student was tested; the results of

the test; whether the student was eligible for participation in the gifted program and, if not, why not, noting the criteria that were not met; and whether the student enrolled in the gifted program and, if so, on what date. The School District shall make these records available for inspection by the United States upon request and reasonable notice. The School District will submit in its July 1 reports the information required by paragraph V.11 below.

### **III. Special Education.**

**A. Non-discrimination** -- The School District shall not discriminate on the basis of race, color, ethnicity, religion, sex, or national origin in any task associated with the School District's Special Education Program, including the assessment or selection of students for participation therein.

#### **B. Referral, Assessment, and Selection.**

1. By July 1, 2005, the School District will request the assistance of the Southeastern Equity Center to address the number and proportion of black students identified as Mild Intellectual Disability ("MID") and Emotional Behavioral Disorder ("EBD").

2. The School District will ensure that all students designated as MID and EBD receive educational services in the least restrictive environment and that MID and EBD students are not placed in single race self-contained special education environments all day long.

3. Within the first year of this Settlement agreement, the District will conduct a full reevaluation of any minority MID or EBD student with a current full-scale intelligence quotient (IQ) of 65 or higher and any minority student who was not assessed with an adaptive behavior instrument to determine the validity of their placement. Students will be reevaluated consistent with the Individuals with Disabilities Education Act of 1997 (20 U.S.C. 1400 et seq.), Georgia law, and the terms of this Settlement Agreement. Reevaluation may be conducted by an outside entity such as the State or a special education consultant. If the student no longer meets

the criteria for MID or EBD, he/she will be evaluated for possible placement in another exceptionality. This decision should be based on the student's educational and emotional needs and should be made in the best interest of the student. Students who do not meet the eligibility criteria for any exceptionality will be exited from special education; however, students exited from special education will be provided, by general education, appropriate supplemental services to facilitate their successful transition in the general education program.

4. The School District will monitor special education referral data by the race of student and the teacher to determine if there are any racial disparities in the administration of the School District's Special Education Program and to ensure that the reasons for the referrals and the interventions attempted are fully documented in the School District's records. The School District will make these records available for inspection by the United States upon request and reasonable notice.

5. The School District will revise the special education student referral form to require consideration of whether any environmental, cultural, linguistic, and/or economic differences are masking a student's true abilities and thereby affecting the student's performance in the areas evaluated. The School District also will ensure that the tests and evaluative materials administered to potential EBD and MID students are sensitive to environmental, cultural, linguistic, and economic differences. If there are environmental, linguistic, cultural, and/or economic concerns noted on the referral form, the School District will make a determination as to whether a student needs to be administered a non-traditional intelligence test, and if the answer is yes, the School District will administer a non-traditional intelligence test to the student.

6. The School District shall revise its eligibility criteria for EBD to include parents as a possible rater for one of the required behavior rating scales and to require observations of the potential EBD student in two or more educational settings.



7. The School District will provide staff development for teachers on an annual basis to assist them in gaining the knowledge and the ability to implement appropriate intervention strategies for students who are having academic and/or behavioral difficulties; and

8. The School District will take steps to increase parent involvement in the special education decision-making process; to ensure parents understand their rights regarding intervention, referral, evaluation, placement, reevaluation, and decertification criteria; and to provide supplemental counseling to parents before they consent to placing their child in any special education program.

#### **IV. Diploma Tracks.**

The School District will take the following steps that are designed to increase the participation of black students in advanced courses and diploma tracks and to ensure that all students have equal access to honors, college preparatory, and advanced placement classes.

1. The School District will send written notices to all parents and students in grades 6-8 about the nature of, the benefits of, the admission criteria or course prerequisites for each diploma track and each advanced course offered at the middle and high schools. The middle school will also hold an annual meeting to inform parents and students in grades 6-8 about the courses needed at the middle school level in order to pursue advanced courses and/or a college diploma at the high school level. The notices and meetings referenced herein will take place in ample time to allow students to apply, to be considered, and to be tested (if required), and enrolled in advanced courses and/or advanced diploma tracks. The notices will be written for an 8<sup>th</sup> grade reading comprehension level. The meetings will be held in the evening to increase attendance. The District will retain all such notifications, announcements, and written records of steps taken to publicize such special programs and shall include them in each report due July 1.

2. By August 1, 2005, the School District will review and evaluate the admission criteria for each advanced class at the middle and high school to ensure that such criteria are being applied in a non-discriminatory manner and that they are not serving as systemic barriers to participation by black students. As part of its review, the School District will work with the Southeastern Equity Center to learn strategies for addressing low minority participation in advanced classes and diploma tracks. The School District will report to the United States in each report due July 1 regarding the results of its review, its consultations with the Southeastern Equity Center, and any changes it has made to its admissions criteria or sequencing of advanced courses as a result of its review.

3. By August 31, 2005, the School District will train teachers to ensure that they are able to identify students from all cultures who are capable of doing advanced or special work. The School District will provide such training to all new teachers hired after August 31, 2005 within six (6) months of their hire.

4. By August 1, 2005, the School District shall formulate and adopt procedures designed to inform and recruit black students to pursue advanced courses and diploma tracks. All such procedures will be furnished to the United States for their review and comment. Use of such procedures will be held in abeyance for twenty (20) days pending comments or suggestions from the United States.

#### **V. Reporting Requirements.**

The School District's Superintendent will cause to be delivered to counsel for the United States a signed and sworn statement attesting to the completeness and accuracy of each report required by this Settlement Agreement.

By July 1, 2006 and by not later than July 1 of each year succeeding year, the School District will cause a report to be delivered to counsel for the United States that provides the

following information for the prior school year based on end-of-the-school-year data. To the extent this information is contained in any other report prepared by the School District, such reports may be submitted provided they include all of the information requested below or any missing information is also provided.

1. The name, race, and subject area of each full-time and part-time teacher and guidance counselor employed by the District during that school year;

2. The name, race, and job title of each administrator in the District;

3. The number and percentage of non-certified staff by race in each school or office;

4. A list of all recruitment trips, including the names of the visited schools, whether the school is a predominantly minority institution, the date of each visit, the name, race, and job title of each recruiter; a copy of the recruitment interview log for each visit; the number of individuals by race who submitted applications during the visit; the number of individuals by race interviewed during the visit; and written certification that the individuals on the roster were sent the letter referenced in paragraph 6 of Appendix C;

5. A list of each vacancy that occurred during that school year identifying the job title of the vacancy, the date and location of all posted vacancy notices and advertisements;

6. A completed copy of the screening form in Appendix D for each vacancy that occurred during that school year;

7. The personnel recommendation forms for all vacancies that were filled during that school year, including: the name, race, education, and years of experience of all applicants who were interviewed; the name(s) of any references contacted; the applicant recommended for hire; and whether the school board approved the recommendation;

8. A list of the teacher and administrator transfer requests denied and granted during that school year, including the names of the departing and receiving schools, the name, former and current job titles, and race of the transferee, and the reason(s) for each denial or grant;

9. Any material revisions to the written hiring and assignment practices, procedures, and forms, and the reasons for each such revision;

10. The name, race, identification number, and grade level of each student who received gifted services in the prior school year;

11. A copy of the gifted eligibility form for each student who was referred for gifted consideration during the prior school year;

12. The name, race, identification number, and grade level of each student referred for special education consideration; the name of the referring teacher; and for each student determined eligible for special education services: (a) the type and duration of referral interventions; (b) whether an alternative intelligence test was administered; (c) the student's exceptionalities; and (d) the student's primary learning environment;

13. The name, race, and grade level of each MID and EBD student who was reevaluated and the results of the reevaluation;

14. The number and percentage of students by race enrolled in each advanced class at the middle and high schools, including honors, college preparatory, and advanced placement classes;

15. A copy of all notices sent to parents and students regarding advanced courses and diplomas and documentation of the annual meetings held to explain these options; and

16. The number and percentage of students by race who received advanced diplomas, standard diplomas, or certificates of completion for the school year.

## **VI. Terms of Agreement and Enforcement.**

A. This Settlement Agreement shall not become effective until the Court enters the proposed Consent Order attached hereto as Appendix A.

B. The School District agrees to withdraw its pending motion for unitary status and not to move for unitary status until it submits the reports required by paragraph V above for the 2005-06, 2006-07, and 2007-08 school years in a complete manner. The parties agree that the duties imposed upon them by this Settlement Agreement with respect to a specific area of this Settlement Agreement will end upon a declaration of this Court that the School District has achieved unitary status in that area. The parties further agree that all of the duties imposed upon them by this Settlement Agreement will end upon the School District being dismissed as a party to this action.

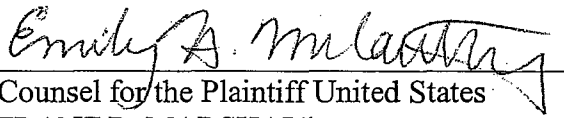
C. The United States shall have the right to seek judicial resolution of any non-compliance with this Settlement Agreement occurring during the pendency of this Settlement Agreement, by a motion to enforce this Settlement Agreement or by other means.

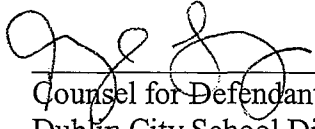
D. Upon the submission of all reports for the completed 2005-06, 2006-07, and 2007-08 school years required by this Settlement Agreement and the Consent Order in Appendix A, the parties anticipate that the School District will file a motion to be dismissed from this case, provided the District has fully and in good faith implemented all of the terms of this Settlement Agreement, the Consent Order in Appendix A, and all of the other orders in this case at that time. If the District has not submitted all of the reports required by this Consent Order and the Settlement Agreement in a complete and timely manner, the United States shall have six months of discovery regarding the District's motion for unitary status and the United States shall file any objection or objections that it may have regarding the District's motion within 60 days after the close of discovery. If the District has submitted all reports required by this Consent Order and

the Settlement Agreement in a complete and timely manner, the United States shall have: (1) 60 days to file any objection or objections that it may have regarding the District's motion for unitary status in the areas covered by this Consent Order and the Settlement Agreement; and (2) at least three months of discovery regarding student transfers and 30 days to file any objection or objections that it may have regarding student transfers after the close of discovery. The Court thereafter shall schedule any appropriate proceedings, make appropriate findings, and render appropriate orders with respect to the District's motion for unitary status in accordance with applicable law.

This 23 day of June, 2005.

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Assistant United States Attorney  
Chief, Civil Division  
Southern District of Georgia  
Georgia Bar No. 414320

  
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# APPENDIX A

**IN THE UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF GEORGIA  
DUBLIN DIVISION**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
and	)	
	)	
CHARLES RIDLEY, et al.,	)	Civil Action No. 3009
	)	
Plaintiff-Intervenor,	)	Judge Bowen
	)	
v.	)	
	)	
STATE OF GEORGIA <i>et al.</i> ,	)	
DUBLIN CITY SCHOOL DISTRICT, and	)	
LAURENS COUNTY SCHOOL DISTRICT	)	
	)	
Defendants.	)	
	)	

**CONSENT ORDER**

This case was filed in the United States District Court for the Northern Division of Georgia on August 1, 1969, by the United States against the State of Georgia and various school agencies and officials of the state. United States v. State of Georgia, et al., C.A. No. 12,792. On December 17, 1969, that Court entered orders to desegregate 81 public school districts located throughout the State of Georgia (the "1969 Order"). Pursuant to the 1969 Order, the Dublin City School District ("the District") submitted a desegregation plan that was approved on April 21, 1970. That Court entered an order on July 16, 1971 Order ("1971 Order") that required, inter alia, the District to submit a new plan. On February 22, 1972, that Court entered an order approving a new student assignment plan. On September 5, 1972, that Court added each individual school district as a party defendant and transferred jurisdiction over the District to this Court. In its February 14, 1974 Order, this Court kept the District on the active docket.



The District entered into a Consent Order with the United States, which was approved by this Court on May 19, 1978 (“1978 Order”). The 1978 Order reflected that the District had “agreed to eliminate the use of achievement tests as the sole basis for assigning students to classes by the beginning of the 1978-79 school year.” 1978 Order at 2. The 1978 Order required the District to “eliminate classroom segregation in the elementary schools and in the non-elective courses taught in the junior high school” and to “assign students to classes on the basis of any racially neutral method it considers educationally sound so that each section shall be composed of from 50% to 150% of the minority quotient for that grade level.” *Id.* at 3.

On April 15, 2004, the United States filed its Motion to Enforce Orders of July 16, 1971 and May 19, 1978, for Issuance of Rule to Show Cause and for Further Relief against the Dublin City School District and the Laurens County School District (“Motion to Enforce”). The Dublin City School District filed a motion for a declaration of unitary status and dismissal of the case on June 9, 2004. Both motions are pending before this Court. On June 21, 2004, the United States moved under Fed. R. Civ. P. 19(a) to join the Laurens County School District as a necessary party defendant to the desegregation case against the Dublin City School District. On July 16, 2004, pursuant to the instructions of this Court, the United States served a Supplemental Complaint on the Laurens County School District alleging that it was knowingly interfering with the 1971 Order by accepting transfers from the Dublin City School District that violated the 1971 Order.

In lieu of continuing to litigate the class assignment and other issues raised by the United States’s Motion to Enforce and the Dublin City School District’s motion for unitary status, the United States and the District have negotiated in good faith to resolve their differences except in the area of student transfers. As indicated by the signatures of counsel below, the United States

and the District have agreed to the terms of this Consent Order and the terms of a Settlement Agreement governing special education, gifted services, diploma tracks, and the recruitment, hiring, and transfer of administrators, faculty, and staff ("the Settlement Agreement"). On the basis of this Consent Order and the Settlement Agreement, the United States has agreed to withdraw, without prejudice, that part of its Motion to Enforce relating to the 1978 Order only, and the Dublin City School District has agreed to withdraw, without prejudice, its Motion for Declaration of Unitary Status and to Dismiss Defendant Dublin City School District for a period of three years, provided this Court approves this Consent Order. That part of the United States' Motion to Enforce relating to the Order of July 16, 1971 against the Dublin City School District and the Laurens County School District and the United States' Supplemental Complaint against the Laurens County School District are not resolved by this Consent Order and remain pending before this Court. The United States and the District believe that full and good faith compliance with the terms of this Consent Order, the Settlement Agreement, and the terms of the 1969 and 1971 Orders that are not affected by the proposed Consent Order over a three-year period will enable the District to establish the record needed for a declaration of unitary status except in the area of student transfers.

It is the opinion of the Court that the provisions of this Consent Order are fair, just, and reasonable and will satisfy the requirements of federal law. IT IS THEREFORE ORDERED that the Dublin City School District, together with its school board members, agents, officers, employees, successors, and all those in active concert or participation with them (collectively "the District"), are hereby directed to implement the provisions herein.

**I. Student Assignment To Classes**

By the beginning of the 2005-06 school year and until further order from this Court, the

District shall assign students to classes in grades K-12 in the following manner:

A. Consistent with this Consent Order, the District shall not segregate students in classes on the basis of race.

**B. K-5 Class Assignments.** Consistent with the District's existing Board Policy IEA adopted on February 10, 1997, the District shall implement Parallel Block Scheduling as the instructional delivery model in grade levels Kindergarten through 5 pursuant to the terms below. The Parallel Block Scheduling model establishes base and extension classes that are not identifiable by race or academic ability and small ability grouped reading classes.

1. **Base Classes K-5.** When assigning students to classes in grades Kindergarten through 5, the District first shall assign such students to base classes that are not identifiable by race as defined in paragraph I.D below or by academic ability as defined in this paragraph. Base classes shall consist of all classes in grades K-5 except for (a) the small ability grouped reading classes defined in paragraph I.B.2 below, (b) resource and self-contained special education classes, (c) Title I classes, (d) gifted classes, and (e) in-school suspension classes. To ensure that base classes in grades 1-5 are not identifiable by academic ability, the District shall take the following three steps. First, the District shall calculate a scaled score for each student in grades 1-5 that equally weights only the following: (1) one or more standardized, nationally recognized, or Georgia-mandated test scores in reading; (2) the prior school year final average in reading; and (3) the prior school year reading teacher's recommendation of high or low. Second, the District shall list its students in grades 1-5 by their scaled score in descending order from highest to lowest and shall divide this list of students in half. The top

half shall be the higher scoring students, and the bottom half shall be the lower scoring students. Third, the District shall assign approximately equal percentages of students from the top and bottom halves of the list to each base class in grades 1-5. To ensure that Kindergarten base classes are not identifiable by academic ability, the District shall assign approximately equal percentages of students with and without Pre-Kindergarten experience to each Kindergarten base class.

**2. Reading Classes K-5.** In grades 1-5, the District may divide students in a given base class into a small ability grouped high class and a low reading class but only for a period not to exceed ninety (90) minutes and provided such students are assigned to such classes on the sole basis of a scaled reading score. The scaled reading score shall equally weight only the following: (1) one or more standardized, nationally recognized, or Georgia-mandated test scores in reading; (2) the prior school year final average in reading; and (3) the recommended reading level (high or low) of the prior school year reading teacher. The reading scores on the standardized or criterion-referenced tests shall be no more than one (1) year old unless a student lacks such a score in which case the District may use a reading score on one of the standardized, nationally recognized, or Georgia mandated tests that is no more than two (2) years old. In Kindergarten, the District may divide students in a given base class into a small ability grouped high class and a low reading class but only for a period not to exceed forty-five (45) minutes and provided such students are not ability grouped for the first month of school and are grouped on the basis of the GKAP-R fall baseline scores.

**3. Extension Classes K-5.** Extension classes in grades K-5 cover the subjects of science, social studies, and health. The District shall assign students in grades K-5 to extension classes that are not identifiable by race as defined in paragraph I.D below or by academic ability as defined in this paragraph. To ensure that extension classes are not identifiable by academic ability, each extension class shall consist of one base teacher's small low level reading section and another base teacher's small high level reading section. If a base class is permissibly racially identifiable under the terms of paragraph I.D below, the District shall ensure that students in that racially identifiable base class are assigned to their extension classes with students from a non-racially identifiable base class so as to minimize the amount of time that such students spend in racially identifiable classes. The District also shall assign such students to a recess period with base classes that are not racially identifiable as defined in paragraph I.D below.

**C. Classes in Grades 6-8.**

1. Paragraph I.C.2 below does not apply to the following classes in grades 6-8: (a) a math class, (b) a resource or self-contained special education class, (c) a Title I class, (d) a gifted class, or (e) an in-school suspension class.

2. When assigning students to classes in grades 6-8, the District first shall assign students to all classes other than those in paragraph I.C.1. All classes in grades 6-8 except those in paragraph I.C.1 above shall not be identifiable by race as defined in paragraph I.D below or by academic ability as defined in this paragraph. To ensure that grade 6-8 classes are not identifiable by academic ability, the District shall take the following three steps. First, the District shall

calculate a scaled score for each student in grades 6-8 that equally weights only the following: (1) one or more standardized, nationally recognized, or Georgia-mandated test scores in reading; (2) the prior school year final average in reading; and (3) the prior school year reading teacher's recommendation of high or low if the District chooses to use such recommendations. Second, the District shall list its students in grades 6-8 by their scaled scores in descending order from highest to lowest and shall divide this list of students in half. The top half shall be the higher scoring students, and the bottom half shall be the lower scoring students. Third, the District shall assign approximately equal percentages of students from the top and bottom halves of the list to each grade 6-8 class.

3. The District may assign students in grade 6-8 to high or low ability grouped math classes provided the students are assigned to such classes solely on the basis of a scaled score that equally weights: (1) one or more standardized, nationally recognized, or Georgia-mandated test scores in math, (2) the prior school year final average in math, and (3) the prior school year math teacher's recommendation.

**D. Racially Identifiable Classes.** Base classes, extension classes, and classes in grades 6-8 other than those identified in paragraph I.C.1 above are "racially identifiable" if their percentage of students in the numerical racial minority is not within plus or minus fifteen (15) percentage points of the percentage of students in the numerical racial minority for that grade level in that school. Racially identifiable base classes, extension classes, and classes in grades 6-8 other than those identified in paragraph I.C.1 above that are single race are prohibited; however, if evenly assigning the students in the numerical racial minority to the base classes in

grades K-5 and to the classes in grades 6-8 other than those identified in paragraph I.C.1 above would create one or more classes whose percentage of students in the numerical racial minority would be less than 25% in a class of fewer than 25 students or less than 20% in a class of 25 or more students, the District may have a single race base class in grades K-5 or a single race class in grades 6-8 other than those identified in paragraph I.C.1 above only to the extent necessary to have all other such classes approach but not exceed (a) 25% of the minority race for that grade level in a class of fewer than 25 students or (b) 20% of the minority race for that grade level in a class of 25 or more students. For example, if first grade has 10 base classes of 20 students each and 200 first grade students of whom 20% white, two base class could be single race provided the racial composition of the other 8 classes approached but did not exceed 25% white. Special education, Title I, gifted, or Early Intervention Program students who attend regular education classes shall be counted when determining whether a class is identifiable by race as defined herein. Students of races other than black or white shall be counted as "others," shall not be included in the number of black or white students in a given class when determining if it is identifiable by race, and shall not be considered when determining if a class is racially identifiable other than to calculate the total number of students in the class, which is a figure needed to determine the percentages of white and black students in the class.

**E. Parent Requests.** Parent requests may be granted only in grades K-5, only prior to the start of the school year, and only if granting such requests does not render the class at issue identifiable by race as defined by paragraph I.D above or by academic ability as defined in paragraph I.B.1.

**F. Class Assignments of Students Who Lack a Scaled Score.** If one or more of the factors used to calculate the scaled reading scores and scaled math scores referenced above is

unavailable for a given student, the District shall seek to obtain such factors for the student and to use as many of the factors that are available as the basis for assigning the student to a base class. The District shall complete the form in Appendix A for any 1-8 student assigned to a class on the basis of criteria other than the scaled score.

**G. Class Assignments After the Start of the School Year.** The principal shall assign students who enroll after the start of the school year consistent with the terms above so that the base classes in grades K-5 and the classes other than those identified in paragraph I.C.1 above in grades 6-8 to which the new student is assigned are not identifiable by race as defined in paragraph I.D above or by academic ability as defined by paragraphs I.B and I.C above. After the start of the school year, the principal may change a student's assignment to a class provided (1) the change is recommended in writing by the Student Support Team; (2) the initial class and the new class are not racially identifiable as defined in paragraph I.D above; and (3) the principal documents the basis for the change in writing and includes documentation of any such changes in each Report II, which is due July 1.

**H. Assignments to Classes Exempted from Paragraph I.D Above.** Race shall not be a factor in assigning students to the following classes: (a) the small ability grouped reading classes defined in paragraph I.B.2 above, (b) the ability grouped math classes defined in paragraph I.C.3 above, (d) resource and self-contained special education classes, (e) Title I classes, (f) gifted classes, and (g) in-school suspension classes.

## **II. Extracurricular Activities**

A. The District shall not discriminate on the basis of race, color, ethnicity or national origin with respect to any student's participation in any extracurricular activity. The District shall not permit any race-based selection of students for participation or recognition in any extra-



curricular activity or school-sponsored event or media, such as a homecoming court, prom king and queen, student superlatives, student government, or school yearbook.

B. The District shall ensure that uniforms for extracurricular activities and graduation attire shall bear the official colors of the desegregated school system, which are green and gold, will not bear solely the colors of green and white, which were the official colors of the former all white school system, and will not bear solely the colors of gold and white, which were the official colors of the former all black school system.

### **III. Transportation**

The District shall not discriminate on the basis of race, color, ethnicity, religion, sex or national origin in the provision of any transportation services. If the District contracts with a private party for the provision of transportation services, the District shall not permit the private party to discriminate on the basis of race, color, ethnicity, religion, sex, or national origin in the provision of any of the services that the private party provides.

### **IV. Student Assignment to Schools**

Unless otherwise approved by Order of this Court, the School District will maintain the student assignment plan approved by the School Board on May 5, 2003, which assigns all pre-Kindergarten students to Hillcrest Elementary, all Kindergarten through first grade students to Susie Dasher Elementary, all second and third grade students to Saxon Heights Elementary, all fourth and fifth grade students to Moore Street Elementary, all sixth, seventh, and eighth students to the Dublin City Middle School, and all ninth, tenth, eleventh, and twelfth grade students to the Dublin City High School.

**V. Reporting Requirements**

The superintendent shall file with the Court with service to counsel for the United States a signed and sworn statement attesting to the completeness and accuracy of each Report I and Report II required by this Consent Order.

**A. Report I.** Within a week of the first day of school for each academic year, the District shall file with the Court with service to counsel for the United States a report based on the most current data available for that school year that includes the information for subparagraphs 1 through 8 below.

1. the number and percentage of students by race for each grade level on a day within the first week of school;
2. for each school, the number and percentage of the students by race in each non-ability grouped class in grade levels K-8, including the subject, grade level, and teacher of the class, on the same day within the first week of school provided in paragraph V.A.1 above;
3. for each school, the number and percentage of students by race in each ability grouped reading class in grades K-5 and each ability grouped math class in grades 6-8, noting the subject, level (high or low), grade level, and teacher of the class, on the same day within the first week of school provided in paragraph V.A.1 above;
4. for each school, electronic spreadsheets reflecting all grade 1-5 students' (a) names; (b) grade levels; (c) race; (d) identification numbers; (e) scaled scores in reading; (f) the levels (high or low) of reading to which the students were assigned based on their scaled scores; (g) the following factors which are to be equally weighted in the scaled reading score: (1) one or more standardized, nationally recognized, or Georgia-mandated test

scores in reading; (2) prior school year final average in reading; and (3) prior school year reading teacher's recommendation; and (h) homeroom teachers;

5. electronic spreadsheets reflecting all Kindergarten students' (a) names; (b) grade levels; (c) race; (d) identification numbers; (e) fall baseline GKAP-R scores; (f) levels (high or low) of reading to which the students were assigned based on their fall baseline GKAP-R scores; (g) homeroom teachers; and (h) pre-Kindergarten experience, if any;

6. for each school, electronic spreadsheets reflecting all grade 6-8 students' (a) names; (b) grade levels; (c) race; (d) identification numbers; (e) scaled scores in math; (f) the level (high or low) of math to which the student was assigned based on the scaled score; (g) the following factors which are to be equally weighted in the scaled math score: (1) one or more standardized, nationally recognized, or Georgia-mandated test scores in math, (2) prior school year final average in math, and (3) prior school year math teacher's recommendation (high or low); (h) scaled reading scores used to assign students to classes other than math; (i) the following factors which are to be equally weighted in the scaled reading score: (1) one or more standardized, nationally recognized, or Georgia-mandated test scores in reading, (2) prior school year final average in reading, and (3) prior school year reading teacher's recommendation (high or low) if this was used; and (j) homeroom teachers;

7. for each school, completed versions of the form in Appendix A for any 1-8 student who was assigned to a class on the basis of criteria other than the scaled score, noting the student's name, race, and grade level and the teacher, subject, and level (none, high, or low) of the class as well as all criteria used to assign the student to each class; and

8. copies of all parents' requests for a particular teacher or the assignment of their child with up to two (2) friends, noting whether each request was granted or denied; the name of the teacher to whom the child was assigned; the name of the friend(s), if any, with whom the child was assigned; and the reason for granting or denying each request.

**B. Report II.** By July 1 of each year, the Dublin City School District shall file a report with the Court with service to counsel for the United States that provides the following information for the prior school year based on end-of-the-school-year data. To the extent this information is contained in any other report prepared by the District, such reports may be submitted provided they include all of the information requested below or any missing information is also provided.

1. the number and percentage of students by race for each grade level on the last day of school;
2. for each school, the number and percentage of the K-8 students by race assigned to each homeroom class on the last day of the school, including the subject, grade, and teacher of each homeroom class;
3. for each school, the number and percentage of students by race assigned to each ability grouped reading class in grades K-5 and each ability grouped math class in grades 6-8 on the last day of school, noting the subject, level (high or low), grade level, and teacher of the class;
4. for each school, completed versions of the form in Appendix A for any 1-8 student who was assigned to a class on the basis of criteria other than the scaled score, noting the student's name, race, and grade level and the teacher, subject, and level (none, high, or low) of the class as well as all criteria used to assign the student to each class;

5. for each school, the number of students by race who moved during the school year from the level initially assigned to a new level, noting the prior level, the new level, the date of movement, and the basis for the change in ability level; documentation of any changes in assignments to non-ability grouped classes also should be included, as required by paragraph I.G above;
6. a copy of each school's yearbook, which will be returned to the District at a later date;
7. the name, race, and title (e.g., homecoming queen) of each student elected to the homecoming court, and a copy of the ballot used for the homecoming elections;
8. the name and race of each student who (a) tried out for a cheerleading team and (b) made the team, and the results of the judges for the cheerleading tryouts;
9. the number of students by race who participated in each extracurricular activity in the prior school year, and the name and race of the coach or sponsor of each activity;
10. the number of students by race assigned to each school bus for the regular school day and for after-school activities; and
11. the number of students by race, grade level, and sending school who transferred into the District, and the number of students by grade, grade level, and receiving school who transferred out of the District.

**VI. Retention of Records**

The District shall retain all records required by this Consent Order and the Settlement Agreement and all records that establish the information reported under this Consent Order and the Settlement Agreement regarding the following areas of operations until the particular area has been dismissed from this case: student assignments to classes, student assignments to schools, interdistrict transfers, transfers of student records, intradistrict transfers, extracurricular

activities, facilities, transportation, special education services, gifted services, advanced courses and diploma tracks, discipline, and the assignment, recruitment, hiring, and transfer of administrators, faculty, and staff. By the beginning of each school year, the District shall notify all of its employees in writing of the record retention requirement stated in this paragraph.

## **VII. Dismissal of Motions**

That part of the United States's Motion to Enforce Orders of July 16, 1971 and May 19, 1978, for Issuance of Rule to Show Cause and for Further Relief relating to the 1978 Order only is hereby DISMISSED WITHOUT PREJUDICE. The Defendant's Motion for Declaration of Unitary Status and to Dismiss Defendant Dublin City School District is also DISMISSED WITHOUT PREJUDICE. That part of the United States' Motion to Enforce Orders of July 16, 1971 and May 19, 1978, for Issuance of Rule to Show Cause and for Further Relief against both the Dublin City School District and the Laurens County School District relating to the interdistrict transfer provision of the July 16, 1971 Order, and the United States' Supplemental Complaint against the Laurens County School District filed on July 16, 2004, are not resolved by this Consent Order and shall remain pending before this Court.

## **VIII. Review and Termination**

A. The United States shall have the right to seek judicial resolution of any non-compliance with this Consent Order and any other of the District's desegregation obligations in this case, by motion or other appropriate means.

B. Upon the submission of all Reports I and II for the completed 2005-06, 2006-07, and 2007-08 school years required by this Consent Order and all of the reports required by the Settlement Agreement between the United States and the District, the parties expect that the District will file a motion for a declaration of unitary status and dismissal of this case, provided

the District has fully and in good faith implemented all of the terms of this Consent Order, the Settlement Agreement, and all of the other orders in this case at that time. If the District has not submitted all of the reports required by this Consent Order and the Settlement Agreement in a complete and timely manner, the United States shall have six months of discovery regarding the District's motion for unitary status and shall file any objection or objections that it may have regarding the District's motion within 60 days after the close of discovery. If the District has submitted all reports required by this Consent Order and the Settlement Agreement in a complete and timely manner, the United States shall have: (1) 60 days to file any objection or objections that it may have regarding the District's motion for unitary status in the areas covered by this Consent Order and the Settlement Agreement; and (2) at least three months of discovery regarding student transfers and 30 days to file any objection or objections that it may have regarding student transfers after the close of discovery. The Court thereafter shall schedule any appropriate proceedings, make appropriate findings, and render appropriate orders with respect to the District's motion for unitary status in accordance with applicable law.

**IX. Prior Orders**

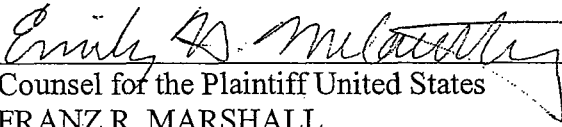
This Consent Order supersedes the obligations of the Dublin City School District imposed by the Order of May 19, 1978. All other orders in this case remain in full force and effect.

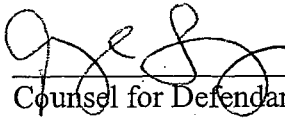
SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

Signatures of Counsel on Following Page

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## Appendix B

### **DUBLIN CITY SCHOOLS HIRING PROCEDURES**

The following procedures shall be followed in the employment of personnel.

1. All applications shall be received, reviewed, and maintained in the Superintendent's Office.

2. Applicants are not to contact principals for an interview. Within a week of receiving an application, the Superintendent or his/her designee shall enter into an electronic database the applicant's: name, address, certification field, college or university, and date of application. The information shall be maintained in the database for three (3) years after the date of the application unless an applicant asks to have his/her name removed from the database. At the end of the three-year period, the District shall contact the applicant to see if they wish to update their application or be removed from the database. The district shall make a record of such contact and its outcome (e.g., no response, asked to be deleted, submitted updated application). If the applicant does not respond, his/her name will be deleted from the database.

3. When a specific or anticipated vacancy occurs at the school level, the principal will notify the Superintendent's Office. Upon request, the Superintendent or his/her designee shall make the electronic applicant database available for inspection to the assistant superintendent, school board members, the principals, and the teachers serving on an interview committee at a school. The Superintendent or his/her designee also shall make available for inspection to these same individuals upon request the hard copy applications and the list of employees who have a transfer request on file for the vacant position.

4. The Superintendent or his/her designee will check existing applications on file and the database, including the list of existing employees who have a transfer request on file for the vacant position, to identify applicants who have the certification required for the vacant

position. If less than five (5) applications that have been submitted or renewed within one year are on file, an advertisement announcing the vacant position shall be placed as follows: (a) in each of the District's schools; (b) in local newspapers, including *The Courier Herald*, *the Macon Telegraph*, *the Atlanta Daily World*, and *the Savannah Morning News*; (c) with Georgia Colleges and Universities, including the University of Georgia, Georgia College and State University, Albany State University, Valdosta State College, Columbus State College, Brewton-Parker College, Ft. Valley State College, Georgia Southwestern University, Mercer University/Macon, Wesleyan College, Clark Atlanta University, Georgia State University, Morris Brown College, Spelman College, and Armstrong-Atlantic State University; and (d) with the Georgia Department of Education, including a posting on its website.

5. After the vacancy has been advertised as specified above for fourteen (14) days, the Superintendent, the assistant superintendent, and/or the principal shall review the applications on file and in the database as well as the list of employees who have a transfer request on file for the vacant position. All individuals in the database who qualify for vacancies based on their certification field shall be screened for that vacancy and shall be contacted for an interview if the application merits such contact. If the District decides not to interview a given applicant, the District shall give the reason on the screening form in Appendix D. Unless paragraph 6 below applies, neither existing employees who have requested a transfer nor new applicants may be interviewed or selected for a position until the 14-day advertisement period has expired, and all existing employees and new applicants shall be considered in the same pool for the vacancy.

6. Emergencies might arise that make it impossible for the District to hold a faculty, staff or administrative vacancy open for the minimum fourteen (14) days. When such circumstances arise, the District shall do the following: send out vacancy notices within one

working day of learning of the emergency; allow the maximum amount of time practicable before filling the position; and contemporaneously cause a report of the circumstances for the emergency hire to be delivered to the United States.

7. Persons hired under emergency situations shall be nonrenewed as of course at the end of the school year, but shall be considered for reemployment with other applicants for the following school year. The parties agree that under no circumstances shall an emergency hire gain an advantage over other applicants by virtue of the emergency employment.

8. The District shall contact all applicants who have been selected for interviews and shall record its contact with such applicants, including if the applicant declined to respond or be interviewed, on the screening form in Appendix D. The selected applicants will be interviewed by the Superintendent, the assistant superintendent, the principal and/or the teacher interview committee at the school level where the vacant position exists. At least five (5) applicants for any position are to be interviewed unless there are fewer than five (5) applicants available. If this requirement cannot be met, authorization by the Superintendent or assistant superintendent to accept less than five (5) applicants must be sought and provided in writing if warranted under the circumstances.

9. After the interviews are completed, the principal, assistant superintendent, or Superintendent shall recommend a selection on the Personnel Recommendation Form and submit the form to the Superintendent for review. If the Superintendent is satisfied that the procedures outlined herein have been followed, the Superintendent or assistant superintendent shall present the form to the Dublin City Board of Education at its next scheduled meeting. The Superintendent will check the appropriate box on the form to indicate whether the Board voted to approve or reject the recommendation.

## Appendix C

### DUBLIN CITY SCHOOLS PERSONNEL RECRUITMENT PROCEDURES

1. The Superintendent shall identify all Georgia colleges and universities that offer a teacher education program, including historically black colleges and universities, and shall request information from each such college and university on recruiting graduates for teaching positions.
2. A list of the colleges and universities identified pursuant to paragraph 1, above, along with each such college and university's address, contact information and dates for recruiting visits shall be maintained in the central office and updated on a yearly basis.
3. The recruitment schedule shall be shared with all administrative staff for them to select a location at which they would like to represent the Dublin City School District and to recruit applicants. The District shall send recruiters to historically black colleges and universities.
4. Once the tentative recruitment schedule that includes the District representative for each site is completed, the final schedule shall be sent to the United States Department of Justice by February 1 of each year.
5. At each recruitment fair, the District shall record on the recruitment log: the name, address, telephone number, email address, certification, and job titles of interest from each individual who expresses an interest in working for the District. The District shall provide such individuals with an application marked "recruitment fair."
6. The District shall send a letter to all individuals on the recruitment log encouraging them to apply, notifying them of any vacant position(s) in the area of interest noted on the recruitment log, and identifying the application deadline for such vacant position(s). The District shall maintain a record of all such letters for a period of three (3) years. The District shall make such records available for inspection by the United States upon reasonable request and notice.

