

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

THERESA D. THOMAS, et al.,
Plaintiffs

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UNITED STATES OF AMERICA,
Plaintiff-Intervenor

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CIVIL ACTION NO. 6:65-cv-11314

v.

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**ST. MARTIN PARISH SCHOOL
DISTRICT, et al.,**
Defendants

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JUDGE ELIZABETH E. FOOTE

SUPERSEDING CONSENT ORDER

I. INTRODUCTION

Plaintiffs, Tracie Borel and Genevieve Dartez, and Plaintiff-Intervenor, United States of America (“United States”), (collectively, “Plaintiff Parties”) and Defendant, St. Martin Parish School Board (the “Board”), respectfully submit this Superseding Consent Order, which supersedes all existing orders entered in this case, sets forth the general injunction governing the desegregation obligations of the Board, and consolidates all of the operative desegregation orders in this case. The parties agree that entry of this Superseding Consent Order, without further litigation, is in the public interest and, if fully and appropriately implemented, will facilitate both the Board’s fulfillment of its affirmative desegregation obligations and the termination of judicial supervision.

The Court has reviewed the terms of this Superseding Consent Order and concludes that entry of the Superseding Consent Order is consistent with the Fourteenth Amendment to the United States Constitution and other applicable federal law, and that such entry will further the orderly desegregation of the St. Martin Parish School System (the “District”).

Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II. OVERVIEW

This school desegregation case was filed in 1965, and since that time, the Court has entered numerous desegregation orders. The first three were entered in 1969 (Record Document 25-3), 1971 (Record Document 25-5), and 1974 (Record Document 25-10). More recently, the parties achieved unitary status in the area of extracurricular activities (Record Document 157), and also entered into consent orders in the following specific areas on the following days:

- Facilities, Faculty Assignment and Staff Assignment: December 28, 2015 (Record Document 166)

- Student Assignment: January 25, 2016 (Record Document 178)
- Quality of Education: February 3, 2016 (Record Document 193)
- Transportation: February 4, 2016 (Record Document 194)

In order to collect in one document all of the Board's outstanding desegregation obligations, and to eliminate any ambiguity created by multiple outstanding orders, the Court instructed the parties to draft this Superseding Consent Order. (Record Document 204). Each of the area-specific orders is attached to this order and referenced below, and three of the four contain language stating that "All prior orders not inconsistent herewith remain in full force and effect." (Record Document 178, p. 26; Record Document 193, p. 27; Record Document 194, p. 10). In light of the agreement set forth here, this language is hereby declared null and void in all previous consent orders in this case in which it appears. By its signature, this Court does adopt this Superseding Consent Order and its attachments as the only consent order in full force and effect at this time.

This Superseding Consent Order that follows reflects the District's obligations under the United States Constitution and Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.*, to provide educational programs and services without discriminating on the basis of race and in a manner that does not perpetuate or further racial segregation and sets forth the remedial measures to be taken by the Board to eliminate, to the extent practicable, the vestiges of the former segregated system in the District.

The parties agree to the terms of this Superseding Consent Order to resolve the Plaintiff Parties' outstanding desegregation concerns in this case. The parties anticipate that full compliance with this Superseding Consent Order will support a finding that the District has complied with both

the letter and spirit of the orders and desegregation law, and that the vestiges of past discrimination have been eliminated to the extent practicable. *See Freeman v. Pitts*, 503 U.S. 467, 485 (1992).

This Superseding Consent Order shall at all times be binding upon the District, including the successor members of the Board and successor District superintendents.

III. GENERAL REQUIREMENTS

The Board is permanently enjoined from operating a dual public school system which segregates students on the basis of race and from adopting any racially discriminatory regulatory policies or practices, or performing any acts in the areas of student assignment, facilities, faculty assignment, staff assignment, transportation, and/or quality of education which is adverse to its desegregation obligations under federal law. As set out more particularly in this Superseding Consent Order, including the Attachments hereto, the Board shall take affirmative action to disestablish all, if any, remaining vestiges of the former *de jure* segregated system and to eliminate all, if any, remaining effects of that prior dual school system to the extent practicable.

In furtherance of its good faith intentions, the Board will take appropriate action, consistent with its policies and procedures governing student and employee discipline and/or applicable federal law, to protect the ability of students and employees to exercise their rights under or otherwise affected by this Superseding Consent Order and the incorporated consent orders and attachments. In addition, the Board will take appropriate action, consistent with its policies and procedures governing student and employee discipline and/or applicable federal law, with regard to any student or employee who interferes with the proper implementation of the desegregation obligations set forth in this Superseding Consent Order and in the incorporated consent orders and attachments. Such interference may consist of harassment, intimidation, threats, hostile words or acts, or other actions

prohibited by the relevant codes of conduct and/or applicable federal law which are intended to disrupt or otherwise adversely affect the Board's compliance with the terms of the subject orders.

IV. AGREED REMEDIAL MEASURES

A. Student Assignment

Attachment A, which was initially entered into the record as the Consent Order Regarding Student Assignment, Record Document 178, sets forth provisions that govern student assignment. This Superseding Consent Order incorporates by reference and adopts Attachment A as though it had been set forth fully herein. Notwithstanding the consent order(s) set forth herein and the provisions governing student assignment set forth in Attachment A, the parties agree to and the Court approves the following additional terms:

1. For the 2016-2017 school year, high school seniors may remain at the school that they were assigned to at the end of the 2015-2016 school year; and
2. Any student granted a majority-to-minority transfer shall be immediately eligible for athletic participation at the receiving school notwithstanding any state association or other rule on residency or transfer to the contrary.

B. Facilities

Attachment B, which was initially entered into the record as the Consent Order Regarding Facilities, Faculty Assignment, and Staff Assignment, Record Document 166, sets forth the specific provisions that, in addition to the consent order(s) set forth herein, govern facilities. This Superseding Consent Order incorporates by reference and adopts Attachment B as though it had been set forth fully herein.

C. Faculty and Staff Assignment

Attachment B, which (as noted above) was initially entered into the record as the Consent Order Regarding Facilities, Faculty Assignment, and Staff Assignment, Record Document 166, sets forth provisions that, in addition to the order(s) set forth herein, govern faculty and staff assignment. This Superseding Consent Order incorporates by reference and adopts Attachment B as though it had been set forth fully herein. Notwithstanding the injunction set forth herein or the provisions governing faculty and staff assignment set forth in Attachment B, the Parties agree to the following additional terms:

1. The Board shall assign faculty and staff at any given school such that the assignments do not indicate that the school is intended for one race.
2. The Board shall hire, assign, promote, pay, demote, dismiss, and otherwise treat both teachers and other staff who work directly with children as well as professional staff without regard to race, color, or national origin.

D. Transportation

Attachment C, which was initially entered into the record as the Consent Order Regarding Transportation, Record Document 194, sets forth provisions that, in addition to the order(s) set forth herein, govern transportation. This Superseding Consent Order incorporates by reference and adopts Attachment C as though it had been set forth fully herein.

E. Quality of Education

Attachment D, which as initially entered into the record as the Consent Order Regarding Quality of Education, Record Document 193, sets forth provisions that, in addition to the order(s)

set forth herein, govern quality of education. This Superseding Consent Order incorporates by reference and adopts Attachment D as though it had been set forth fully herein.

V. TERMINATION OF JUDICIAL SUPERVISION

The parties agree that full compliance with the order(s) herein, including the consent order(s) set forth in Attachments A, B, C, and D, will support a finding that the District has complied with both the letter and the spirit of the orders governing this matter as they pertain to the vestiges of segregation in the District and that the vestiges of segregation have been eliminated to the extent practicable.¹ The District may move for unitary status and dismissal of the case and/or the Plaintiffs Parties may move for further relief or to enforce the Superseding Consent Order subject to the order(s) and provisions set forth herein and in Attachments A, B, C, and D.²

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this 16th day of November, 2016.



ELIZABETH ERNY FOOTE
UNITED STATES DISTRICT JUDGE

¹ See *Freeman v. Pitts*, 503 U.S. 467, 485 (1992).

² *Green v. Sch. Bd. of New Kent Cnty.*, 391 U.S. 430, 439 (1968) (“[W]hatever plan is adopted will require evaluation in practice, and the court should retain jurisdiction until it is clear that state-imposed segregation has been completely removed.”).

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ATTACHMENT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

THERESA D. THOMAS, et al.,
Plaintiffs

UNITED STATES OF AMERICA,
Plaintiff-Intervenor

vs.

ST. MARTIN PARISH SCHOOL
DISTRICT, et al.,
Defendants

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CIVIL ACTION NO. 6:65-cv-11314

JUDGE ELIZABETH E. FOOTE

CONSENT ORDER
REGARDING STUDENT ASSIGNMENT

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I. INTRODUCTION

Plaintiffs, Tracie Borel and Genevieve Dartez, and Plaintiff-Intervenor, United States of America (“United States”), (collectively, “Plaintiff Parties”) and Defendant, St. Martin Parish School Board (the “District”), respectfully submit this Consent Order Regarding Student Assignment, which clarifies the remaining issues regarding the District’s fulfillment of its affirmative desegregation obligations in the area of student assignment. The parties agree that entry of this Consent Order, without further litigation, is in the public interest and, if fully and appropriately implemented, will facilitate both the District’s fulfillment of its affirmative desegregation obligations in the area of student assignment and the termination of judicial supervision regarding student assignment.

Relying on the parties’ representations and the expert reports and testimony, the Court finds that this Consent Order is a good faith effort towards desegregation. However, the mere fulfillment of the terms of the Consent Order shall not bind the Court to make a finding of unitary status. Upon motion by a party at the appropriate time, the Court will make a factual and legal determination as to whether the vestiges of segregation have been eliminated to the extent practicable or whether further relief is necessary. This reservation by the Court is necessary because the impact of some of the Consent Order’s provisions will not be known until they are put into effect, such as the change of attendance zone boundaries and the increased encouragement and facilitation of majority-to-minority (“M-to-M”) transfers.¹

This Court has reviewed the terms of this Consent Order and concludes that entry of the Consent Order is consistent with the Fourteenth Amendment to the United States Constitution and other applicable federal law, and that such entry will further the orderly desegregation of the District.

¹ *Green v. Sch. Bd. of New Kent Cnty.*, 391 U.S. 430, 439 (1968) (“[W]hatever plan is adopted will require evaluation in practice, and the court should retain jurisdiction until it is clear that state-imposed segregation has been completely removed.”).

Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II. OVERVIEW AND GENERAL REQUIREMENTS

This Consent Order reflects the District's obligations under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.*, to provide educational programs and services without discriminating on the basis of race and in a manner that does not perpetuate or further the racial segregation of students.

The parties agree to the terms of this Consent Order to resolve the Plaintiff Parties' outstanding concerns regarding student assignment. The parties anticipate that full compliance with this Consent Order will help support a finding that the District has complied with both the letter and spirit of the orders governing student assignment, and that the vestiges of past discrimination in the area of student assignment have been eliminated to the extent practicable. *See Freeman v. Pitts*, 503 U.S. 467, 485 (1992).

This Consent Order shall at all times be binding upon the District, including the successor members of the District's school board and successor District superintendents.

III. PROCEDURAL HISTORY

On August 17, 1965, Private Plaintiffs sued the District, alleging that the District operated a racially segregated school district in violation of the Fourteenth Amendment to the United States Constitution. *Thomas v. St. Martin Parish Sch. Bd.*, 245 F. Supp. 601, 601 (W.D. La. 1965). On May 28, 1969, the United States Court of Appeals for the Fifth Circuit, following the Supreme Court's decision in *Green v. School Board of New Kent County*, 391 U.S. 430 (1968), invalidated the District's "freedom of choice" desegregation plan in *Hall v. St. Helena School Board*, 417 F.2d 801 (5th Cir. 1969).

On August 8, 1969, the Court approved the District's new desegregation plan as modified (the "1969 Desegregation Decree"), which, *inter alia*, authorized M-to-M transfers and established five neighborhood-based attendance zones – St. Martinville, Parks, Breaux Bridge,

Cecilia, and Catahoula. ECF No. 25-3 at 20-24. *See* ECF No. 25-3 at 9, 12; ECF No. 25-4 at 45-46. On December 20, 1974, the Court entered a decree purporting to dissolve the 1969 Desegregation Decree (the “1974 Desegregation Decree”). *See* ECF No. 25-10 at 2-4. On April 20, 2010, this Court issued a Minute Entry stating that “it appeared that the Court had been divested of jurisdiction on December 21, 1976” and “invited the parties to oppose this reading of the Docket.” Mem. Order, *Thomas v. St. Martin Parish Sch. Bd.*, No. 65-11314, ECF No. 58 at 3 (W.D. La. July 12, 2012).

After briefing by the parties, on July 12, 2012, the Court held that this case remained open because the 1974 Desegregation Decree had not dissolved the 1969 Desegregation Decree or terminated the case. Mem. Order, *Thomas v. St. Martin Parish Sch. Bd.*, No. 65-11314, ECF No. 58 at 31 (W.D. La. July 12, 2012). On June 24, 2014, the Court of Appeals for the Fifth Circuit affirmed the District Court’s July 12, 2012 decision. *Thomas v. Sch. Bd. St. Martin Parish*, 756 F.3d 380, 387 (5th Cir. 2014).

On January 19, 2016, the Court conducted a hearing as to the terms of this Consent Order and received evidence in the form of testimony and reports of experts presented by the Board and the Plaintiffs. On January 20, 2016, the Court toured several of the schools that would be impacted by this Consent Order. Upon review of the evidence received and in consideration of the consent of the parties, the Court finds that the Consent Order should be approved, as follows.

IV. FACTS

The District’s current student assignment plan assigns students by geographically designated attendance zones to a total of sixteen (16) schools, with all but Stephenville being in feeder patterns within four (4) attendance zones as follows:

<u>Breaux Bridge Zone</u>	<u>Parks Zone</u>	<u>St. Martinville Zone</u>	<u>Cecilia Zone</u>
Breaux Bridge High (9-12)		St. Martinville High (9-12)	Cecilia High (9-12)
Breaux Bridge Junior (6-8)	Parks Middle (5-8) ²	St. Martinville Junior (6-8)	Cecilia Middle (6-8)
Breaux Bridge Elem. (3-5)	Parks Primary (PK-4)	St. Martinville Primary (3-5)	Teche Elementary (3-5)
Breaux Bridge Primary (PK-2)		Early Learning Center (PK-2)	Cecilia Primary (PK-2)
		Catahoula Elementary (PK-8)	

Stephensville Elementary School serves grades PK-8 with students in grades 9-12 attending Morgan City High School in neighboring St. Mary Parish.

During the 1968-1969 school year, 56% of the students in the District were White, while 44% were Black. ECF No. 25-3 at 9-11. That year, all of the students, faculty, and staff at Catahoula Elementary were White. ECF No. 25-3 at 9, 11-12. Catahoula was a White school during *de jure* segregation and has continued to be a virtually all-White school ever since. ECF No. 25-3 at 14-18; ECF No. 150 at 5.

Currently, the District serves approximately 8,422 students in grades PK-12, of whom about 51% are White and 46% are Black. Pursuant to current District policy, all students must attend school in the attendance zone where they reside unless they qualify for and are granted a valid transfer to another attendance zone.³ The District’s official October 1, 2015 report shows the racial makeup of the student enrollment at each school based on the “actual enrollment” as of that date. The actual enrollment figures account for all students attending the school, including those students who live in the residential attendance zone and those who have transferred into that zone.⁴

Based on the October 1, 2015 actual enrollment data, the racial makeup of the student enrollments by school and grade level are:

² The students who are assigned to the Parks attendance zone for grades PK-8 currently move to either Breaux Bridge or St. Martinville for high school according to a geographical zone for those grades.

³ Exhibit 2 (Student Transfer and Residency Policies).

⁴ Exhibit 3 (Student Enrollment as of October 1, 2015).

Table 1: Actual Enrollment as of Oct. 1, 2015

*deviations from the +/-15% desegregation standard described below in Section VI.A are highlighted in yellow and in italics

School (Grades Served)	White	Black	Other	Total
<i>Breaux Bridge Primary (PK-2)</i>	196 (34%)	<i>382 (66%)</i>	5 (1%)	583
<i>Breaux Bridge Elementary (3-5)</i>	137 (31%)	<i>294 (67%)</i>	5 (1%)	436
<i>Catahoula Elementary (PK-8)</i>	216 (92%)	<i>16 (7%)</i>	4 (2%)	236
<i>Early Learning Center (PK-1)</i>	118 (30%)	<i>268 (67%)</i>	12 (3%)	398
<i>Parks Primary (PK-4)</i>	398 (72%)	<i>142 (26%)</i>	12 (2%)	552
<i>Cecilia Primary (PK-2)</i>	488 (62%)	258 (33%)	42 (5%)	788
<i>St. Martinville Primary (2-5)</i>	159 (26%)	<i>431 (71%)</i>	18 (3%)	608
<i>Stephensville Elementary (PK-8)</i>	129 (97%)	<i>2 (1.5%)</i>	2 (1.5%)	133
<i>Teche Elementary (3-5)</i>	347 (67%)	187 (34%)	25 (5%)	559
<i>Elementary School Totals</i>	<i>2188 (51%)</i>	<i>1980 (46%)</i>	<i>125 (3%)</i>	4293
<i>Breaux Bridge Junior High (6-8)</i>	100 (29%)	<i>239 (70%)</i>	5 (2%)	344
<i>Cecilia Junior High (6-8)</i>	366 (65%)	<i>168 (30%)</i>	32 (6%)	566
<i>Parks Middle (5-8)</i>	240 (62%)	139 (36%)	6 (2%)	385
<i>St. Martinville Junior High (6-8)</i>	103 (26%)	<i>280 (70%)</i>	17 (4%)	400
<i>Middle School Totals</i>	<i>809 (48%)</i>	<i>826 (49%)</i>	<i>60 (4%)</i>	1695
<i>Breaux Bridge Senior High (9-12)</i>	451 (54%)	361 (43%)	24 (3%)	836
<i>Cecilia Senior High (9-12)</i>	498 (62%)	271 (34%)	29 (4%)	798
<i>St. Martinville Senior High (9-12)</i>	305 (40%)	445 (58%)	20 (3%)	770
<i>High School Totals</i>	<i>1254 (52%)</i>	<i>1077 (45%)</i>	<i>73 (3%)</i>	2404
<i>Juvenile Continuing Education Program (K-12)</i>	18 (60%)	9 (30%)	3 (10%)	30
<i>Other School Totals</i>	<i>18 (60%)</i>	<i>9 (30%)</i>	<i>3 (10%)</i>	30
TOTAL:	<i>4269 (51%)</i>	<i>3892 (46%)</i>	<i>261 (3%)</i>	8422

V. LEGAL STANDARDS

The ultimate goal of every desegregation case, including this one, is the elimination of the vestiges of past segregation in all aspects of school operations to the extent practicable and, ultimately, a declaration that the school district has achieved unitary status.⁵ Federal court supervision of a local school system is intended to remedy the constitutional violation and, after unitary status has been achieved, to return control of the school system to the locally elected school board.⁶

The United States Supreme Court has described six areas of operation that must be free

⁵ 503 U.S. 467, 489 (1992).

⁶ *Id.* at 489.

from racial discrimination before full unitary status can be achieved: (1) student assignment; (2) faculty assignment; (3) staff assignment; (4) extracurricular activities; (5) facilities; and (6) transportation.⁷ Each of these “*Green* factors” may be considered individually, and a school district may achieve partial unitary status as to these factors one at a time such that federal judicial supervision is relinquished incrementally.⁸ In order to secure a declaration of unitary status as to any one (or more) of the *Green* factors, the District must demonstrate, as to each specific factor, that it has complied in good faith with the desegregation decree for a reasonable period of time, and that the vestiges of past discrimination have been eliminated to the extent practicable.⁹ For each area of operation, if the facts reveal (a) no continued racial discrimination, (b) that the District has made good faith efforts to comply with the desegregation decree, and (c) that the District has made affirmative efforts to eliminate the vestiges of the prior discrimination, this Court may declare that factor unitary but retain continuing jurisdiction over the remaining factors until such time as unitary status is achieved in the remaining areas.¹⁰

VI. AGREED REMEDIAL MEASURES REGARDING STUDENT ASSIGNMENT

A. The Desegregation Standard

The Supreme Court has stated that the “fundamental” inquiry and “critical beginning point” in assessing a school district’s compliance with a desegregation decree is determining whether its schools remain racially identifiable.¹¹ Courts rely on multiple factors, including student enrollment and faculty and staff assignment, to determine whether a school is racially identifiable.¹² Racial identifiability often focuses on calculating the extent to which a school’s student enrollment by race deviates from the district-wide student enrollment by race for the

⁷ *Green*, 391 U.S. at 435.

⁸ *Freeman*, 503 U.S. at 489-91. A court may also consider other ancillary factors. *Id.* at 492.

⁹ *Bd. of Educ. v. Dowell*, 498 U.S. 237, 249-50 (1991). *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).

¹⁰ *Freeman*, 503 U.S. at 490-91.

¹¹ *Freeman*, 503 U.S. at 474.

¹² *United States v. West Carroll Parish Sch. Dist.*, 477 F. Supp. 2d 759, 763 (W.D. La. 2007).

comparable grade levels, *e.g.*, elementary, junior high, and high schools.¹³ The parties agree and the Court finds that a plus or minus fifteen percent (+/-15) variance from Black enrollment is clearly within accepted standards for this purpose and provides a reasonable starting point in this case for moving toward a unitary status determination.¹⁴

For the 2015-2016 school year, the district-wide percentage of Black students is 46%. The actual enrollment percentage of Black elementary students is 46%; therefore, elementary schools that comply with the +/-15% desegregation standard have an actual Black enrollment of 31-61%; the actual enrollment percentage of Black middle school students is 49%; therefore, middle schools that comply with the +/-15% desegregation standard have an actual Black enrollment of 34-64%; the actual enrollment percentage of Black high school students is 45%; therefore, high schools that comply with the +/-15% desegregation standard have an actual enrollment of 30-60% Black.

In subsequent school years, compliance with the +/-15% desegregation standard will be based on district-wide actual enrollment of Black students by grade level (elementary, middle, and high school) for the preceding school year as reported to the Court on June 30 of the respective year. Utilizing the +/-15% standard to assess the District's desegregation efforts, the October 1, 2015 actual enrollment figures (which include valid transfers) reveal that 10 schools are racially identifiable: Breaux Bridge Primary, Breaux Bridge Elementary, Breaux Bridge Junior High, Cecilia Junior High, the Early Learning Center, St. Martinville Primary, St. Martinville Junior High, Catahoula Elementary, Parks Primary, and Stephenville Elementary.

While “[c]onstructing a unitary school system does not require a racial balance in all of the schools,”¹⁵ “[t]he district judge or school authorities should make every effort to achieve the

¹³ *Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 25 (1971); *see also Belk v. Charlotte-Mecklenburg Bd. of Educ.*, 269 F.3d 305, 319 (4th Cir. 2001).

¹⁴ *Belk*, 269 F.3d at 319.

¹⁵ *Ross v. Houston Indep. Sch. Dist.*, 699 F.2d 218, 228-29 (5th Cir. 1983).

greatest possible degree of actual desegregation.”¹⁶ The parties agree and the Court finds that the remedial measures set forth below are designed to eliminate the vestiges of the prior discrimination and to address the Plaintiff Parties’ concerns regarding the District’s operations in the area of student assignment. The parties agree and the Court finds, subject to the reservations stated in Section I above, that the relief detailed below will address such concerns and, if fully and properly implemented over a reasonable period of time, is designed to result in the achievement of unitary status and dismissal of the case in the area of student assignment.

B. Attendance Zones and Modifications

The parties agree and the Court finds that, in light of the presently known facts, circumstances, and residential patterns at issue, the zone line modifications are practicable zone line adjustments that further desegregation.

1. High Schools

All of the high school attendance zones shall remain the same under this Consent Order.¹⁷

2. Breaux Bridge and Parks

Beginning with the 2016-2017 school year, the District will alter the student assignment plan for the Breaux Bridge and Parks PK-8 attendance zones so that the Breaux Bridge attendance zone line will extend south along the east bank of the Bayou Teche to a point at the intersection of Poydras Highway and Jordan Drive, as more fully described in the geographical description of “Area C” attached as Exhibit 4 and as identified in the map attached as Exhibit 5, both of which are incorporated into this Consent Order as if fully set forth herein.

At present, Breaux Bridge Primary is 66% Black, Breaux Bridge Elementary is 67% Black, and Breaux Bridge Junior High is 70% Black.¹⁸ Each of the three Breaux Bridge schools

¹⁶ *Swann*, 402 U.S. at 26. *See Dowell*, 498 U.S. at 250 (requiring a court assessing whether a school district has achieved unitary status to consider “whether the vestiges of de jure segregation had been eliminated as far as practicable.”).

¹⁷ *See* Exhibit 1.

¹⁸ *See* Table 1.

that serve grades PK-8 are between five (5) and six (6) points above the +/-15% desegregation standard for the Black enrollment and are racially identifiable as Black.¹⁹ Parks Primary (26% Black) falls below the +/-15% desegregation standard by five (5) percentage points for the Black enrollment.²⁰ Parks Middle is within the +/-15% desegregation standard.²¹

As shown in Table 2 below, the reassignment of the 221 students (183 White, 36 Black, and 2 other) in Area C from the Parks zone to the Breaux Bridge zone would result in all three of the Breaux Bridge schools that serve grades PK-8 coming within the +/-15% desegregation standard. Under the modified attendance zone plan, Parks Middle would remain within the +/-15% desegregation standard, and Parks Primary would come within two (2) percentage points of the +/-15% desegregation standard. The parties anticipate that the agreed upon remedial measures regarding M-to-M transfers will bring Parks Primary into compliance with the +/-15% desegregation standard prior to the end of the Consent Order's monitoring period.

¹⁹ *Id.*
²⁰ *Id.*
²¹ *Id.*

Table 2: Current vs. Projected Actual Enrollment
- Breaux Bridge and Parks Schools Affected by Zone Changes -
 (The columns entitled “+/-” show the number of percentage points by which the Black (“B”) enrollment deviates from the overall racial makeup of the respective grade level)

SCHOOL	CURRENT ACTUAL ENROLLMENT			+/-	PROJECTED ACTUAL ENROLLMENT ²²			+/-
	White % [#]	Black % [#]	Other % [#]		White % [#]	Black % [#]	Other % [#]	
Breaux Bridge Primary	34% [196]	66% [382]	1% [5]	<i>+20B</i>	40% [271]	59% [398]	1% [6]	+13B
Breaux Bridge Elem.	31% [137]	67% [294]	1% [5]	<i>+21B</i>	39% [203]	59% [307]	1% [5]	+13B
Breaux Bridge Junior	29% [100]	70% [239]	2% [5]	<i>+21B</i>	36% [142]	63% [246]	1% [5]	+14B
Parks Middle	62% [240]	36% [139]	2% [6]	-12B	57% [174]	42% [128]	1% [4]	-5B
Parks Primary	72% [398]	26% [142]	2% [12]	<i>-20B</i>	69% [281]	29% [117]	2% [7]	<i>-17B</i>

*Deviations outside of the +/-15% desegregation standard described in Section VI.A. are highlighted in pink and in italics.

²² Projected actual enrollment was calculated by subtracting the number of students in the current residency figures (see Appendix No. 1) from the number of students in the projected residency numbers (see Appendix No. 2) then adding that number of students to the actual enrollment numbers. For example, based on June 2015 residency, were all students attending their zoned school, Parks Primary would have had 384 white students. Given the rezoning done by this Consent Order, were all students to attend their zoned school, Parks Primary would be projected to have 267 white students. Thus, since $267-384 = -117$, 117 white students are projected to be reassigned from Parks Primary to another school given rezoning. Since (per Table 1 above) there were 398 white students enrolled at Parks Primary as of October 1, 2015, to calculate the projected actual enrollment, the 117 white students projected to leave Parks Primary would be subtracted from 398. Since $398-117 = 281$, the projected actual enrollment of white students at Parks Primary given the implementation of this plan (without taking into consideration additional student transfers) is 281. A projection using actual enrollment is used rather than a projection involving residency because this Consent Order encourages transfers; residency figures alone will not reflect transfers.

3. St. Martinville and Catahoula

Beginning with the 2016-2017 school year, the student assignment plan for the St. Martinville and Catahoula attendance zones will be modified, as follows:

- Grades PK-1 The student assignment plan will not be modified for grades PK-1 (i.e., all students residing in the current St. Martinville attendance zone, as shown in Exhibit 6 by bolded red line, will attend the Early Learning Center for grades PK-1 while all students residing in the current Catahoula attendance zone, as shown in Exhibit 6, will attend Catahoula Elementary for grades PK-1).

- Grades 2-5 All students residing in the modified attendance zone (as described in Exhibit 4 and as depicted in Exhibit 6 by color shading) will attend Catahoula Elementary for grades 2-5.

- Grades 6-8 All students who reside in the modified attendance zone will attend St. Martinville Junior High School for grades 6-8.

The Court notes that, for the purposes of this Consent Order and in a spirit of compromise, the parties have agreed not to take into account the racial makeup of grades PK-1 at the Early Learning Center and Catahoula Elementary for the purposes of determining the District's compliance with the +/-15% desegregation standard. In determining whether the District has achieved unitary status, however, the Court will not necessarily be bound by the parties' agreement. Regardless of the parties' agreement regarding grades PK-1 at Catahoula Elementary and the Early Learning Center, the District shall not take any action that will hinder desegregation of these schools and shall promote their desegregation via the M-to-M program.

Per Table 3 below, St. Martinville Primary is ten (10) percentage points and St. Martinville Junior High is six (6) percentage points above the +/-15% desegregation standard for the Black enrollment. Both St. Martinville Primary (grades 2-5) and St. Martinville Junior High (grades 6-8) are racially identifiable as Black. Catahoula Elementary (grades PK-8) is twenty-four (24) percentage points below the desegregation standard for the Black enrollment. Under the modified attendance zone plan, St. Martinville Junior High would come within the +/-15%

desegregation standard. St. Martinville Primary would be nine (9) points above the +/-15% desegregation standard. Catahoula would be nine (9) percentage points below the +/-15% desegregation standard for the Black enrollment. The parties anticipate that the agreed upon remedial measures regarding M-to-M transfers detailed in Section C below will bring St. Martinville Primary and grades 2-5 at Catahoula Elementary into compliance with the +/-15% desegregation standard prior to the end of the Consent Order’s monitoring period.

Table 3: Current vs. Projected Actual Enrollment
- Catahoula and St. Martinville 2-8 Schools Affected by Zone Changes -
 (The columns entitled “+/-” show the number of percentage points by which the Black (“B”) enrollment deviates from the overall racial makeup of the respective grade level)

SCHOOL	CURRENT ACTUAL ENROLLMENT			+/-	PROJECTED ACTUAL ENROLLMENT ²³			+/-
	White % [#]	Black % [#]	Other % [#]		White % [#]	Black % [#]	Other % [#]	
St. Martinville Primary	26% [159]	71% [431]	3% [18]	+25 <i>B</i>	26% [151]	70% [401]	3% [18]	+24 <i>B</i>
St. Martinville Jr. High	26% [103]	70% [280]	4% [17]	+21 <i>B</i>	36% [168]	60% [281]	4% [20]	+11 <i>B</i>
Catahoula Elem.	92% [216] PK-8	7% [16] PK-8	2% [4] PK-8	-39 <i>B</i>	77% [158] PK-5	22% [45] PK-5	1% [1] PK-5	-24 <i>B</i>

*Deviations outside of the +/-15% desegregation standard described in Section VI.A are highlighted in pink and in italics.

4. Cecilia

This Order does not modify the Cecilia PK-8 attendance zone. Presently, Cecilia Primary and Teche Elementary are within the within the +/-15% desegregation standard. The Cecilia Junior High School enrollment figures fall outside the acceptable +/-15% desegregation standard by standard by four (4) percentage points for the Black enrollment, thus the parties agree and the

²³ See note 22, supra, for an explanation of how projected actual enrollment was calculated.

Court finds that the District will employ remedial measures as described below in Section VI.C. Further, the District shall not take any action that will hinder desegregation of the Cecilia zone.

5. Stephenville Elementary

Although the Stephenville Elementary enrollment figures fall outside the acceptable +/- 15% desegregation standard, the parties agree and the Court finds that the Stephenville Elementary attendance zone is geographically isolated such that no further practicable measure can be utilized to further desegregation. Therefore, the Stephenville Elementary zone shall not be a consideration in the analysis for achieving unitary status in the area of student assignment. However, the District shall not take any action that will hinder desegregation of the Stephenville zone.

6. Residency Verification

Because the above projections are based, in part, on the residency enrollment (*see* footnote 22), the parties agree and the Court finds that the District shall strictly implement its residency verification policy and transfer policy,²⁴ which shall be revised to be consistent with this Consent Order.

Accordingly, within 60 days of entry of the Consent Order, the District shall provide the Plaintiff Parties with a proposed revision of the residency verification and transfer policy. The Plaintiff Parties shall have 30 days following receipt of the proposed revised policy to provide the District with comments regarding the proposed revision. The parties shall meet and confer (either via telephone, videoconference, or in person) as necessary to reach agreement as to these policies. If the parties are unable to reach agreement regarding the revision within 120 days of entry of the Consent Order, any party may move the Court to resolve the dispute.

²⁴ Exhibit 2 (Student Transfer and Residency Policies).

Until such time that the District is declared unitary as to student assignment and this case is dismissed as to student assignment, the above procedure shall be used to address any subsequent modification to the District's residency verification and student transfer policies.

7. Notice

Within two (2) weeks of the entry of this Consent Order, the District will communicate information about the attendance zone modifications directly to all parents/guardians through at least two media (e.g., hard copy letters by mail, robocalls, email, newspaper, website, etc.). In communicating with parents/guardians, the District will include efforts designed to reach parents/guardians who face barriers to receiving information, including lack of digital access.

The District shall provide documentation to the Plaintiff Parties for review and comment one week prior to the implementation of the notice process.

8. Capacity

The District shall ensure that adequate space and capacity are made available for all students at each of the schools affected by the zone changes described above.

Until such time that the District is declared unitary as to student assignment and this case is dismissed as to student assignment, the District shall provide the Plaintiff Parties with notice of any proposed changes to the functional capacity of any of the District's schools for any reason (e.g., any increases or decreases in the number of classrooms or the classroom capacities). The Plaintiff Parties shall have 14 calendar days following receipt of the proposed changes to provide the District with objections regarding the proposed changes. To the extent that the Plaintiff Parties do raise objections, the parties shall meet and confer (either via telephone, videoconference, or in person) as necessary to reach agreement as to these changes. If the parties are unable to reach agreement regarding a proposed change, any party may move the Court to resolve the dispute.

In the event of extreme emergencies (e.g., hurricanes, fire, natural disasters, or other acts of *force majeure*), the District may implement changes to functional capacity without the preapproval of the Plaintiff Parties; *provided* that the District shall notify the Plaintiff Parties no later than 14 days following the implementation of the changes to functional capacities.

C. Majority-to-Minority Transfers

1. General

The District shall encourage²⁵ and permit a student in Kindergarten through 12th grade zoned to a school where the student's race, as specified in the District's student information system, is in the majority to attend another school where the student's race is in the minority ("Majority-to-Minority" or "M-to-M" transfers).

Although the parties agree that the District shall employ the use of the M-to-M transfer program to enhance desegregation at all schools, the parties agree and the Court finds that the primary goal of the remedial measures related to M-to-M transfers is to bring St. Martinville Primary, Catahoula Elementary for grades 2-5, Parks Primary, and Cecilia Junior High within the +/-15% desegregation standard. The District shall actively and affirmatively advertise, market, promote, and otherwise seek to encourage students and parents/guardians to use M-to-M transfers in a manner that fosters the desegregation of those four (4) schools prior to the end of the Consent Order's monitoring period. To that end, the District shall promote M-to-M transfers between the St. Martinville zone and the Parks or Catahoula zones and between the Breaux Bridge zones and the Cecilia or Parks zones in a manner that furthers the goal of meeting the +/-15% desegregation standard. Nevertheless, the District shall not discourage any M-to-M transfers regardless of whether those transfers would directly affect the targeted schools.

²⁵ Consistent with Section VI.C.5 below.

Prior to March 15, 2019, the parties agree to work in good-faith to agree to a legally adequate student transfer policy to continue the promotion of desegregative student transfers after the end of the Consent Order.²⁶

2. Applications, Qualifications, and Effect

All students, except those M-to-M transfer students who began attending grades PK-5 at Catahoula Elementary during the 2015-2016 school year, must apply for M-to-M transfers for the 2016-2017 school year by the end of the business day on May 1, 2016 (the application period will open, at the latest, upon entry of this Consent Order). In subsequent years, the application period will open on the first school day of the Spring semester and close by the end of the business day on May 1 preceding the school year for which the M-to-M transfer would first be applicable (e.g., applications for M-to-M transfers that would be effective as of the 2016-2017 school year would be due on May 1, 2016). In the event this Consent Order is entered less than two (2) weeks before May 1, 2016, the District shall extend the application date for 2016 to two (2) weeks after the entry of the Consent Order.

A student whose race is in the majority at the grade-appropriate school in his zone of residence will have a valid M-to-M transfer request if he requests to be transferred to a grade-appropriate school where his race is in the minority. Any student who meets this criterion and submits a timely application shall be granted an M-to-M transfer.

The receiving school shall become the home school for all purposes for the M-to-M transfer student until the student completes all grade levels at the particular school (i.e., a student granted a M-to-M transfer need not reapply each year to ensure continued enrollment at the receiving school).²⁷ However, once the M-to-M transfer student completes all grade levels at the

²⁶ See *Freeman*, 503 U.S. at 498.

²⁷ For example, if a student who resides in the St. Martinville attendance zone is granted an M-to-M transfer to Parks Primary, that student would attend Parks Primary until she or he completed the highest grade offered at

receiving school, the student must apply for a new M-to-M transfer if the student desires to continue his/her education at the next school in that feeder pattern.²⁸ The District will communicate this information to parents using the methods set forth in Section VI.C.5. of this Consent Order.

3. Transportation

The District will provide all students granted M-to-M transfers with free transportation to and from school.²⁹

To the extent that the District provides any student in the District with free transportation to and/or from events held outside of regular school hours (e.g. after-school extracurricular activities, a celebratory breakfast), the District shall extend the same courtesy to students granted M-to-M transfers. The District will communicate this information to parents using the methods set forth in Section VI.C.5. of this Consent Order.

4. Capacity

The District will ensure that a space is made available at the school to which a student granted an M-to-M transfer desires to move and the lack of capacity at the receiving school shall not be justification for denying any M-to-M request.³⁰ The District will communicate this information to parents using the methods set forth in Section VI.C.5. of this Consent Order.

5. Marketing

No later than November 15 of each school year, the District will broadly disseminate and publicize information about M-to-M transfers for the following school year through the means

Parks Primary (the fourth grade) without ever needing to reapply for an M-to-M transfer to Parks Primary.

²⁸ Continuing the example from above, if a student who resides in the St. Martinville attendance zone had transferred as an M-to-M transfer student to Parks Primary and, after the completion of fourth grade, the student wanted to continue on to Parks Middle, then that student would be required to apply for an M-to-M transfer to Parks Middle by May 1 of the year preceding the school year in which the student wishes to enter Parks Middle.

²⁹ See *Swann*, 402 U.S. at 26-27 (“In order to be effective, [a M-to-M] transfer arrangement must grant the transferring student free transportation and space must be made available in the school to which he desires to move.”).

³⁰ See *id.*

described in this section. Within two (2) weeks of the entry of this Consent Order, the District shall ensure that these steps are in process for marketing for the 2016 application period.

The District will communicate information about the M-to-M program including the provision of free transportation and application process directly to parents/guardians who have children eligible to participate in the M-to-M program through at least two media sources (e.g., hard copy letters by mail, robocalls, emails, newspaper, website, etc.), at least one time per week during the application period noted in Section VI.C.2. In communicating with parents/guardians, the District will include efforts designed to reach parents/guardians who face barriers to receiving information, including lack of digital access.

The District will: (a) post communications about the M-to-M process on the District website, (b) provide communications to community groups, such as the parent-teacher association and local community centers, and (c) distribute communications through local media, such as television, radio and newspapers.

The District will hold parent/guardian information sessions open to all parents/guardians at each high school in the evenings or on weekends prior to the start of the M-to-M application period. The District may combine M-to-M program information sessions with other information sessions, such as information sessions regarding magnet programs and career courses.

Communication will include an explanation of the M-to-M policy, the District's commitment to providing free transportation, the application process, the opening and closing dates for requesting an M-to-M transfer and the District phone number to call for additional information and assistance.

The District will create an online information portal, available, at a minimum, through the District student information system or publicly through the District's website, to provide prospective M-to-M transfer students and parents/guardians information about the M-to-M program. Information provided through the information portal will include: (a) the policies and

procedures governing the M-to-M program; (b) a summary explanation of the application process and timeline; (c) information regarding the enrollment demographics of each school; (d) information regarding “projected” pick-up and drop-off points and approximate pick-up and drop-off times; (e) the online M-to-M application; and (f) the District phone number to call for additional information and assistance.

D. Transition Assistance for Majority-to-Minority Transfers and Students Reassigned As A Result of Attendance Zone Changes

Within forty-five (45) days of the entry of this Consent Order, the District shall develop and provide to the Plaintiff Parties for review, comment, and approval an administrative procedure which addresses student transfer transition assistance to be provided to any student and/or parent who is affected by the student attendance zone changes described herein or who is granted an M-to-M transfer in the District. The District will implement the administrative procedure beginning with the 2016-2017 school year.

E. Implementation Safeguards to Ensure Equitable Classroom/Within-School Student Assignment

Consistent with and in addition to the measures set forth in Section IV.C.2.a. of the Consent Order Regarding Quality of Education, by the beginning of the 2016-2017 school year, the District shall:

1. Review its student assignment policies, procedures, and practices, and revise them to eliminate and prevent racially identifiable assignments to classes and programs to the extent practicable.

2. Develop and maintain policies, procedures, and practices for within-school student assignment in grades PK-5 that adequately reflect and take into account multiple criteria relevant to student need and likelihood of benefitting from classes and programs by ensuring that results on standardized tests alone do not determine assignment to classes and/or eligibility to participate in programs. That is, student motivation and student grades should temper the impact

of standardized test results on access to desired courses or programs (e.g., the gifted and talented program or any offering that utilizes ability grouping).

3. Within 60 days of entry of the Consent Order, the District shall provide the Plaintiff Parties with the proposed revised policies and/or procedures developed pursuant to Sections VI.E.1. and VI.E.2. The Plaintiff Parties shall have 30 days following receipt of proposed revised policies and/or procedures to provide the District with comments regarding those proposed revised policies and/or procedures. The parties shall meet and confer (either via telephone, videoconference, or in person) as necessary to reach agreement as to these policies. If the parties are unable to reach agreement regarding a proposed revised policy or procedure, any party may move the Court to resolve the dispute.

4. Until such time that the District is declared unitary as to student assignment and this case is dismissed as to student assignment, the above procedure shall be used to address classroom and within-school student assignment policies and/or procedures.

VII. MONITORING, REPORTING, AND OVERSIGHT

The District shall file and submit to the Court, and to counsel of record for all parties, reports pursuant to this Consent Order until such time as the District is declared unitary. The District shall submit these reports on the first business day after each November 15, March 15, and June 30, with the first report due on March 15, 2016. Each report shall include a key for all codes or abbreviations used therein.

A. November 15 and March 15 Reports

Each November 15 and March 15 report must include the following information:

1. A chart indicating the total number and percentage of students, by grade level and race, enrolled in each school and district-wide in the District.

2. For each class in each school: (a) the number of students by race and grade level; (b) the name and race of the faculty member(s) assigned to the classroom; (c) whether any

students in the class are grouped or assigned by race, ability, achievement, language needs, or another basis; (d) the subject of the class; and (e) whether the class is an elective or a non-elective course.

B. June 30 Report

All reports shall include the following information for the time period since the last report was submitted (except that the June 30, 2016 report shall include the requested information since the start of the second semester of the 2015-2016 school year):

1. A complete description of all specific efforts, if any, the District has taken to encourage students to engage in M-to-M transfers. To the extent that these efforts involved the dissemination or posting of written notices, the District shall provide copies of such notices.

2. A list of students who applied for an M-to-M transfer since the last report was filed (except that the June 30, 2016 report shall include the requested information since the start of the second semester of the 2015-2016 school year) that identifies each applicant by race, home school, receiving school, and, if denied, the reason for denial, to be filed under seal.

VIII. MODIFICATIONS

Until such time that the District is declared unitary as to student assignment and this case is dismissed as to student assignment, the District must obtain the Court's approval of all modifications to the attendance zones, grade structures (e.g., modifying an elementary school that used to serve grades PK-4 so that it will serve grades PK-5 instead), and educational programs at each of the District schools (e.g., the establishment or modification of a magnet program).

IX. OBJECTIONS

Specific written objections by the Plaintiff Parties to the March 15th, June 30th, and November 15th reports, including objections related to the District's compliance with the +/-15% desegregation standard, shall be submitted within forty-five (45) calendar days of receipt of each

report or such objections will be deemed waived and a presumption of compliance for the preceding reporting period will be applied. The parties will meet and confer (either via telephone, videoconference, or in person) about each objection within fourteen (14) business days of service of the objection. In good faith, the District will consider proposals from the Plaintiff Parties to address their objections regarding the District's compliance with the Consent Order. In the event that the parties reach an impasse as to either (a) whether an objection has merit or (b) how to remedy any concerns raised in an objection, then any party may move the Court to resolve the dispute so long as the motion is made within forty-five (45) calendar days of the meet and confer.

X. TERMINATION OF JUDICIAL SUPERVISION

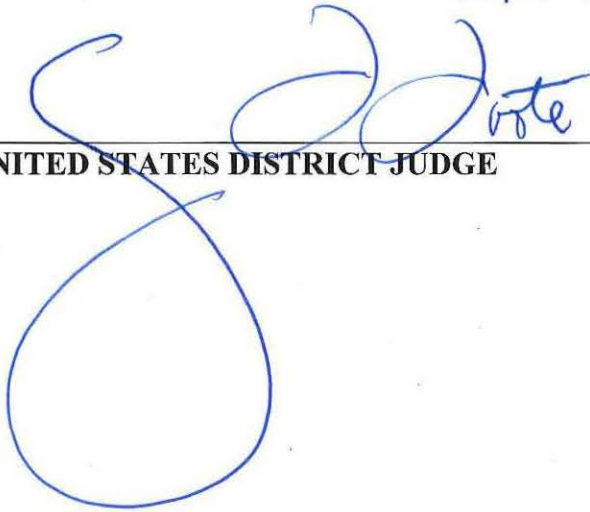
The parties agree that full compliance with the foregoing Consent Order will support a finding that the District has complied with both the letter and the spirit of the orders governing this matter as they pertain to student assignment and that the vestiges of segregation in the area of student assignment have been eliminated to the extent practicable.³¹ Forty-five (45) calendar days subsequent to the District filing a complete June 30, 2019 report, the District may move for unitary status and dismissal on student assignment and/or the Plaintiffs Parties may move for further relief or to enforce the Consent Order on student assignment. The applicable provisions of the Federal Rules of Civil Procedure and the Local Rules of this Court will apply to any such motions. In the absence of a motion in opposition to unitary status, a motion to enforce the Consent Order, or a motion for further relief by the Plaintiff Parties, and subject to this Court's ruling that the District is in compliance with this Consent Order, Title IV of the Civil Rights Act of 1964, and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, then the Court may declare the District unitary with respect to student assignment and dismiss this case as to student assignment.

³¹ See *Freeman*, 503 U.S. at 485.

XI. EFFECT OF PRIOR ORDERS

All prior orders not inconsistent herewith remain in full force and effect.

HEREBY ORDERED, ADJUDGED, AND DECREED, this the 21st day of January, 2016.



UNITED STATES DISTRICT JUDGE

APPROVED REGARDING FORM AND CONTENT:

For Plaintiffs:

/s/ Deuel Ross

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XII. APPENDIX NO. 1

The table below shows the “residency enrollment” for each of the District’s schools as of June 2015. The residency enrollment describes the demographic profile of each of the current student attendance zones based on the physical residency of the students enrolled in the District.

Residency Enrollment as of June 2015

*deviations from the +/-15% desegregation standard described above in Section VI.A are highlighted in yellow and italicized

School (Grades Served)	White	Black	Other	Total
<i>Breaux Bridge Primary (PK-2)</i>	249 (35%)	<i>448 (64%)</i>	6 (1%)	703
<i>Breaux Bridge Elementary (3-5)</i>	167 (35%)	<i>307 (64%)</i>	9 (2%)	483
<i>Catahoula Elementary (PK-8)</i>	217 (94%)	<i>10 (4%)</i>	5 (2%)	232
<i>Early Learning Center (PK-1)</i>	112 (25%)	<i>312 (70%)</i>	19 (4%)	443
<i>Parks Primary (PK-4)</i>	384 (74%)	<i>131 (25%)</i>	5 (1%)	520
<i>Cecilia Primary (PK-2)</i>	457 (65%)	214 (31%)	29 (4%)	700
<i>St. Martinville Primary (2-5)</i>	162 (28%)	<i>392 (69%)</i>	18 (3%)	572
<i>Stephensville Elementary (PK-8)</i>	140 (94%)	<i>4 (3%)</i>	4 (3%)	148
<i>Teche Elementary (3-5)</i>	340 (66%)	<i>143 (28%)</i>	33 (6%)	516
<i>Elementary School Totals</i>	<i>2228 (52%)</i>	<i>1961 (45%)</i>	<i>128 (3%)</i>	<i>4317</i>
<i>Breaux Bridge Junior High (6-8)</i>	132 (33%)	<i>257 (65%)</i>	9 (2%)	398
<i>Cecilia Junior High (6-8)</i>	351 (65%)	<i>166 (31%)</i>	24 (4%)	541
<i>Parks Middle (5-8)</i>	211 (64%)	112 (34%)	6 (2%)	329
<i>St. Martinville Junior High (6-8)</i>	109 (26%)	<i>281 (68%)</i>	22 (5%)	412
<i>Middle School Totals</i>	<i>803 (48%)</i>	<i>816 (49%)</i>	<i>61 (4%)</i>	<i>1680</i>
<i>Breaux Bridge Senior High (9-12)</i>	428 (51%)	393 (47%)	24 (3%)	845
<i>Cecilia Senior High (9-12)</i>	454 (65%)	219 (31%)	25 (4%)	698
<i>St. Martinville Senior High (9-12)</i>	279 (41%)	386 (57%)	18 (3%)	683
<i>High School Totals</i>	<i>1161 (52%)</i>	<i>998 (45%)</i>	<i>67 (3%)</i>	<i>2226</i>
TOTAL:	<i>4192 (51%)</i>	<i>3775 (46%)</i>	<i>256 (3%)</i>	<i>8223</i>

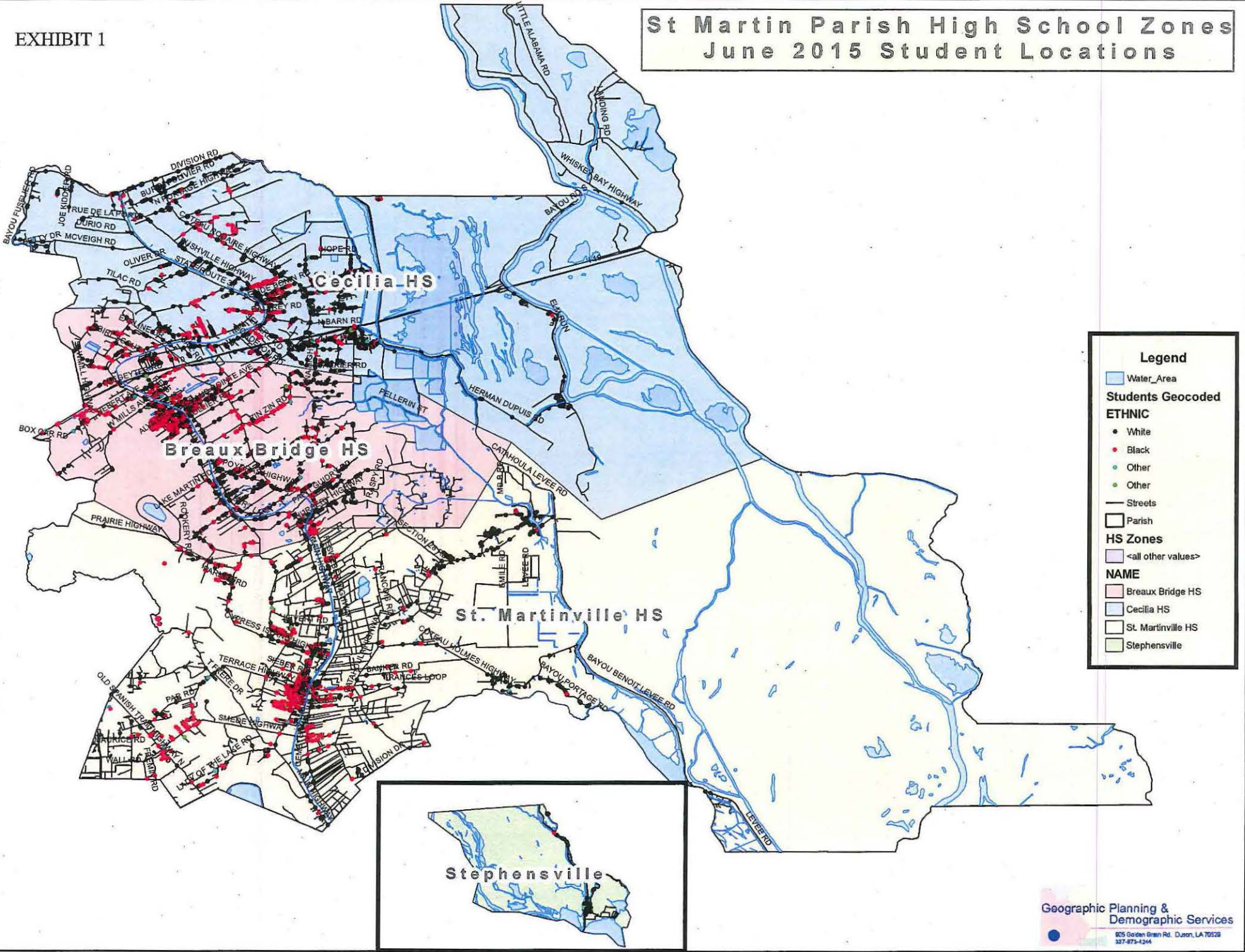
XIII. APPENDIX NO. 2

The table below shows the projected changes in residency enrollment that will result from the implementation of this consent order.

Projected Residency Enrollment Given Zone Changes				
*deviations from the +/-15% desegregation standard described above in Section VI.A are highlighted in yellow and italicized				
School (Grades Served)	White	Black	Other	Total
Breaux Bridge Primary (PK-2)	324 (41%)	464 (58%)	6 (1%)	794
Breaux Bridge Elementary (3-5)	233 (41%)	320 (57%)	10 (2%)	563
<i>Catahoula Elementary (PK-8)</i>	160 (80%)	<i>39 (19%)</i>	2 (1%)	201
<i>Early Learning Center (PK-1)</i>	112 (25%)	<i>312 (70%)</i>	19 (4%)	443
<i>Parks Primary (PK-4)</i>	267 (71%)	<i>106 (28%)</i>	5 (1%)	378
Cecilia Primary (PK-2)	457 (65%)	214 (31%)	29 (4%)	700
<i>St. Martinville Primary (2-5)</i>	154 (29%)	<i>362 (68%)</i>	18 (3%)	534
<i>Stephensville Elementary (PK-8)</i>	140 (94%)	<i>4 (3%)</i>	4 (3%)	148
<i>Teche Elementary (3-5)</i>	340 (66%)	<i>143 (28%)</i>	33 (6%)	516
Elementary School Totals	2187 (51%)	1964 (46%)	126 (3%)	4277
Breaux Bridge Junior High (6-8)	174 (39%)	264 (59%)	10 (2%)	448
<i>Cecilia Junior High (6-8)</i>	351 (65%)	<i>166 (31%)</i>	24 (4%)	541
Parks Middle (5-8)	145 (58%)	101 (40%)	4 (2%)	250
St. Martinville Junior High (6-8)	174 (36%)	282 (59%)	25 (5%)	481
Middle School Totals	844 (49%)	813 (47%)	63 (4%)	1720
Breaux Bridge Senior High (9-12)	428 (51%)	393 (47%)	24 (3%)	845
Cecilia Senior High (9-12)	454 (65%)	219 (31%)	25 (4%)	698
St. Martinville Senior High (9-12)	279 (41%)	386 (57%)	18 (3%)	683
High School Totals	1161 (52%)	998 (45%)	67 (3%)	2226
TOTAL:	4191 (51%)	3770 (46%)	256 (3%)	8217

EXHIBIT 1

St Martin Parish High School Zones
June 2015 Student Locations



Legend

- Water_Area
- Students Geocoded**
- ETHNIC**
- Black
- White
- Other
- Other
- Streets
- Parish
- HS Zones**
- <all other values>
- NAME**
- Breaux Bridge HS
- Cecilia HS
- St. Martinville HS
- Stephensville

EXHIBIT 2

FILE: JBCC
Cf: JBC, JBCC

STUDENT ASSIGNMENT

The St. Martin Parish School Board shall have authority and responsibility for the assignment, placement, transfer, and continued education of all students attending schools within its jurisdiction. The School Board shall require a student to attend the appropriate school as determined by the domicile of the parent and legal guardian. Each student shall have only one residence (domicile) which is determined to be the place where he/she predominantly sleeps, takes meals, and maintains personal belongings. When legal custody has been awarded by a court of law, or by provisional custody by mandate, the domicile shall be the principal residence of the parent awarded primary or domiciliary custody, or if he/she is eighteen (18) years old or has been provisions of an order of a court of competent jurisdiction providing for the assignment of students.

The United States District Court order governing desegregation of St. Martin Parish Schools generally requires students to attend a school located in the attendance zone in which the custodial parent or legal guardian of the child is domiciled.

LEGAL CUSTODY DECREES IN DIVORCE PROCEEDINGS

In case of divorce, a student shall attend school in the zone in which the parent who has domiciliary custody resides. Proof of domiciliary custody shall be a certified copy of the decree of the court which issued the custody order, whether the order grants temporary or permanent custody. Where the custody decree provides for split custody, the decree should specify at which parent's domicile the child should attend school. A custody decree which orders a student to attend a school which is located in a zone other than a zone in which the child's domiciliary parent or other party enjoying legal custody resides would violate the desegregation order and cannot be implemented unless the child's assignment is approved under the process of approval of attendance out-of-zone spelled out below.

AWARD OF CUSTODY OF PERSON OTHER THAN A PARENT

If a court determines that joint or sole custody to either parent would result in substantial harm to a student, and awards custody to another person, then the child shall attend school in the zone where the custodial person is domiciled. A certified copy of the court's order shall be provided to the School Board.

PROVISIONAL OR TEMPORARY CUSTODY BY COURT DECREE

Where any other legally valid temporary or provisional custody decree has been granted by a court giving an individual of legal age custody of a minor student, then that student may attend school in the zone where the student's provisional custodian is domiciled. A certified copy of the temporary or provisional custody decree shall be provided to the School Board.

JUVENILE COURT CUSTODY DECREES IN CASES OF ABANDONED OR ABUSED CHILDREN

When a child has been abandoned by the being placed in the physical custody of a non-parent or the Louisiana Department of Social Services and/or if parental rights have been terminated by a juvenile court for any of the grounds specified in Article 1015 of the Louisiana Children's Code or any other applicable law, then the child shall attend school in the zone where the person or persons given temporary custody of the child by the juvenile court are domiciled. A certified copy of the juvenile court's order shall be provided to the School Board.

CHILDREN IN FOSTER CARE

A child placed in foster care by the Louisiana Department of Social Services and/or pursuant to Juvenile Court Order and temporarily residing in the district shall be enrolled and allowed to attend school in the zone where the foster parent or parents are domiciled.

CHILDREN OF EMPLOYEES

A child of employees who reside in St. Martin Parish shall be allowed to attend the school where their parent is employed.

Students From Outside The Parish Who Are Children Of Employees

Normally, a student who does not actually reside in the geographical boundaries of a St. Martin Parish School System shall not attend a school in the system. However, if in the opinion of the principal, the child of an employee can enroll without creating an undue hardship in respect to overcrowding, or materially impacting the racial balance at the school, he/she may attend school in the school system with School Board approval.

STUDENTS FROM OUTSIDE PARISH REQUESTING ATTENDANCE

Students who reside in parishes other than St. Martin but where the parish School Board has a cooperative agreement with the St. Martin Parish School Board permitting students in certain designated areas to attend school in St. Martin Parish shall attend the appropriate school closest to their domicile. The principal of the St. Martin Parish School involved shall verify all necessary data to determine whether a particular student should be accepted. Requests of out-of-parish students to attend a St. Martin Parish School will be reviewed by the school principal. The final decision whether to grant a student's request will be made by the *Transfer Review Committee* upon due consideration of the request.

STUDENT FROM ST. MARTIN REQUESTING ATTENDANCE IN ANOTHER PARISH

Requests of students who are domiciled in St. Martin Parish to attend public schools located outside of St. Martin Parish shall be reviewed by the Supervisor of Child Welfare and Attendance and the Superintendent of St. Martin Parish and by the principal of the out-of-parish school, which the student desires to attend. The decision to grant or deny the requests will be made by the *Transfer Review Committee*.

PROCEDURE FOR ST. MARTIN PARISH STUDENTS REQUESTING ATTENDANCE IN ST. LANDRY PARISH SCHOOLS

Students attending school in St. Landry Parish in 2007-2008 will be allowed to complete the grade levels taught at the school they are currently attending. Beginning with the 2008-2009 school year only students living in the city limits of Arnaudville in St. Martin Parish will be allowed to attend school in St. Landry Parish unless the *Transfer Review Committee* has approved an application as stating a hardship case. Addresses of students must be verified by the Supervisor of Child Welfare and Attendance of St. Martin Parish.

AVOIDING SPLIT OF FAMILIES IN STUDENT ASSIGNMENT

Where two (2) or more students from a particular family are being assigned or transferred siblings should not be split in the process.

ASSIGNMENTS FOR DISABLED STUDENTS

The School Board shall require that disabled students be assigned to programs within attendance zones, if possible. However, if an appropriate program is unavailable within a student's attendance zone, the student may be placed in a school specifically designed to provide for the appropriate needs of the student.

ATTENDANCE OUT OF ZONE- EXCEPTIONS

Special Education Students

Special exceptions may be granted for the children attending special education classes. These students must be recommended and approved by the Supervisor of Special Education in order to attend a school other than the one in their zone.

EXTREME HARDSHIP

On the ruling of the Supervisor of Child Welfare and Attendance, a hardship temporary transfer may be granted for the following reasons:

1. Medical or psychological recommendation from competent authority that a child's health requires for a change of school or residence. A certified medical record supporting such a recommendation must be supplied with a request.
2. Serious illness in the family that warrants a change of residence.
3. Other extraordinary circumstances wherein the best interests of the pupil would be served by a transfer.

A transfer request shall not be considered unless *Form T-100* is submitted to the Supervisor of Child Welfare and Attendance.

TRANSFERS AND TRANSFER REVIEW COMMITTEE

The School Board will grant transfer to a student from one attendance zone to another, only when a student moves from one zone or district to another or if the student requires special education or hardship exception. All request for transfer shall be evaluated and either granted or denied by a *Transfer Review Committee* which shall be composed of four (4) central office administrators and four (4) principals from St. Martin Parish Schools. The racial composition of the *Transfer Review Committee* shall be four (4) blacks and four (4) whites. The Supervisor of Child Welfare and Attendance and the Truancy Coordinator shall serve as two (2) of the administrators on the transfer review committee.

DEADLINE FOR TRANSFER REQUESTS

All requests for transfer for the coming academic year must be made on *FORM T-100* to the Supervisor of Child Welfare and Attendance by the end of the day on July 1st of each year.

DECISION OF TRANSFER REVIEW COMMITTEE FINAL

All decisions granting or denying a request for transfer by the *Transfer Review Committee* are final.

MAJORITY TO MINORITY TRANSFER POLICY

A student attending a school in which his or her race is in the majority may request assignment to another school where space is available and where his/her race is in a minority. All such requests shall be made to the Supervisor of Child Welfare and Attendance.

VERIFICATION OF DOMICILE

The principal shall be responsible for monitoring school enrollment and shall have authority to remove or transfer any student attending school out of district or out of zone. When investigating the domicile of a student, the School Board, through the principal, shall attempt to verify that *primary place of residence* of the legal parent or legal or provisional guardian. Such verification of domicile shall be based on such items as the following:

1. Voter registration data, utility deposit receipts, homestead exemption receipts, 911 addresses, home rental receipts, and home visit by a school official, or;
2. Certified copy of a judicially ordered tutorship, custody or guardianship of any minor child student not domiciled or in the custody of their natural and/or legal parent. Verification of the physical residency of the legal custodian, tutor/tetra or non-parent shall also be required, or;
3. Any other documentation as may be stipulated by the Board.

The school principal or his/her designee shall be responsible for monitoring the school enrollment list and shall immediately refer to the Supervisor of Child Welfare and Attendance to determination or proper school assignment.

DISCOVERY OF ATTENDANCE OUT OF ZONE

If a principal or administrators in St. Martin Parish discovers that a student is attending school out of the proper zone during the course of the school year before mid-term, the student must be withdrawn and enrolled in the proper school in the student's correct zone. In cases discovered after mid-term, the student will be allowed to complete the school year at the student's current school. The student must be transferred to the correct school in the proper zone for the beginning of the next school year.

FALSIFICATION OF DOCUMENTS

Falsification of any documents or information provided to the St. Martin Parish School personnel by someone seeking the transfer or admission of a student to a particular school shall be grounds for rejecting the request for transfer or admission without further consideration.

CLASSROOM ASSIGNMENT

Student assignments in K through 8 will be made by the principal of the school with teacher input. The placement of a student shall be based on grades, achievement test scores, and participation in special programs and be made in accordance with the Pupil Progression Plan. Selection of courses of study in grades 9 through 12 shall be made by individual students. Assistance in planning course of study and selection of classes shall be provided by teachers, counselors, parents, and administrators. Each student shall be furnished a schedule of classes offered and requirements for graduation. Some classes may have prerequisites for enrollment.

In grades kindergarten through second grade, the parent of twins, triplets, etc. (more than one child at a single birth event) may request that their children be placed initially in the same, or separate, classrooms, if the children are in the same grade at the same school. Such a request shall be presented to the Superintendent or his/her designee no later than fourteen (14) days either after the first day of the school year or after the first day of attendance if the child enrolls after the fourteenth day of the school year. Notwithstanding any law, rule, regulation, or School Board policy to the contrary, the request of the parent for initial placement shall be granted subject to further review.

As soon as possible after the end of the student's first grading period, the Superintendent or his/her designee shall review the initial placement of the child. If the Superintendent or his/her designee, in consultation with the school principal, the child's(ren's) teacher(s), and the parent, determines that the initial placement of the children is disruptive to the school or is not in the best educational interests of the child(ren), the initial placement of the child shall be modified, and the child(ren) shall be placed in accordance with School Board policy otherwise applicable to the child(ren).

Revised: June, 2005

Revised: March, 2008

Approved: November 5, 2008

Ref: La. Rev. Stat. Ann. §§9:951, 9:952, 9:953, 9:954, 17:81, 17:104.1, 17:221.2,
17:221.4
Board minutes, 3-2-05, 9-5-07, 11-5-08, 8-5-09, 9-2-09, 1-5-11

St. Martin Parish School Board

FILE: JBCD
Cf: IDG, JBA, JBCC

STUDENT TRANSFER AND WITHDRAWAL

TRANSFER

Students shall be required to attend the school in the attendance area in which their residence is located. Students who wish to attend a school other than the one designated for their attendance zone of residence may apply for transfer when circumstances warrant. All requests for transfer shall be in writing, and shall include reasons for the transfer as well as other pertinent information that the Board may require. The Superintendent shall consider for approval all requests for student transfer if such transfer is determined to be in the best interests of the student and the school system. No school shall accept a student not residing in that school's attendance zone unless the student has an approved transfer request on file. Any decision made by the Superintendent regarding the transfer of a student may be appealed to the School Board for a final determination in accordance with state law.

WITHDRAWAL

Students shall be required to attend school in accordance with statutory provisions. Students may be permitted to withdraw from school however, if approved by the Superintendent and Board. Such withdrawal must be in accordance with such rules and regulations as may be prescribed by the Board.

Adult Education

This policy shall not prohibit a student sixteen (16) years of age from enrolling in an adult education program provided the student meets criteria established by the Board of Elementary and Secondary Education (BESE).

Revised: December, 2008

Approved: January 7, 2009

Revised: October 8, 2010

Ref: La. Rev. Stat. Ann. §§17:81, 17:104.1, 17:105, 17:106, 17:108, 17:109, 17:111, 17:221, 17:226, 17:227

Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education

Board minutes, 1-7-09, 10-6-10

St. Martin Parish School Board

EXHIBIT 3

ETHNIC/GENDER by SITE for LEA 050
Special Ed Using JSPED

JPAM'S STUDENT INFORMATION SYSTEM
ETHNIC/GENDER BY SCHOOL
AS OF 10/01/2015
SCHOOL SESSION 1516

RUN TIME: Monday, October 05, 2015 at 17:18

PAGE 1 of 1

School	WHITE				BLACK				HISPANIC				ASIAN			USA INDIAN			TOTALS								
	M	F	SUM	%	M	F	SUM	%	M	F	SUM	%	M	F	SUM	%	M	F	SUM	%	M	%	F	%	?	%	SUM
050001 BREAU	69	68	137	31.4	147	147	294	67.4	1	1	2	0.5	2	1	3	0.7					219	50.2	217	49.8			436
050002 BREAU	58	42	100	29.1	117	122	239	69.5	1	1	2	0.6	2		2	0.6	1		1	0.3	179	52.0	165	48.0			344
050003 BREAU	108	88	196	33.6	198	184	382	65.5	2	2	4	0.7					1		1	0.2	309	53.0	274	47.0			583
050004 BREAU	246	205	451	53.9	184	177	361	43.2	8	7	15	1.8	4	3	7	0.8		2	2	0.2	442	52.9	394	47.1			836
050005 CATAH	96	120	216	91.5	9	7	16	6.8	3		3	1.3	1		1	0.4					109	46.2	127	53.8			236
050006 CECILI	192	174	366	64.7	87	81	168	29.7	7	9	16	2.8	5	4	9	1.6	1	6	7	1.2	292	51.6	274	48.4			566
050007 CECILI	240	248	488	61.9	132	126	258	32.7	13	19	32	4.1	2	5	7	0.9	2	1	3	0.4	389	49.4	399	50.6			788
050008 CECILI	244	254	498	62.4	143	128	271	34.0	9	5	14	1.8	6	7	13	1.6	1	1	2	0.3	403	50.5	395	49.5			798
050009 PARKS	122	118	240	62.3	79	60	139	36.1	2	3	5	1.3					1	1	0.3		203	52.7	182	47.3			385
050010 PARKS	200	198	398	72.1	76	66	142	25.7	4	7	11	2.0		1	1	0.2					280	50.7	272	49.3			552
050012 EARLY	68	50	118	29.6	140	128	268	67.3	2	2	4	1.0	4	3	7	1.8	1		1	0.3	215	54.0	183	46.0			398
050015 ST. MA	45	58	103	25.8	137	143	280	70.0	3	5	8	2.0	5	4	9	2.3					190	47.6	210	52.5			400
050016 ST. MA	91	68	159	26.2	214	217	431	70.9	3	2	5	0.8	7	6	13	2.1					315	51.8	293	48.2			608
050017 ST. MA	180	125	305	39.6	227	218	445	57.8	5	5	10	1.3	4	5	9	1.2		1	1	0.1	416	54.0	354	46.0			770
050018 STEPH	58	71	129	97.0	2		2	1.5	1		1	0.8					1	1	0.8		61	45.9	72	54.1			133
050019 TECHE	166	181	347	62.1	97	90	187	33.5	9	5	14	2.5	3	2	5	0.9	3	3	6	1.1	278	49.7	281	50.3			559
050700 ST. MA	13	5	18	60.0	6	3	9	30.0		3	3	10.0									19	63.3	11	36.7			30
? Other																											
Total	2196	2073	4269	50.7	1995	1897	3892	46.2	73	76	149	1.8	45	41	86	1.0	10	16	26	0.3	4319	51.3	4103	48.7			8422

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St. Martin Parish Schools

Each school is assigned a six digit number by the Louisiana State Department of Education. The first three digits of the number refer to the district, St. Martin Parish is 050. The last three digits refer to the school, for example Breaux Bridge elementary is school 050001. Each school is listed below along with the number assigned by the Louisiana Department of Education.

050001	Breaux Bridge Elementary	Late 1950's
050002	Breaux Bridge Junior High	(Originally BBHS-remodeled in 1979)
050003	Breaux Bridge Primary	mid 1960's
050004	Breaux Bridge High School	(1974)
050005	Catahoula Elementary	(1926)
050006	Cecilia Junior High	(1999)
050007	Cecilia Primary	(1962)
050008	Cecilia High School	(1982)
050009	Parks Middle	
050010	Parks Primary	
050012	The Early Learning Center (St. Martinville Pre K-1)	
050015	St. Martinville Junior High	(2004)
050016	St. Martinville Primary	
050017	St. Martinville Senior High	(1982)
050018	Stephensville Elementary	(originally built mid 1970's remodeled summer 2011)
050019	Teche Elementary (Cecilia grades 3-5)	

JCEP – Juvenile Continuing Education Program

JCEP is not assigned a number due to the fact that it is an alternative placement for students with discipline problems. Placements are temporary usually lasting from six to twelve weeks.

EXHIBIT 4

**St. Martin Parish School District
Elementary and Middle School Zone Modifications**

From the Parks Attendance Zone to the Breaux Bridge Attendance Zone

The following area is added to the Breaux Bridge Attendance Zone from the existing Parks attendance zone for Grades PK through 8th Grade and is described as follows:

Commencing at the Point of Beginning at the intersection of the midflow of the Bayou Teche and the existing Breaux Bridge/Parks zone boundary line, thence easterly, southerly and easterly along said boundary to the intersection with an unnamed water feature approximately 1,535 feet east of the end of Barras Rd., thence southwesterly along said water feature and south of and including both sides of Barras Road to the eastern side of Poydras Hwy., thence southeasterly along the eastern side and including both sides of Poydras Hwy. to the private driveway at 4925 Poydras Hwy., thence northeasterly and southwesterly to include the private driveway to the centerline of Poydras Hwy., thence southeasterly on Poydras Hwy. to a point north of but not including Jordan Drive, thence southwesterly across Poydras Hwy./Bridge St. Hwy. north of and excluding the private driveway located at 5029 Bridge St. Hwy., thence southwesterly and westerly to the midflow of the Bayou Teche, thence westerly and northerly along Bayou Teche to the current Breaux Bridge/Parks zone boundary line and the Point of Beginning.

Catahoula/St. Martinville Zone Modifications

Grades PreK through 1st grade from St. Martinville attend from the current St. Martinville attendance zones that were in effect as of the 2015-2016 School Year.

The Catahoula attendance zone and that part of the St. Martinville attendance zone in grades 2 through 5 attend from the modified Catahoula attendance zone. The modified Catahoula zone is described as follows:

Commencing at the Point of Beginning at the current Parks and Catahoula attendance zones at intersection of eastern side of State Hwy. 347 and Parish Rd. 12 (St. John Field Rd.), thence northerly and generally easterly along the existing non-visible boundary of the Catahoula zone, thence northeasterly, easterly, southerly, and westerly along the existing Catahoula zone boundary to the intersection of the centerline of La. State Hwy. 96 (Catahoula Hwy.), thence southerly on La. State Hwy. 96 to the intersection with a drainage lateral south of La. State Hwy. 679 (Coteau Holmes Hwy.), thence easterly, southerly, southwesterly, and westerly along said drainage lateral to Francis Loop, thence westerly on both sides of Francis Loop to the intersection with La. State Hwy. 345 (Burton Plantation Hwy.), thence southerly on both sides of La. State Hwy. 345 for 0.35 miles thence continuing on the centerline of La. State Hwy. 345 to the intersection of a drainage lateral flowing into Pine Chute Coulee, thence westerly on said drainage lateral to the intersection of Pine Chute Coulee, thence northerly a short distance to an unnamed drainage lateral thence westerly along said drainage lateral to the intersection with an extension of Chuck St., thence westerly along both sides of Chuck St. to the intersection with Gerald St., thence westerly along both sides of Gerald St. to the intersection with the centerline of La. State Hwy. 347, thence northerly on La. State Hwy. 347 to the intersection with the centerline of State Hwy. 96 (Bridge St.), thence easterly on Bridge St., to the centerline of La. State Hwy. 347 (Resweber Hwy.),

thence northerly on Resweber Hwy. to the intersection with St. John Fields Rd. and the Point of Beginning. The remainder of the St. Martinville and Parks elementary attendance zones remain unchanged.

St. Martinville Middle School Attendance Zones

Those students attending the modified Catahoula attendance zone as described above shall attend St. Martinville Junior High in grades 6th through 8th. The St. Martinville Junior High attendance zone geographically incorporates the St. Martinville Early Learning Center/St. Martinville Primary attendance zone and the modified Catahoula attendance zone.

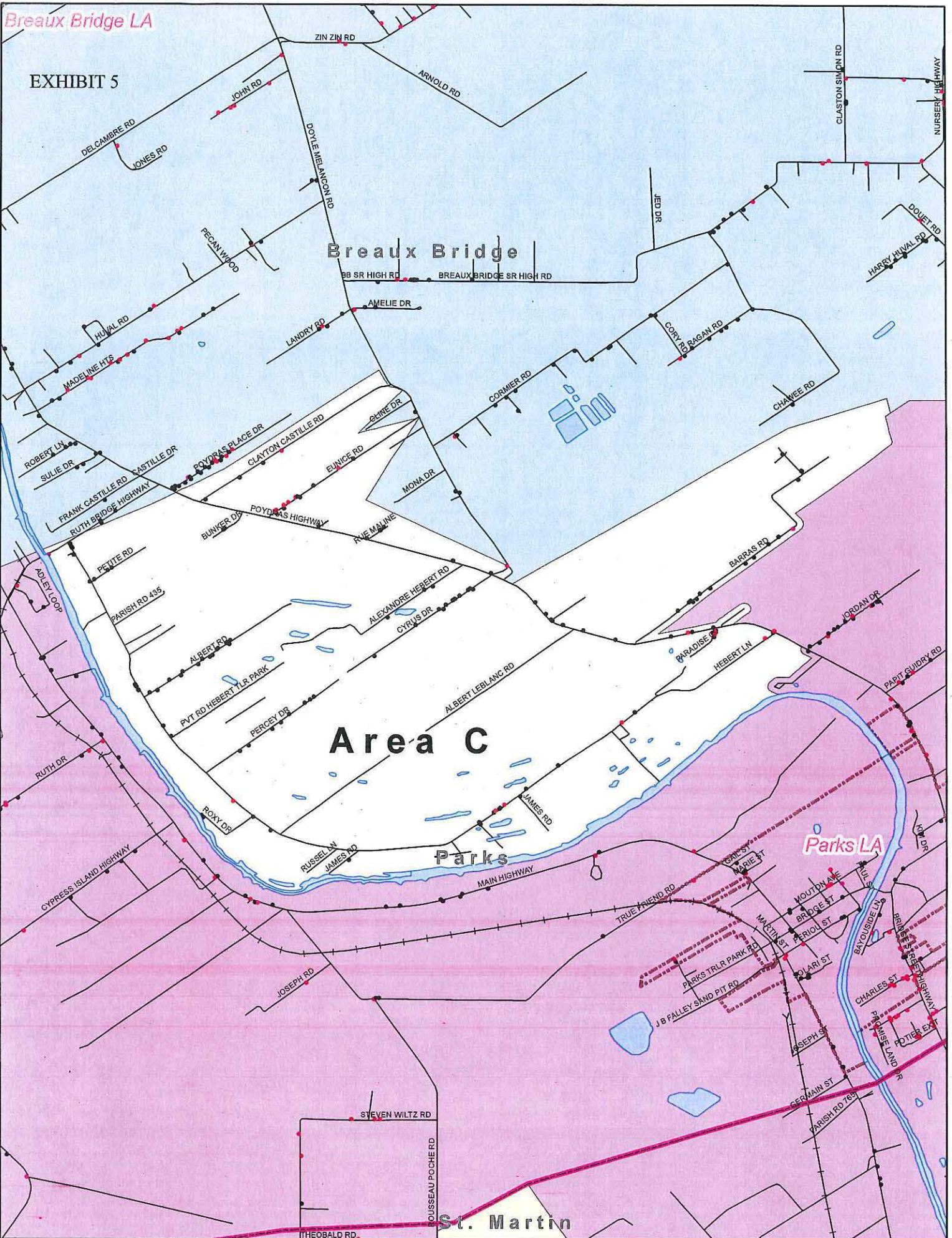
Other Attendance Zones

All remaining elementary, middle, and high school attendance zones remain unchanged.

*Drafted 1/20/2016
GPDS, LLC*

Breaux Bridge LA

EXHIBIT 5



Breaux Bridge

Area C

Parks

Parks LA

St. Martin

St. Martin Parish School Board Proposed Elementary School Zone Changes Catahoula/St Martinville/Parks Area

Revision 1

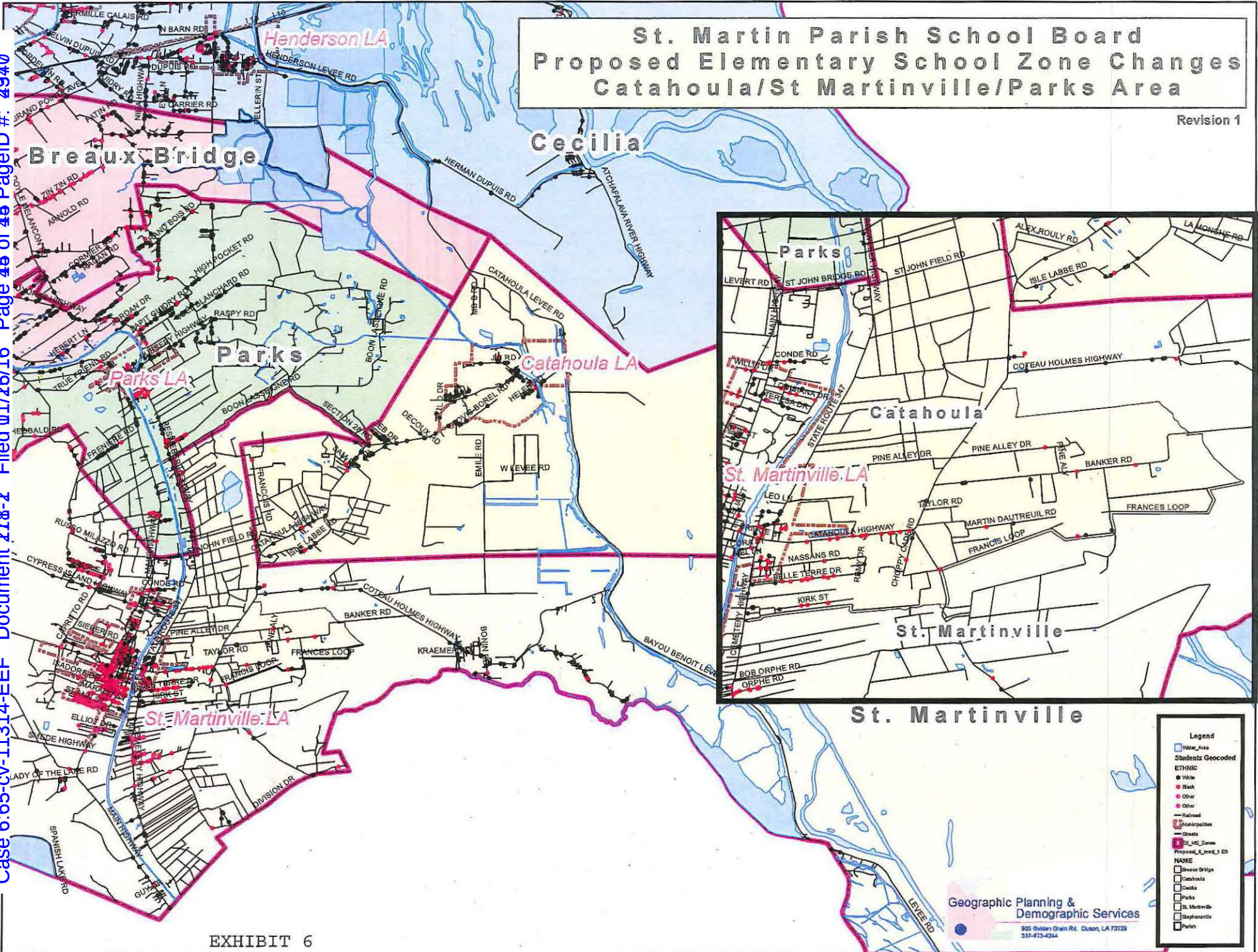


EXHIBIT 6

Geographic Planning &
Demographic Services

805 Golden Grain Rd. Duson, LA 70128
337-673-4344

ATTACHMENT B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

THERESA D. THOMAS, et al.,
Plaintiffs

*

*

*

UNITED STATES OF AMERICA,
Plaintiff-Intervenor

*

*

*

CIVIL ACTION NO. 6:65-cv-11314

vs.

*

*

ST. MARTIN PARISH SCHOOL
BOARD, et al.,
Defendants

*

*

*

*

JUDGE ELIZABETH E. FOOTE

CONSENT ORDER REGARDING
FACILITIES, FACULTY ASSIGNMENT, AND STAFF ASSIGNMENT

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I. INTRODUCTION

On September 23 and 24, 2015, Plaintiffs and Plaintiff-Intervenor, United States of America (“United States”), (collectively, the “Plaintiff Parties”) and Defendant, St. Martin Parish School Board (the “Board”), engaged in a good faith mediation conducted by the Honorable Karen Hayes, United States Magistrate Judge for the Western District of Louisiana. Pursuant to the agreement reached at this mediation, all parties have voluntarily agreed, as indicated by the signatures of their counsel below, to enter into the instant Consent Order regarding how to proceed with regard to facilities, faculty assignment, and staff assignment in the above-captioned matter.¹

Upon review of the agreed upon terms, set forth below, the Court concludes that the entry of this Consent Order is consistent with the Fourteenth Amendment to the Constitution of the United States of America, Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.*, and other federal law.

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

II. BACKGROUND

In 1965, Plaintiffs successfully sued the Board to enjoin its maintenance of *de jure* racially segregated schools.² In the same year, the parties agreed that a “freedom of choice” plan would govern student assignments.³ In 1969, however, the Fifth Circuit, following the United States Supreme Court’s decision in *Green v. School Board of New Kent County*,⁴ held that the freedom of choice plan operating in St. Martin Parish did not satisfy the obligations imposed by

¹ This Consent Order does not preclude the Plaintiff Parties from referencing and/or presenting evidence on historical facts and/or issues of (1) facility construction, siting, and abandonment; and (2) faculty and staff assignments that may relate to student assignment. Such references and/or evidence will not preclude the Board from seeking or achieving unitary status in the areas of facilities, and faculty and staff assignments pursuant to the dictates of the Consent Order.

² Doc. 1 at 1.

³ Doc. 25-1, Item 1 at 1-2.

the Constitution.⁵ On remand, this Court approved a school desegregation plan and ordered that it be implemented for kindergarten through eighth grade starting in September 1969 and for grades nine through twelve starting in the fall of 1970 (“1969 Decree”).⁶ The 1969 Decree called for the establishment of school attendance zones, pairing schools, desegregating faculty and other staff, creating a majority-minority (“M-to-M”) transfer policy, and the filing of periodic reports with the Court. In 1974, after nine years of active litigation, the case was placed on the inactive docket.⁷

In 2012, the district court determined that this case remains open.⁸ The Fifth Circuit affirmed that decision.⁹ On remand, the case returned to active litigation, and evidentiary hearings have been scheduled for January 19-21, 2016 and February 16-18, 2016.¹⁰

The St. Martin Parish School District (the “District”) currently serves over 8,000 students, and operates sixteen (16) schools, housing grades pre-kindergarten through high school. By grade level (elementary school, junior high school, high school), the Black proportion of enrollment ranged from 45% to 46% in the 2014-2015 school year.

Since 2012, the parties have engaged in extensive discovery—including document production, the submission of expert reports, multiple site visits, and depositions of Board members and personnel—to examine all of the St. Martin Parish School District’s operations. In conjunction with this comprehensive discovery, the parties have met numerous times to discuss concerns, clarify positions, and identify solutions. This Consent Order is the result of the parties’ collective settlement negotiations.

⁴ 391 U.S. 430 (1968).

⁵ *Hall v. St. Helena Parish Sch. Bd.*, 417 F.2d 801, 809 (5th Cir. 1969).

⁶ Doc. 25-3, Item 7, at 14-24.

⁷ Doc. 25-2 at 1-4.

⁸ Doc. 58.

⁹ Doc. 67.

¹⁰ Docs. 86 and 145.

III. LEGAL STANDARDS

The ultimate goal of every desegregation case, including this one, is the elimination of the vestiges of past segregation in all aspects of school operations to the extent practicable and, ultimately, a declaration that the school district has achieved unitary status.¹¹ Federal court supervision of a local school system is intended to remedy the constitutional violation and, after unitary status has been achieved, to return control of the school system to the locally elected Board.¹²

The United States Supreme Court has described six areas of operation that must be free from racial discrimination before full unitary status can be achieved: (1) student assignment; (2) faculty assignment; (3) staff assignment; (4) extracurricular activities; (5) facilities; and (6) transportation.¹³ Each of these “*Green* factors” may be considered individually, and a school district may achieve partial unitary status as to these factors one at a time such that federal judicial supervision is relinquished incrementally.¹⁴ A court may also consider other ancillary factors.¹⁵ In order to secure a declaration of unitary status as to any one (or more) of the *Green* factors, the Board must demonstrate, as to each specific factor, that it has complied in good faith with the desegregation decree for a reasonable period of time and that the vestiges of past discrimination have been eliminated to the extent practicable.¹⁶ For each area of operation, if the facts reveal no continued racial discrimination, and if the Board has made good faith efforts to comply with the desegregation decree and made affirmative efforts to eliminate the vestiges of the prior discrimination, this Court may declare that factor unitary, but retain continuing

¹¹ *Freeman v. Pitts*, 503 U.S. 467, 489 (1992).

¹² *Id.*

¹³ *Green*, 391 U.S. at 435.

¹⁴ *Freeman*, 503 U.S. at 489-91.

¹⁵ *Id.* at 492.

¹⁶ *Bd. of Educ. v. Dowell*, 498 U.S. 237, 249-50 (1991). *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).

jurisdiction over the remaining factors until such time as unitary status is achieved in the remaining areas.¹⁷

IV. AGREED REMEDIAL MEASURES REGARDING FACILITIES, FACULTY ASSIGNMENT, AND STAFF ASSIGNMENT

The parties have agreed to certain remedial measures designed to eliminate the vestiges of the prior discrimination and address the Plaintiff Parties' concerns regarding certain aspects of the Board's operations in the areas of facilities, faculty assignment, and staff assignment. The Court finds that the relief detailed below will address such concerns and, if fully and properly implemented over a reasonable period of time, will likely result in the achievement of unitary status and dismissal.

A. Facilities

1. Legal Standards

The 1969 Decree does not contain specific language regarding facilities, but the general injunction against discriminatory operations applies to facilities.¹⁸ In order to meet its constitutional obligation with regard to facilities, the Board must take corrective action to ensure that it maintains schools with "like" facilities,¹⁹ such that any differences in individual facilities are the product of factors unrelated to race.

2. Agreed Remedial Measures

The Plaintiff Parties challenged the Board's compliance with its desegregation obligations regarding facilities, citing concerns about the comparability of the Breaux Bridge Junior High School ("BBJH") facility to the St. Martinville Junior High School and Cecilia Junior High School facilities.²⁰ Although the Board disputes the conclusion that its actions

¹⁷ *Freeman*, 503 U.S. at 490-91.

¹⁸ *Singleton v. Jackson Mun. Separate Sch. Dist.*, 419 F.2d 1211, 1218-19 (5th Cir. 1970) (en banc).

¹⁹ *Swann*, 402 U.S. at 18-19.

²⁰ Breaux Bridge Junior High School's and St. Martinville Junior High School's student

relative to the BBJH facility constitute discrimination, it has nevertheless represented to the Plaintiff Parties and this Court that it has had plans in progress, including obtaining voters' approval of a bond issue, to address these facilities-related concerns and has agreed to implement those plans and other terms detailed below, in order to resolve the Plaintiff Parties' concerns regarding facilities. The Board has also represented to the Plaintiff Parties and this Court that the Board has won voter approval for each bond issue that it has sought in previous years. Thus, the parties have agreed that the full and proper implementation of the following remedial measures will likely lead to unitary status in the area of facilities:

- a. The Board will:
 - 1) seek voter approval of a bond issue which includes funding for the BBJH construction project, as described in paragraph 3 below, as top priority (to be funded before other projects);
 - 2) promote the bond issue with marketing similar to such prior successful bond issues as those approved by the voters in 2004, 2009, and 2013;
 - 3) if the bond issue passes, complete the BBJH construction project that includes construction and renovation projects as identified in Exhibit A, and as described below:
 - a) the construction of three (3) new classrooms will be added to Building I;
 - b) the construction of three (3) new classrooms and two (2) resource rooms will be added to Building H;

populations are predominately Black, and Cecilia Junior High School's student population is predominately white.

- c) the re-surfacing of the floors and re-painting of the walls of current classrooms in Buildings A, B, D, F, and I; and
 - d) the renovation of the gymnasium as identified and detailed in Exhibit B.
 - 4) if the bond issue fails, report to the Plaintiff Parties and the Court within forty-five (45) calendar days of the vote: (a) the outcome of the bond vote; (b) the Board's good faith efforts to promote the bond; and (c) the Board's understanding of the reason for the bond's failure;
 - 5) if the bond issue passes, provide the Plaintiff Parties with: (a) the BBJH construction project plan upon the completion of the plan and its approval by the Board; (b) periodic reports of progress on the BBJH construction project on a bi-monthly basis (i.e., every two months) to begin two months after that project's commencement; and (c) within forty-five (45) calendar days of final completion of the BBJH construction project, final completion notice of that project via photos, videos, and/or site visits;
 - 6) complete the addition of a pedestrian crossing light at Martin Street to the BBJH gymnasium, which shall be completed regardless of whether the bond issue passes.
- b. The Plaintiff Parties will provide to the Board specific written objections to the report or notice as required in subparagraphs 4 and 6(c) above within forty-five (45) calendar days of receipt of the report or notice; otherwise, such objections will be deemed waived and a presumption of

compliance with the terms set forth above will be applied. The parties will meet and confer (either via telephone, videoconference, or in person) about each objection within fourteen (14) business days of service of the objection. In the event that the parties reach an impasse as to either (a) whether an objection has merit, or (b) how to remedy any concerns raised in an objection, then any party may move the Court to resolve the dispute so long as the motion is made within forty-five (45) calendar days of the meet and confer.

- c. The Court's April 17, 2015 Order (Doc. No. 94) is modified and superseded so that it now only applies to projects that will increase functional capacity²¹ as follows:

The Board will provide reasonable notice to plaintiffs of all construction, maintenance, or renovation projects costing \$150,000 or more which include plans to increase the functional capacity of any particular school.²² Reasonable notice shall consist of notice of the project at least forty-five (45) calendar days prior to submitting the project for bids. This notice requirement will apply to all construction, maintenance, and renovation projects costing \$150,000 or more that increases the functional capacity of a school.

The Board's notice shall include a description of the project by school name, description of the anticipated work, and anticipated cost; and an explanation regarding the anticipated impact of the construction, maintenance, and/or renovation on the Board's affirmative desegregation obligations, specifically describing in detail how the project either furthers or does not adversely impact the desegregation process.

If either of the plaintiffs object to the noticed project, the objecting party must provide a written objection to the Board with specific supporting reasons within forty-five (45) calendar days of the Board's notice. In the event such written objection is received, the Board may not go forward

²¹ For the purposes of this paragraph, functional capacity shall mean the total number of students who can be served in the facility. *Cf. Swann*, 402 U.S. at 20-21; *Singleton*, 419 F.2d at 1218.

²² The Plaintiff Parties reserve the right to seek notice and further relief as to construction, maintenance, or renovation projects that increase the functional capacity of a school (e.g., the decision to use a janitor's closet or a storage room as a classroom).

with the noticed project until either the parties resolve the matter by agreement achieved through good faith negotiations or until the Board obtains approval of the Court. In the case of an objection, any party may seek Court intervention for resolution of the conflict. In the event no written objection is received from either plaintiff within forty-five (45) calendar days of the submission of the notice, any objection will be waived and the Board shall notify the court of such and may proceed with the noticed project without further delay. In the event that a motion is filed with the Court seeking consideration of such a matter, the parties agree to consent to expedited review by the Court.

This April 17, 2015 Order (Doc. No. 94) will continue to be effective, as modified above, until the Court declares that the Board has achieved unitary status in the area of student assignment (regardless of whether or not the Court has declared that the Board has achieved unitary status in the area of facilities). However, the fact that the April 17, 2015 Order (Doc. No. 94), as modified, remains operative shall not prevent the Court from declaring that the Board has attained unitary status in the area of facilities.

3. Final Termination

The parties agree that full compliance with Section IV.A.2 will support a finding that the District has complied in good faith with both the letter and spirit of the orders governing this matter as they pertain to facilities, and that the vestiges of segregation in the area of facilities have been eliminated to the extent practicable.²³ The Board may move for a declaration of unitary status and dismissal and/or the Plaintiff Parties may move for further relief on the issue of facilities no sooner than ninety (90) calendar days after either: (a) the completion of the BBJH construction project; or (b) the failure of the bond seeking to procure funding for that project. The applicable provisions of the Federal Rules of Civil Procedure and the Local Rules of this Court will apply to any such motions. In the absence of a motion in opposition to unitary status, a motion to enforce the Consent Order or a motion for further relief by either of the

²³ See *Freeman*, 503 U.S. at 485.

Plaintiff Parties, and subject to the Court's ruling that the District is in compliance with this Consent Order, Title IV of the Civil Rights Act of 1964, and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, then the Court may declare the District unitary as to facilities and dismiss this case as to facilities.

B. Faculty Assignment and Staff Assignment

1. Legal Standards

The 1969 Decree contains the following language regarding faculty and staff assignment:

The Parish School Board shall announce and implement the following policies:

1. The principals, teachers, teacher aides and other staff who work directly with children at a school shall be so assigned for the school year 1970-71 and subsequent years that in no case will the racial composition of a staff indicate that a school is intended for Negro students or white students.

The school district shall, to the extent necessary to carry out this desegregation plan, direct members of its staff as a condition of continued employment to accept new assignments.

2. Staff members who work directly with children, and professional staff who work on the administrative level will be hired, assigned, promoted, paid, demoted, dismissed and otherwise treated without regard to race, color, or national origin, except to the extent necessary to correct discrimination.²⁴

These provisions are in line with the basic standard of review for these factors: (1) the school level faculty and staff assignments at any given school must not indicate that the school is intended for one race; and (2) both the teachers and other staff who work directly with children and the professional staff must be hired, assigned, promoted, paid, demoted, dismissed, and otherwise treated without regard to race, color, or national origin.²⁵

2. Agreed Remedial Measures

Plaintiffs and the United States have expressed concerns with the recruiting and hiring

²⁴ Doc. 25-3, Item 11, at 22.

process utilized by the Board as well as the diversity of faculty²⁶ and staff²⁷ assignments by school. Although disagreeing with the conclusion that it has not already achieved unitary status with regard to faculty and staff assignment, the Board has agreed to the terms below in order to resolve the faculty assignment and staff assignment issues.

The parties have agreed to the following terms as an appropriate remedial measure designed to achieve unitary status in the areas of faculty assignment and staff assignment:

- a. The Board will:
 - 1) set a “diversity goal”²⁸ to ensure that the ratios of Black-to-white faculty and staff, respectively, in each school are within the plus or minus 15% range of the Black-to-white faculty and staff ratio by K-5, 6-8, and 9-12 grade levels in the entire school system with a minimum of 10% Black faculty and staff at each of the respective schools;
 - 2) implement the Recruiting Plan, attached here as Exhibit C;
 - 3) implement the Employment Procedures, attached here as Exhibit D;²⁹
 - 4) encourage, offer, and, in some instances, require transfers and

²⁵ *Singleton*, 419 F.2d at 1218.

²⁶ For purposes of the diversity goals, faculty is defined as teachers and shall include any instructor required to have a certificate by the State of Louisiana, including but not limited to classroom teachers, librarians, and counselors.

²⁷ For purposes of the diversity goals, staff is defined as principals, assistant principals, deans, other school-level administrators, and other school-level staff who work directly with children, e.g., paraprofessional teacher aides, speech pathologists, etc.

²⁸ The parties agree and the Court finds that the Board’s implementation of the measures provided are reasonable means to work toward the diversity goal. Failure to meet the goal alone will not prevent a finding of unitary status. *See Anderson v. Sch. Bd. of Madison Cnty., Ms.*, 517 F.3d 292, 303 (5th Cir. 2008) (failure to satisfy ratio goal did not prevent unitary status where evidence supported compliance with obligations).

²⁹ As provided in the Employment Procedures and the Recruiting Plan, the Director of Human Capital shall be responsible for directing and monitoring the implementation of the Employment Procedures and the Recruiting Plan. The Director of Human Capital is authorized to delegate, as necessary and appropriate, such duties required to accomplish this task.

assignments to meet the diversity goal of faculty and staff assignments at each of the respective schools³⁰;

- 5) will file with the Court reports, as follows:
 - i. an annual Recruiting Report which shall be filed by May 15th of each year and include the information reflected in “Attachment A” of the Recruiting Plan (Exhibit C);
 - ii. an annual “Faculty and Staff Report” which shall include (a) the number of faculty and staff per job category and by race at each school; and (b) the self-assessment of progress toward the diversity goal at each school, as prepared by each principal in declaration form, which shall identify the school employment numbers, including the number of faculty and staff by position and race, and shall state whether the school falls within or outside of the diversity goal, and describe the reasonable steps taken to address the failure to meet the diversity goal; and
 - iii. an annual “Employment Report” which shall include: (a) all vacancies with copies of published advertisements; (b) for each vacancy by school, the name and race of each applicant, interviewee, hire, and intra-district transferee; (c) documentation of all offered and encouraged intra-district transfers and assignments, with all information to be provided by race and school; and (d) the reasons the employee accepted or refused a transfer.
- 6) file with the Court the above reports on the following dates and for

³⁰ The Employment Reports will include documentation of all offered and encouraged inter-district transfers and assignments along with the reasons the employee was accepted or denied.

the designated periods:

- i. within thirty (30) calendar days of the entry of this consent order:
 - Faculty and Staff Report (as of October 1, 2015)
 - Employment Report (as of October 1, 2015)
- ii. May 15, 2016
 - Recruiting Report (for school year 2015-2016)
- iii. October 15, 2016
 - Faculty and Staff Report (for school year 2016-2017)
 - Employment Report (for school year 2016-2017)
- iv. May 15, 2017
 - Recruiting Report (for school year 2016-2017)
- v. October 15, 2017
 - Faculty and Staff Report (for school year 2017-2018)
 - Employment Report (for school year 2017-2018)
- vi. May 15, 2018
 - Recruiting Report (for school year 2017-2018)
 - Faculty and Staff Report (for October 1, 2017 to May 1, 2018)
 - Employment Report (for October 1, 2017 to May 1, 2018)
- 7) include with the May 15, 2018 Recruiting Report an up-to-date

Employment Report that covers the period of time from October 15, 2017 to May 1, 2018 and includes all of the information detailed in Section 2(a)(4)(iii) above;

b. Specific written objections by the Plaintiff Parties to the Recruiting Reports, Faculty and Staff Reports, and the Employment Reports, including objections related to the Board's compliance with the diversity goal, shall be submitted within forty-five (45) calendar days of receipt of each report or such objections will be deemed waived and a presumption of compliance for the preceding one-year reporting period will be applied. This provision will not be applicable to the initial reports required in subparagraph 6(i) above. The parties will meet and confer (either via telephone, videoconference, or in person) about each objection within fourteen (14) business days of service of the objection. In the event that the parties reach an impasse as to either (a) whether an objection has merit, or (b) how to remedy any concerns raised in an objection, then any party may move the Court to resolve the dispute so long as the motion is made within forty-five (45) calendar days of the meet and confer.

3. Final Termination

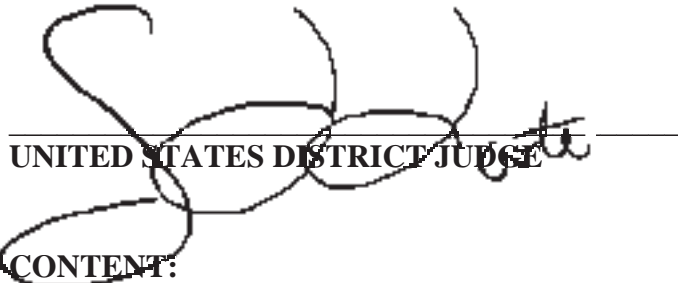
The parties agree that full compliance with Section IV.B.2 will support a finding that the District has complied in good faith with both the letter and the spirit of the orders governing this matter as they pertain to faculty and staff, and that the vestiges of segregation in the areas of faculty and staff assignment have been eliminated to the extent practicable.³¹ Ninety (90) calendar days subsequent to the Board filing a complete May 15, 2018 report, the Board may move for unitary status and dismissal on faculty and staff assignment and/or the Plaintiff Parties may move for further relief or to enforce the Consent Order on faculty and staff assignment. The applicable provisions of the Federal Rules of Civil Procedure and the Local Rules of this Court will apply to any such motion. In the absence of a motion in opposition to unitary status, motion

to enforce the Consent Order or motion for further relief by the Plaintiff Parties, and subject to this Court's ruling that the District is in compliance with this Consent Order, Title IV of the Civil Rights Act of 1964, and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, then the Court may declare the District unitary with respect to faculty and staff assignment and dismiss this case as to faculty and staff assignment.

V. CONTINUING JUDICIAL SUPERVISION

The parties agree and the Court finds that this Court shall retain jurisdiction for purposes of monitoring and enforcing compliance with the terms of this Consent Order until such time that the Court declares the Board unitary and finally terminates the pending injunction relative to the Board's operations in the areas of facilities and/or faculty and staff assignment, respectively.

HEREBY ORDERED, ADJUDGED, AND DECREED, this the 28th day of December, 2015.


UNITED STATES DISTRICT JUDGE

APPROVED REGARDING FORM AND CONTENT:

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³¹ See *Freeman*, 503 U.S. at 485.

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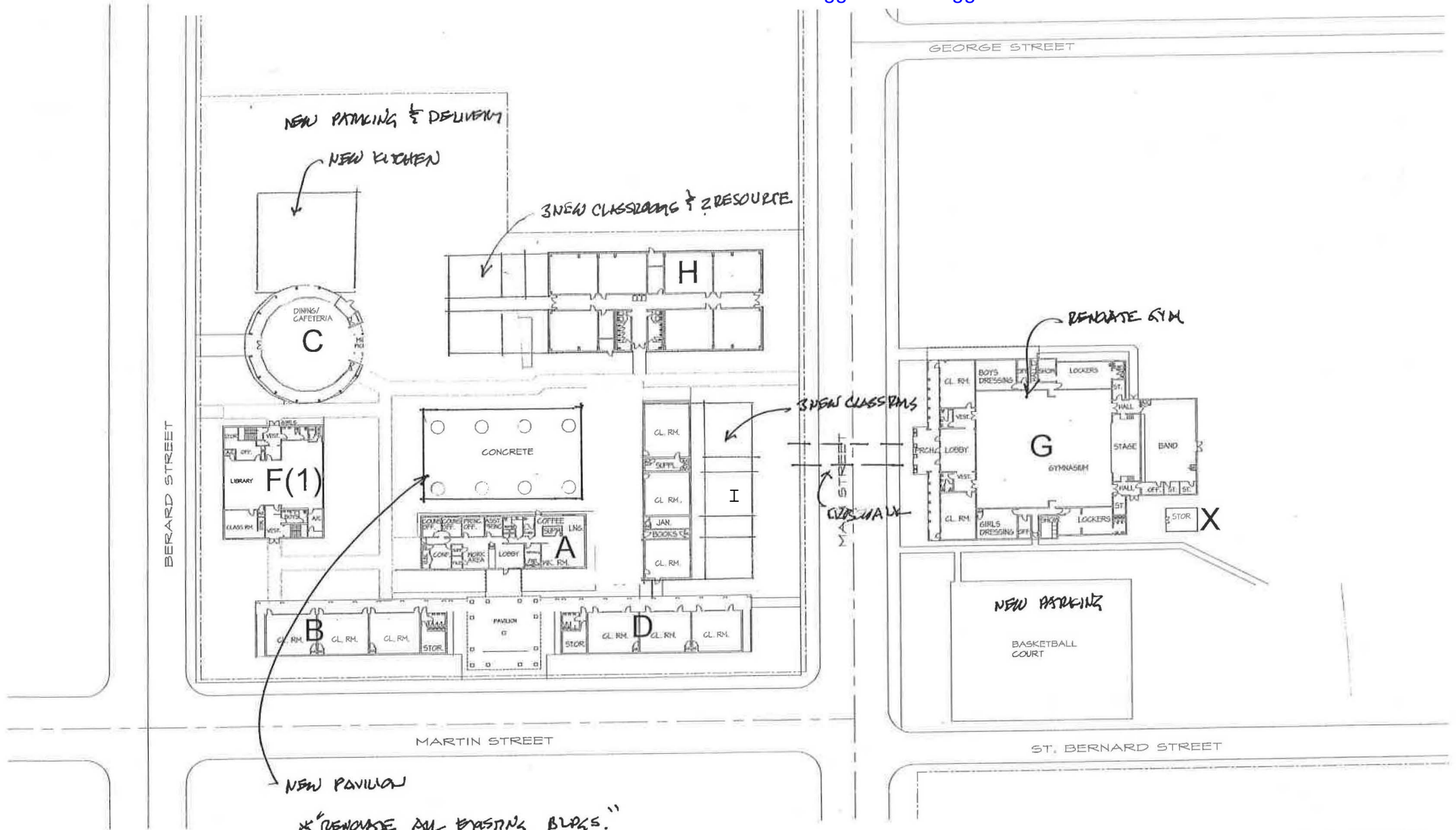
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BREAUX BRIDGE JR HIGH
 EXISTING PLAN

SCALE: 1" = 30'-0" (24X36 SHEET)
 DO NOT SCALE DRAWING - FIELD VERIFY ALL DIMENSIONS

BREAUX BRIDGE JR. HIGH SCHOOL RENOVATIONS
 FOR
 FOR ST. MARTIN PARISH SCHOOL BOARD

Poché Prouet Associates
 L I M I T E D
 ENGINEERS • ARCHITECTS
 PROJECT MANAGERS • INTERIORS

188 Central Street, Suite 200
 Lafayette LA 70501

proj. no. 15-08000
 date AUG 3 2015
 designed by
 drawn by
 checked by
 revised
 plot date 11-23-15

sheet no.
A
 1 of 3 sheet

BREAUX BRIDGE JUNIOR HIGH SCHOOL

GYMNASIUM RENOVATIONS

1. Locker Rooms
 - a. Replace existing lockers with new lockers.
 - b. Replace existing benches with new benches.
2. Bleachers - Replace existing bleachers with new telescoping bleachers.
3. Windows and Doors
 - a. Repair or replace window and door frames.
 - c. Replace or refurbish all window and door hardware.
4. Gymnasium Floor - Refinish the gymnasium's wood flooring.
5. Gymnasium Ceiling - Refinish the gymnasium's ceiling.
6. Gymnasium Lighting - Install new lighting in the gymnasium.
7. Interior - Repaint all interior walls.

St. Martin Parish School District

Department of Human Capital

Teacher Recruitment Plan

**ST. MARTIN PARISH SCHOOL DISTRICT
Department of Human Capital**

TEACHER RECRUITING PLAN

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ST. MARTIN PARISH SCHOOL DISTRICT
Department of Human Capital

Teacher Recruitment Plan

The St. Martin Parish School District is looking for great teachers! The Board and Administration desire to provide all students with highly effective teachers who represent the community and who will respond to the District's changing needs.

Purpose

The Recruitment Plan shall guide the Administration in the recruitment of teachers who are qualified and committed to being part of the District's team of teachers, administrators, and staff dedicated to providing a quality education to all of the District's students.

For purposes of this Recruitment Plan, "teachers" shall include any instructor required to have a certificate by the State of Louisiana, including but not limited to classroom teachers, librarians, counselors, band directors, etc.

Goals

Equal Employment Opportunities

The first goal of the Recruitment Plan is to advance the Board's policy of providing all persons, regardless of race, color, national origin, sex, age, disability, religion, or veteran status, with an equal opportunity to secure employment as a teacher in the District.

Diversity Goals

The second goal of the Recruitment Plan is to provide recruiting methods that will advance the diversity goal adopted in the District's desegregation case, *Thomas v. St. Martin Parish School Board*, Civil Action No. 65-11314 (W.D.La.), which states:

The Board will ... set the "diversity goal" of seeking, in good faith, to ensure that the ratios of black-to-white faculty and staff in each school are within the plus or minus 15% range of the black-to-white faculty and staff ratio by grade in the entire school systems; with a minimum of 10% black faculty and staff at each of the respective schools....

For purposes of these goals, faculty is defined as teachers and staff is defined as principals, assistant principals, other deans and school-level administrators, librarians, counselors, paraprofessional teacher aides, and other school-level certified staff.

Implementation

The Director of Human Capital (the "Director") shall be responsible for directing and monitoring the implementation of the Recruitment Plan. The Director is authorized to delegate, as necessary and appropriate, such duties required to accomplish this task. The Director is required to report to the Superintendent and the Board, as requested, regarding the implementation status.

The District's Superintendent, Principals, and other participating staff shall be responsible for completing the particular tasks assigned to them, respectively, and to make such reports as necessary in furtherance of the goals of the Recruitment Plan.

THE RECRUITMENT PLAN

I. The District

The St. Martin Parish School District is a highly diverse and innovative school system with 1 Early Learning Center, 4 Primary schools, 2 Elementary schools, 4 middle schools, 3 high schools, 1 technical center, 1 Alternative site and 2 Pre-K – 8 schools. The District employs approximately 25 administrators, 650 teachers, and 425 classified staff. The District's community location in south central Louisiana affords a welcoming small-town atmosphere, an innovative environment, and a variety of unique teaching opportunities.

II. The Candidate

The Administration seeks candidates who are not only certified and have a record of or capability of becoming highly effective teachers in general but those who are also an excellent match for the District and for the assigned school. Some of the preferred qualities that will make a candidate among the most desired for the District's teaching positions include the following:

- An unwavering commitment to the success of all students as well as a dedication to meeting the differentiated needs of student groups.
- A desire to serve and a drive to pursue excellence in their work.
- A commitment to life-long learning and a willingness to actively participate in professional learning communities.
- A capacity and commitment to using and fostering the use of technology.
- The appropriate certification and endorsements for the position at the time of employment.
- An appreciation of diversity - Because the District's student population is diverse and includes students who speak several different languages, the Administration seeks similarly diverse teachers. It is imperative that all candidates view the diversity of the District as an asset and seek to celebrate the various cultures that make the District so rich.
- A commitment to serve without discrimination on the basis of race, religion, gender, disability, or any other legally protected status and in compliance with federal and state laws as well as with the District's policies and practices.

III. The Search for Candidates

As current teachers retire or otherwise leave the District, the Administration must seek and actively recruit highly qualified, effective candidates for every vacancy. The Administration's recruitment efforts will focus on building a diverse cadre of highly qualified candidates, not just for current vacancies, but also for future opportunities. The forums and venues for candidate recruiting will vary, but the screening process must be consistent and rigorous for all candidates.

A. Involvement of District Personnel

- The Superintendent is charged with oversight of all recruiting activities to ensure compliance with the terms and spirit of this Recruiting Plan.
- The Director of Human Capital is charged with the task of implementing this Recruiting Plan and engaging all necessary contributing parties to the process.
- Principals and Central Office Administrators will be key participants in the recruiting, screening, interviewing, and evaluation process, as appropriate, and will be involved in the recommendation of candidates to the Superintendent.
- The feedback of the involved Administrators on the candidates and the recruitment process as well as their commitment to the characteristics of an ideal District candidate are fundamental to the success of this recruitment plan.

B. Involvement of Community Partners

- The Administration is charged with developing pipelines that provide sourcing of candidates for regularly available subject areas as well as hard-to-fill areas. To fulfill this challenge, it is essential that the Administration continue to include community and business partners in recruitment efforts - they know they needs of the area and have access to many qualified candidates.
- The Director of Human Capital will be responsible for providing recruiting packets and/or other recruiting documents to the various community partners.

D. Other Recruiting Tools

The District's Human Capital Department will pursue innovative and effective recruiting tools to assist the Administration in attracting desirable candidates. These tools will include advertising and college recruiting trips, as described below, but may also include the following.

- Human Capital will work with the Technology Department to develop a recruitment video that highlights the benefits of working for the St. Martin Parish School Board. The video will highlight the characteristics that make this area of the country so desirable, the successes of the school system, and the opportunities that exist in working with a culturally rich student population. This video will be posted on the Board website, with a link embedded in posted recruitment materials.
- Human Capital will revise and publish brochures, flyers, and print ads to update language reflective of the recent successes of the system.
- Human Capital will share the recruiting tools and other positive resources with the District's community and business partners, university partners, educational foundations, and other persons, groups, and entities that are determined to provide assistance in the sourcing of desirable teaching candidates.

IV. Recruiting Activities

Certificated teachers represent the greatest number of District hires each year. The key to hiring effective certificated teachers is to advertise, interview, and hire early. The recruiting process is designed to address this. The following activities will be included in the recruiting process.

A. Advertisement of Vacant Teaching Positions

The Division of Human Capital actively recruits for positions through multiple advertising venues, which should include but may not be limited to the following.

- All vacancies will be posted on the Board's website until the position is filled. The posting will include, but may not be limited to: job description, and a close date or an initial screening deadlines.
- Vacancies also will be advertised in print publications as appropriate. These sources include The Teche News.
- Vacancies will be advertised on the website teachlouisiana.net and via a national publication (electronic or otherwise) specializing in the recruitment of minority teachers (such as the NEMNET Minority Recruitment Network (NEMNET.com) or Diversity in Ed (diversityrecruitmentpartners.com)).
- Email notice of vacancies will be sent to regional historically black colleges and universities.
- Email notices of vacancies will be sent to all employees.
- The following will also be posted on the Board's website:
 1. Upcoming recruitment events;
 2. The characteristics of the ideal District teacher candidate;
 3. A copy of this recruiting plan;
 4. Instructions on how to apply for a position;
 5. An application form; and/or
 6. Any other pertinent recruiting information, as necessary.

B. Recruiting Trips

1. Pre-Recruitment Trip Activities

Whenever possible, Human Capital will complete all pre-recruitment work during January and the first 2 weeks of February. The work will include, but may not be limited to, the following:

- Finalize recruitment trip details;
- Post list of trips on the Board's website;
- Revise and publish recruitment brochures, fliers, and videos;
- Revise and finalize all screening materials and data tools;
- Finalize Letters of Commitment;
- Share opportunities to serve as district representatives with administrators and hiring managers;
- Register administrators and hiring managers for recruitment trips; and/or
- Provide a required, comprehensive training for those serving as recruitment representatives.

2. Recruitment Trips

In terms of new teachers, many are finishing their teacher preparation programs in May; however, it is beneficial to interview and screen in early spring and offer these promising teachers Letters of Intent. Thus, most recruitment trips will be scheduled during February, March, and April to facilitate this process.

The Human Capital Department will schedule recruiting trips, as finances permit, to a variety of public and private universities, including historically black institutions, all of which have reported a significant number of available teacher graduates. The universities which have traditionally been included in the recruiting trip schedule are identified in the attached sample plan. The selection of universities for any given year, however, may change due to past student participation and/or success realized.

Recruiting trips will be selected with consideration of the following purposes:

- To obtain access to the most candidates in the most efficient and effective venues, including consideration of number of teaching graduates reported by the participating universities and the financial cost of the fees charged and of the travel expenses;
- To obtain access to candidates who are qualified for hard-to-fill areas and for areas of specific current needs;
- To obtain access to high quality and a reasonable number of candidates (considering prior experience at the venue); and
- To obtain access to a diverse pool of candidates.

C. The District's Career Fair

The District will continue to conduct an annual Career Fair during the second half of March or April, depending on state testing and date of the Teacher Job Fair hosted by the local university, The University of Louisiana at Lafayette.

D. Early Access to University Students

Human Capital will work toward developing relationships with university contacts to gain access to qualified candidates as early as possible to facilitate active recruitment of those candidates.

E. Contact with District Graduates

Human Capital will maintain contact with District graduates who are in teacher preparation programs. The District recognizes the current trend that District graduates will be more likely to return home to teach. High school Principals will be instrumental in obtaining the names and contact information for graduating students who are planning on entering teacher education programs. The Seniors are also encouraged at their Senior meetings to consider teaching and to remain in St. Martin.

Students of the Year who express an interest in teaching are also encouraged to stay in touch with Human Capital and will be provided with recruiting packets, which will include contact information.

St. Martin will continue to provide a scholarship to three students per year, one at each high school, who enter a teacher preparation program.

F. Contact with Student Teachers

An additional strategy will be to identify strong student teachers assigned to the District and offer those students letters of intent after completion of their practicum.

G. Networking with Recruiting Companies

Human Capital will, when possible and financially practical, utilize the services of independent recruiting companies in Louisiana and/or other states as a source for locating teachers for both general areas and hard-to-fill.

H. Networking among Human Resource Personnel

Human Capital will nurture relationships with other human capital educational recruiters and directors as these connections may yield information about qualified and experienced teachers who are seeking to live closer to home, desire a change of teaching assignment, or seek to work in a more diverse district.

V. The Employment Process

The goal of this Recruiting Plan is to employ highly qualified certified teachers. The Employment Procedure adopted by the Department of Human Capital shall be utilized in the employment of teachers. The following considerations will apply to the employment process.

- All teacher vacancies should be filled by the end of June.
- If an internal candidate seeks another position within the District, he or she may apply and interview for that vacancy by May 30. After that date, there will be no internal transfers.
- After identifying desirable candidates, all potential teacher hires must be personally interviewed and evaluated before being offered a Letter of Intent.
- The Administration will develop and utilize a screening tool that will assist in identifying the preferred candidate characteristics to be used in the interview and evaluation.
- The Letter of Intent will include a stipulation that satisfactory references be received before a candidate may be hired.
- All teachers will be hired in accordance with the applicable laws of the State of Louisiana.
- All teachers will be employed and assigned in a non-discriminatory manner; however, to the extent that employment and assignment may further the diversity goals, the race of an applicant/employee may be considered as long as the such goals are employed under the auspices of the District's desegregation orders.

VI. Measures of Effectiveness

A. Data Gathering

1. The Director of Human Capital will gather data during each recruitment trip and prepare a report for each trip in the general format of the sample included at Attachment 1 to this Plan. That report will include, but may not be limited to, the following, all by race:
 - Number of candidates met;
 - Areas of specialty;
 - Interview scores; and
 - Follow-up plans (e.g., obtain resume, interview, check references, etc.).

2. The Director of Human Capital will also gather and maintain proof of advertisements and other recruiting activities.
3. The Director of Human Capital will maintain all documentation for a period of at least 3 school years.

B. Data Analysis

At the conclusion of the recruitment season, the Director of Human Capital will review the data and collate it into a chart that synthesizes the results of each trip into a trip report, developing an analysis of the overall effectiveness of the recruitment plan and time line as well as an individualized analysis of each recruitment trip, advertising method, and other recruiting tools. The participating Administrators will provide a written assessment of the value of the particular activity in attaining the goal of accessing qualified teachers in reasonable numbers to make the trip an asset to the recruiting process.

C. Evaluation

The Director of Human Capital and staff designated by him will review the recruitment reports and other related data within a reasonable period after the report is finalized for the recruitment season(s) and will make suggestions for revisions periodically, as necessary. In addition, the Director of Human Capital will to gather feedback from all Principals and other involved Administrators regarding any proposed revisions to the plan. The suggestions and feedback will be incorporated into revisions to the recruitment plan, as appropriate.

D. Reporting

The Director of Human Capital will be responsible for producing a Recruiting Report for filing in the desegregation case on or before May 15th of each year beginning in 2016 and continuing as long as required by the District's desegregation order. The contents of the Recruiting Report must include the information provided in Attachment B.

ST. MARTIN PARISH SCHOOL DISTRICT

Recruiting Report

The following information, with documentation as stated, must be included in the annual Recruiting Report.

Each Recruiting Report period shall be from May 1 to April 30 each year.

A. Advertisements

1. Copies of all published advertisements of teacher position vacancies, including from newspapers, online services, and the Board's website.
2. Copies of all email notices of vacancies sent to historically black colleges and universities.
4. Copies of all email notices of vacancies sent to employees.
5. Copies of all required postings from the Board's website.

B. Recruitment Trips

1. Copies of all Recruiting Trip Reports.
2. Summary of the written assessments of the Recruiting Trips provided by the participating administrators.

C. Other Recruiting Activities

Written narrative report identifying and describing all other recruiting activities.

D. Assessment of Recruiting

Written narrative report providing an assessment of the success of the various recruiting activities in consideration of (1) how many qualified applicants were gained from the activity; (2) how many offers were made and accepted as a result of the activity; and (3) the impact of the activity on the diversity goal.

ST. MARTIN PARISH SCHOOL DISTRICT

Department of Human Capital

Administrative Procedures

EMPLOYMENT OF TEACHERS

ST. MARTIN PARISH SCHOOL DISTRICT

Department of Human Capital

Administrative Procedures

EMPLOYMENT OF TEACHERS

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ST. MARTIN PARISH SCHOOL DISTRICT

Department of Human Capital

Administrative Procedures

EMPLOYMENT OF TEACHERS

The St. Martin Parish School Board implements a long-standing policy of equal employment opportunity.

All applicants for employment shall be provided the same opportunity to be recruited, to submit applications, to be interviewed, and to be employed without discrimination on the basis of race, color, national origin, sex, age, disability, religion, or veteran status.

Board Policy GAAA

I. Purpose

The following process shall guide the Administration in the employment of teachers for all schools in the St. Martin Parish School District.

For purposes of these procedures, “teachers” shall include any instructor required to have a certificate by the State of Louisiana, including but not limited to classroom teachers, librarians, counselors, band directors, etc.

II. Goals

A. Equal Employment Opportunities

The first goal of this Administrative Procedure is to comply with the Board’s policy of providing all persons, regardless of race, color, national origin, sex, age, disability, religion, or veteran status, with an equal opportunity to secure employment as a teacher in the District.

B. Diversity Goals

The second goal of this Administrative Procedure is to provide a mechanism by which the administrators who hire and assign teachers in the District may further the diversity goal adopted in the District’s desegregation case, *Thomas v. St. Martin Parish School Board*, Civil Action No. 65-11314 (W.D.La.), which states:

The Board will ... set the “diversity goal” of seeking, in good faith, to ensure that the ratios of Black to White teachers and other staff who work directly with children in each school are within the plus or minus 15% ranges of such ratio for teachers and other staff, respectively, in the entire school systems; with a minimum of 10% black faculty and staff at each of the respective schools....

III. Implementation

A. Responsibilities of the Director of Human Capital

The Director of Human Capital (the “Director”) shall be responsible for directing and monitoring the implementation of this Administrative Procedure. The Director is authorized to delegate, as necessary and appropriate, such duties required to accomplish this task. The Director is required to report to the Superintendent and the Board, as requested, regarding the implementation status.

B. Responsibilities of the Principal, Superintendent, and Others

The District’s Principals and the Superintendent shall be responsible for completing the particular tasks assigned to them, respectively, in this Administrative Procedure. The Principal and the Superintendent are not authorized and may not delegate these particular duties but may direct the assistance of other administrators or staff as necessary to accomplish those duties. The Principals are required to report to the Director of Human Capital as provided in this Administrative Procedure and to promptly respond to requests from the Director, the Superintendent and/or the Board regarding such duties.

Other administrators, faculty, or staff who are appointed to serve on an interview committee shall be responsible for complying with the provisions of this Administrative Procedure and for responding promptly to any requests from the Director, the Superintendent, and/or the Board for reports or other information regarding such duties.

IV. Recruiting Plan

The Administration will implement the process for recruiting teachers as set out in the Recruiting Plan, as approved by the Superintendent.

V. Procedure

A. Receipt of Applications

The District receives applications from prospective teachers in three (3) general manners: 1) during the recruiting season at job fairs; 2) unsolicited inquiries for general consideration rather than specific positions; and 3) in response to notices for specific job vacancies. Both the principals and the Director of Human Capital have specific responsibilities in each of those scenarios, as follows.

1. Job Fairs

During the spring of each year, the Administration will participate in university-based job fairs, as provided in the Recruiting Plan. At these job fairs, principals and the Director of Human Capital will have responsibilities related to the employment process, including but not limited to the following:

a. Principal

- 1) Provide written notice to the Director of Human Capital as soon as possible upon receipt of notice of resignation or retirement of teachers for the next year;
- 2) Attend the job fairs, if possible and if in need of new teachers due to resignation/retirement losses;
- 3) Participate in pre-scheduled interviews and otherwise as requested by applicants during the job fair, utilizing a standard interview score sheet; and
- 4) Follow-up on all interviews, resumes, and applications as coordinated by the Director of Human Capital.

b. Director of Human Capital

- 1) Ensure that the job fairs are attended by the principals with the greatest need for new teachers and by a reasonable number of diverse administrators from representative grade level schools;
- 2) Ensure that the staff adheres to the interview schedule and process;
- 3) Collect all interview sheets and other documents received from potential teachers/applicants and, from such documentation, prepare a report regarding each applicant (qualifications, interview results, etc.);
- 4) Distribute the potential teachers/applicants report for each job fair to all principals; and
- 5) Maintain the potential teachers/applicants files for consideration upon vacancies for which they are respectively qualified.

2. Unsolicited Inquiries/Applications

In the event an unsolicited inquiry/application is received, that inquiry/application will be forwarded to the Department of Human Capital to be pre-screened and maintained for consideration upon vacancies for which the applicant is qualified.

3. Solicitation upon Vacancies

When a particular vacancy is noticed, the Director of Human Capital will ensure that the Administration first considers and does make requests for internal voluntary transfers in the event such a transfer may assist in creating a more diverse faculty at the school where the vacancy exists. Otherwise and in all cases the employment process shall abide by the above-stated policy of equal employment opportunity in implementing the following process when a vacancy exists:

- a. Principal - As soon as possible after learning of a vacancy or an impending vacancy, the principal will provide notice to the Director of Human Capital of the position and date of vacancy.
- b. Director of Human Capital - Upon receiving notice of a vacancy or an impending vacancy, the Director will ensure that following postings and notices of all position, application, and deadline requirements are accomplished:
 - 1) Post on District's website;
 - 2) Post on www.teachlouisiana.com;
 - 3) Post on a national publication (electronic or otherwise) specializing in the recruitment of minority teachers (such as the NEMNET Minority Recruitment Network (NEMNET.com) or Diversity in Ed (divsersityrecruitmentpartners.com));
 - 4) Email to recruiting departments at regional universities with teacher programs, including historically black universities both regionally and nation-wide;
 - 5) Email or other communication to teacher program departments at local universities, including Southern University in Baton Rouge;
 - 6) Email to current teachers and administrators, to allow for transfer requests; and
 - 7) Email or other communication to human resource departments in neighboring school districts.

B. Pre-Screening

The following process will apply regardless of how an application is received:

1. Principal - The Principal shall refer all applicant inquiries to the Director of Human Capital for submission of applications.
2. Director of Human Capital - The Director will ensure that all applications for teaching positions are handled according to the following:
 - a) Provide notice to all principals that applications must be provided to the HR Department before consideration by a principal;
 - b) Receive all applications in response to particular vacancy notices as well as those received as a result of job fairs and unsolicited inquiries;
 - c) Review all applications for verification of:
 - 1) Certification,
 - 2) Prior employment,
 - 3) Sexual misconduct record (LA.REV.STAT. §17:81.9), and
 - 4) References;
 - d) Forward the application packets for all qualified applicants to the principal who has the teaching vacancy. NOTE: The Director of Human Capital will ensure that the diversity of the teaching staff at the particular school with the vacancy is considered when forwarding applications and that all qualified applicants will be provided to the principal for consideration, regardless of race. Until such time that the District is declared unitary in teacher assignment, the Director of Human Capital will ensure that every practicable effort is taken to fill a teaching vacancy with a teacher of the race necessary to effect an acceptable ratio at the particular school; and
 - e) Maintain, for a minimum of 3 years, a record of all vacancies, a list of all applications received for each vacancy, and a list of the applications sent to the principal.

C. Interviews

Upon receipt of the application packets of all qualified teachers for the vacant position, the Principal with the vacancy will ensure the following procedure is followed:

1. Review the qualifications and experience to determine which applicants are the best qualified, from an objective perspective, for the particular position;
2. Contact each applicant determined to be objectively one of the best qualified for the particular position to verify availability and interest;

3. Extend interview invitation to each available and interested best qualified applicant; and
4. Conduct interviews of each available and interested best qualified applicant, utilizing the District's interview rubric in accordance with the following:
 - a. In the event qualified applicants of differing races are available and interested for the position, the Principal shall:
 - 1) Appoint and utilize an interview committee of 2 white members and 2 black members, which shall consist of:
 - a) the principal and
 - b) 3 of the following: the school's assistant principal, curriculum coordinator, and/or lead teacher for the department or grade for the open position; and/or, if such persons are not available from the school at which the position is open, administrators, Directors, or teachers from other schools or the central office; and
 - 2) Ensure that the committee interviews, of those who verified availability and interest in the open position, all qualified black applicants and any white applicants determined to be one of the best qualified applicants.
 - b. In the event the qualified applicants for a position are all of 1 race, the Principal is not required to utilize the committee for interviews or to interview more than 1 qualified applicant.

D. Recommendations

1. Principal - Once the interviews of all applicants determined to be available and interested in the position have been conducted, the principal will complete the following:
 - a. Determine the most qualified applicant;
 - b. Submit to the Director of Human Capital for review, a recommendation which meets the following specifications:
 - 1) Be in writing;
 - 2) Include the specific reasons why the recommended applicant was determined to be the most qualified; and
 - 3) Include verification that the proper employment procedure was followed.

- c. The principal will also provide any other information requested by the Director of Human Capital or the Superintendent.
 2. Director of Human Capital
 - a. Review the principal's recommendation to verify that:
 - 1) All steps of the employment process have occurred and
 - 2) The recommendation is supported by the documentation;
 - b. Request further information from the principal, if necessary to verify either the process or recommendation; and
 - c. Forward the verified recommendation to the Superintendent with all related documentation.
 3. Superintendent - Upon receipt and review of the verified recommendation, the Superintendent can either:
 - a. Approve the recommendation and ensure proper notice to the principal and applicant that the applicant is hired as a teacher in the District (NOTE: A qualified applicant is employed as a teacher in the District and may be assigned to any position for which he is qualified at any school in the District. The initial hire for a particular vacant position only guarantees that assignment at the initial time of hire); or
 - b. Deny the recommendation and ensure proper notice to the principal that he may submit his second recommendation.

In the event an interview committee was utilized by requirement above and the Superintendent denies the recommendation of a black applicant then the Superintendent must provide a reason for such denial to the principal. The documentation of the Superintendent's reason for the denial of such recommendation shall be retained for 3 years.

VI. Employment

The employment of teachers in the St. Martin Parish School District shall at all times be accomplished in accordance with applicable Louisiana law, particularly LA.REV.STAT. § 17:81 (3) and (4). This administrative procedure complies with the current legal state law requirements for employment of teachers and is subject to modification, as necessary, to ensure compliance with legal requirements for the employment of teachers.

Upon approval of a recommendation for employment of a teacher, the Superintendent will ensure that all proper notices and contracts are completed so that the employment is valid and binding under the law.

VII. Reporting

A. Required Reports

The Director of Human Capital shall ensure compliance with the reporting requirements for employment-related reports as provided in desegregation case. Until superceded or supplemented by a subsequent order, the Director shall maintain such data that is required to complete an Employment Report and a Faculty and Staff Report for filing in the desegregation case on or before the stated dates and continuing as required by the Court.

Within 30 days of the entry of the Consent Order

October 15, 2016

October 15, 2017

May 15, 2018

B. Reporting Periods

The October 15th reports will include information for the period of October 1 to September 30. The May 15th report will include information for the period of October 1, 2017 to April 30, 2018.

C. Report Contents

1. The Employment Reports will include the following information:
 - a. A list of all vacancies for teacher positions;
 - b. A copy of all published advertisements for each vacancy;
 - c. A list of all applicants for each vacancy, identified by name, race;
 - d. Identification of all applicants interviewed, hired, and transferred for each vacancy; and
 - e. Documentation of all offered and encouraged intra-district transfers and assignments, identified by race, school, and the reason the transfer was accepted or denied.
2. The Faculty and Staff Reports will include the following information:
 - a. The number of faculty and staff per job category and by race at each school; and
 - b. The self-assessment of progress toward the diversity goal at each school as prepared by each principal in declaration form, which shall state whether the school falls within or outside of the diversity goal and describe the reasonable steps taken to address the failure to meet the diversity goal.

ATTACHMENT C

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

THERESA D. THOMAS, et al.,
Plaintiffs

UNITED STATES OF AMERICA,
Plaintiff-Intervenor

vs.

ST. MARTIN PARISH SCHOOL
BOARD, et al.,
Defendants

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CIVIL ACTION NO. 6:65-cv-11314

JUDGE ELIZABETH E. FOOTE

CONSENT ORDER REGARDING
TRANSPORTATION

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I. INTRODUCTION

On September 23 and 24, 2015, Plaintiffs and Plaintiff-Intervenor, United States of America (“United States”), (collectively, “Plaintiff Parties”) and Defendant, St. Martin Parish School Board (the “Board”), engaged in a good faith mediation conducted by the Honorable Karen Hayes, United States Magistrate Judge for the Western District of Louisiana. As a result of the mediation and ongoing negotiations, the parties have voluntarily agreed, as indicated by the signatures of their counsel below, to enter into the instant Consent Order regarding how to proceed with regard to transportation in the above-captioned matter.

Upon review of the agreed upon terms, set forth below, the Court concludes that the entry of this Consent Order is consistent with the Fourteenth Amendment to the Constitution of the United States of America, Title IV of the Civil Rights Act of 1964, and other federal law.

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

II. BACKGROUND

In 1965, Plaintiffs successfully sued the Board to enjoin its maintenance of *de jure* racially segregated schools.¹ In 1969, the Fifth Circuit, following the United States Supreme Court’s decision in *Green v. School Board of New Kent County*,² held that the freedom of choice plan operating in St. Martin Parish did not satisfy the obligations imposed by the Constitution.³ On remand, this Court approved a school desegregation plan and ordered that it be implemented for kindergarten through eighth grade starting in September 1969 and for grades nine through twelve starting in the fall of 1970 (“1969 Decree”).⁴ The 1969 Decree called for the establishment of school attendance zones, pairing schools, desegregating faculty and other staff, creating a majority-to-minority (“M-to-M”) transfer policy, and the filing of periodic reports

¹ Doc. 1 at 1.

² 391 U.S. 430 (1968).

³ *Hall v. St. Helena Parish Sch. Bd.*, 417 F.2d 801, 809 (5th Cir. 1969).

⁴ Doc. 25-3, Item 7 at 14-24.

with the Court. In 1974, after nine years of active litigation, the case was placed on the inactive docket.⁵

In 2012, the District Court determined that this case remained open.⁶ The Fifth Circuit Court of Appeals affirmed that decision.⁷ On remand, the case returned to active litigation. Evidentiary hearings have been scheduled for January 19-21, 2016 and February 16-18, 2016.⁸

The St. Martin Parish School District (the “District”) currently serves over 8,000 students, and operates sixteen (16) schools, housing grades pre-kindergarten through high school. By grade level (elementary school, junior high school, high school), black student enrollment ranged from 45% to 46% in the 2014-2015 school year.

Since 2012, the parties have engaged in extensive discovery—including document production, the submission of expert reports, multiple site visits, and depositions of Board members and personnel—to examine all of the St. Martin Parish School District operations. In conjunction with this comprehensive discovery, the parties have met numerous times to discuss concerns, clarify positions, and identify solutions. This Consent Order is the result of the parties’ collective settlement negotiations.

III. LEGAL STANDARDS

The ultimate goal of every desegregation case, including this one, is the elimination of the vestiges of past segregation in all aspects of school operations to the extent practicable and, ultimately, a declaration that the school district has achieved unitary status.⁹ Federal court supervision of a local school system is intended to remedy the constitutional violation and, after unitary status has been achieved, to return control of the school system to the locally elected

⁵ Doc. 25-2 at 1-4.

⁶ Doc. 58.

⁷ Doc. 67.

⁸ Docs. 86 and 145.

⁹ *Freeman v. Pitts*, 503 U.S. 467, 489 (1992).

Board.¹⁰

The United States Supreme Court has described six areas of operation that must be free from racial discrimination before full unitary status can be achieved: (1) student assignment; (2) faculty assignment; (3) staff assignment; (4) extracurricular activities; (5) facilities; and (6) transportation.¹¹ Each of these “*Green* factors” may be considered individually, and a school district may achieve partial unitary status as to these factors one at a time such that federal judicial supervision is relinquished incrementally.¹² A court may also consider other ancillary factors.¹³

In order to secure a declaration of unitary status as to any one (or more) of the *Green* factors, the Board must demonstrate, as to each specific factor, that it has complied in good faith with the desegregation decree for a reasonable period of time and that the vestiges of past discrimination have been eliminated to the extent practicable.¹⁴ For each area of operation, if the facts reveal no continued racial discrimination, and if the Board has made good faith efforts to comply with the desegregation decree and made affirmative efforts to eliminate the vestiges of the prior discrimination, this Court may declare that factor unitary, but retain continuing jurisdiction over the remaining factors until such time as unitary status is achieved in the remaining areas.¹⁵

IV. AGREED REMEDIAL MEASURES REGARDING TRANSPORTATION

The parties have agreed to certain remedial measures designed to eliminate the vestiges of the prior discrimination and address the Plaintiff Parties’ concerns regarding certain aspects of

¹⁰ *Freeman*, 503 U.S. at 489.

¹¹ *Green*, 391 U.S. at 435.

¹² *Freeman*, 503 U.S. at 489-91.

¹³ *Id.* at 492.

¹⁴ *Bd. of Educ. v. Dowell*, 498 U.S. 237, 249-50 (1991). *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).

¹⁵ *Freeman*, 503 U.S. at 490-91.

the Board's operations in the area of transportation. The Court finds that the relief detailed below will address such concerns and, if fully and properly implemented over a reasonable period of time, will likely result in the achievement of unitary status and dismissal.

A. Transportation

Plaintiffs and the United States have expressed concerns regarding the District's bus routes, which have existed for decades without adjustment based on desegregation considerations. The District has not conducted a review of its bus routes to determine whether (i) one-race buses/bus routes exist, or (ii) practicable adjustments exist that would eliminate one-race buses/bus routes. Although disagreeing with the conclusion that it has not already achieved unitary status with regard to transportation, the Board has agreed to the terms below in order to resolve the parties' dispute as to transportation.

1. Legal Standards

The law requires that "[t]he transportation system, in those school districts having transportation systems, shall be completely re-examined regularly by the superintendent, his staff, and the school board." *Singleton v. Jackson Mun. Separate Sch. Dist.*, 419 F.2d 1211, 1218 (5th Cir. 1969). "Bus routes and the assignment of students to buses [sha]ll be designed to insure the transportation of all eligible pupils on a non-segregated and otherwise non-discriminatory basis." *Id.*

2. Agreed Remedial Measures

The parties have agreed to the following terms as an appropriate remedial measure designed to achieve unitary status in the area of transportation:

- (i) Until the District is declared unitary in the area of transportation, the Board will retain Mike Hefner, or an agreed-upon expert consultant, who will provide expert consultation and assistance in the identification, review, adjustment, and elimination of one-race bus routes;

- (ii) The Board will create a five (5) member bi-racial Transportation Committee, consisting of a bus driver from each transportation area (Cecilia, Breaux Bridge/Parks, St. Martinville/Catahoula, Stephenville) and the Transportation Director who will serve as the Transportation Committee's facilitator. The Transportation Committee shall at all times be comprised of at least 2 black and 2 white members and be responsible for the following:
- a. By March 1, 2016 and by January 1 of each subsequent year, the Transportation Committee shall meet and review, with expert consultation and assistance (i.e. Mr. Hefner's consultation and assistance), the current routes to (i) identify one-race buses or one-race bus routes and (ii) determine whether practicable adjustments exist to eliminate such one-race buses or one-race bus routes, with consideration of geographical concerns and travel time. This review shall include analyses of the geographical routes, the demographics of the route, the race of the student riders, and the school pick-up and drop-off location(s) for each student.
 - b. By May 1, 2016 and before March 1 of each subsequent year, the Transportation Committee shall provide a report to the Superintendent, which report shall be provided within 15 days to the Plaintiff Parties, detailing its considerations and findings and recommending route changes as appropriate to eliminate such one-race buses/bus routes as deemed practicable in consideration of geographical concerns and travel time. The Transportation Committee's recommendations for route changes will be implemented for the following school year, absent objection by the Plaintiff Parties. In the event a recommendation is not accepted, the Superintendent shall provide a detailed explanation and justification to the Plaintiff Parties before April 1 of that year.

- c. The Transportation Committee shall meet on May 15, August 15 and November 15 of each year during the pendency of this litigation to (i) review the bus routes, including the race of the student riders, geographical concerns, and travel time, and (ii) address all concerns raised by the Plaintiff Parties.
 - d. The Transportation Committee shall, within 15 days of all meetings, provide a Summary Report to the Superintendent and the Board detailing the substance of said meeting, including minute entries and all recommendation(s).
 - e. The Transportation Committee shall maintain records of all meetings, including minutes and documentation of considerations, alternatives, and results.
- (iii) Beginning November 15, 2016 and each year thereafter, the Board will file with the Court an Annual Report, detailing all considerations, findings and recommendations of the Transportation Committee for the prior one-year period, including all Summary Reports. At the time the Annual Report is filed, the Board will provide Plaintiff Parties with (but not file) the rider lists (via excel file) and the bus route maps/descriptions. If no specific objections are made within forty-five (45) days of receipt of each Annual Report, such objections will be deemed waived and a presumption of compliance for the preceding one-year reporting period will be applied. The parties will meet and confer (either via telephone, videoconference, or in person) about each objection within 14 business days of service of the objection. In the event that the parties reach an impasse as to either (a) whether an objection has merit, or (b) how to remedy any concerns raised in an objection, then any party may move the Court to resolve the dispute so long as the motion is made within 45 days of service of the objection.

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3. Final Termination

The parties agree that full compliance with Section IV.A.2 above will support a finding that the District has complied with both the letter and the spirit of the orders governing this matter as they pertain to transportation, and that the vestiges of segregation in the area of transportation have been eliminated to the extent practicable.¹⁶ Ninety (90) days subsequent to filing the November 15, 2018 Annual Report, the Board may move for unitary status and dismissal regarding transportation and/or the Plaintiff Parties may move for further relief or to enforce the Consent Order on transportation. The applicable provisions of the Federal Rules of Civil Procedure and the Local Rules of this Court will apply to any such motion. In the absence of a motion in opposition to unitary status, a motion to enforce the Consent Order, or a motion for further relief by the Plaintiff Parties, and subject to this Court's ruling that the District is in compliance with this Consent Order, Title IV of the Civil Rights Act of 1964, and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, then the Court may declare the District unitary with respect to transportation and dismiss this case as to transportation.

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¹⁶ See *Freeman*, 503 U.S. at 485.

V. CONTINUING JUDICIAL SUPERVISION

The parties agree and the Court finds that this Court shall retain jurisdiction for purposes of monitoring and enforcing compliance with the terms of this Consent Order until such time that the Court declares the Board unitary and finally terminates the pending injunction relative to the Board's operations in the area of transportation. All prior orders of this Court not inconsistent herewith remain in full force and effect.

HEREBY ORDERED, ADJUDGED, AND DECREED, this the 4th day of

February, 2016.

UNITED STATES DISTRICT JUDGE

APPROVED REGARDING FORM AND CONTENT:

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ATTACHMENT D

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

THERESA D. THOMAS, et al.,
Plaintiffs

UNITED STATES OF AMERICA,
Plaintiff-Intervenor

vs.

ST. MARTIN PARISH SCHOOL
BOARD, et al.,
Defendants

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CIVIL ACTION NO. 6:65-cv-11314

JUDGE ELIZABETH E. FOOTE

CONSENT ORDER REGARDING
QUALITY OF EDUCATION

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I. INTRODUCTION

Plaintiffs and Plaintiff-Intervenor, United States of America (“United States”), (collectively, the “Plaintiff Parties”) and Defendant, St. Martin Parish School Board (the “Board”), have engaged in good faith negotiations. Pursuant to agreements reached in those negotiations, all parties have voluntarily agreed, as indicated by the signatures of their counsel below, to enter into the instant Consent Order regarding the quality of education, including student discipline, being offered by Defendants to students in accordance with the above-captioned matter.¹

Upon review of the agreed-upon terms set forth below, the Court concludes that the entry of this Consent Order is consistent with the Fourteenth Amendment to the Constitution of the United States of America, Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.*, and other applicable federal law.

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

II. BACKGROUND

In 1965, Plaintiffs successfully sued the Board to enjoin its maintenance of *de jure* racially segregated schools.² In the same year, the parties agreed that a “freedom of choice” plan would govern student assignments.³ In 1969, however, the Fifth Circuit, following the United States Supreme Court’s decision in *Green v. School Board of New Kent County*,⁴ held that the

¹ This Consent Order does not preclude Plaintiffs or the United States from referencing and/or presenting evidence on historical facts and/or issues of (1) inequalities in the quality of education being offered to the white and Black students; and (2) racial discrimination in student discipline that may relate to student assignment. Such references and/or evidence will not preclude the Board from seeking or achieving unitary status in the areas of quality of education and student discipline consistent with the dictates of this Consent Order.

² Doc. 1 at 1.

³ Doc. 25-1, Item 1 at 1-2.

⁴ 391 U.S. 430 (1968).

freedom of choice plan operating in St. Martin Parish did not satisfy the Constitution.⁵ On remand, this Court approved a school desegregation plan and ordered that it be implemented for kindergarten through eighth grade starting in September 1969 and for grades nine through twelve starting in the fall of 1970 (“1969 Decree”).⁶ The 1969 Decree called for establishing school attendance zones, pairing schools, desegregating faculty and other staff, creating a majority-to-minority (“M-to-M”) transfer policy, and filing periodic reports with the Court. In 1974, after nine years of active litigation, the case was placed on the inactive docket.⁷

In 2012, over the Board’s objection, this Court determined that this case remains open.⁸ The Fifth Circuit affirmed that decision.⁹ On remand, the case returned to active litigation. An evidentiary hearing regarding student assignment was held on January 19, 2016. An evidentiary hearing regarding transportation and quality of education has been scheduled for February 16-18, 2016.¹⁰

The St. Martin Parish School District (the “District”) currently serves over 8,000 students, and operates sixteen (16) schools, housing grades ranging from pre-kindergarten through high school. By grade level (elementary school, junior high school, high school), the Black student enrollment ranged from 45% to 46% in the 2014-2015 school year.

Since 2012, the parties have engaged in extensive discovery—including document production, the submission of expert reports, multiple site visits, and depositions of Board members and personnel—to examine all of the District’s operations. In conjunction with this comprehensive discovery, the parties have met numerous times to discuss concerns, clarify

⁵ *Hall v. St. Helena Parish Sch. Bd.*, 417 F.2d 801, 809 (5th Cir. 1969).

⁶ Doc. 25-3, Item 7, at 14-24.

⁷ Doc. 25-2 at 1-4.

⁸ Doc. 58.

⁹ Doc. 67.

¹⁰ Docs. 86 and 145.

positions, and identify solutions. This Consent Order is the result of the parties' collective settlement negotiations.

III. LEGAL STANDARDS

The ultimate goal of every desegregation case, including this one, is the elimination of the vestiges of past segregation in all aspects of school operations to the extent practicable and, ultimately, a declaration that the school district has achieved unitary status.¹¹ Federal court supervision of a local school system is intended to remedy the constitutional violation and, after unitary status has been achieved, to return control of the school system to the locally elected Board.¹²

The United States Supreme Court has described six areas of operation that must be free of racial discrimination before a school district can declare that full unitary status has been achieved: (1) student assignment; (2) faculty assignment; (3) staff assignment; (4) extracurricular activities; (5) facilities; and (6) transportation.¹³ Each of these "Green factors" may be considered individually, and a school district may achieve partial unitary status as to these factors one at a time such that federal judicial supervision is relinquished incrementally.¹⁴ In addition, a court may consider ancillary factors, such as the quality of education being offered to the White and Black student populations, including student discipline, course offerings, graduation rates, and in-grade retention rates.¹⁵ In examining these indicia of quality of education, the court may consider the equitable or inequitable participation and performance of Black students, as compared to White students, within the school district.¹⁶

Although the 1969 Decree does not contain specific language regarding quality of

¹¹ *Freeman v. Pitts*, 503 U.S. 467, 489 (1992).

¹² *Id.*

¹³ *Green*, 391 U.S. at 435.

¹⁴ *Freeman*, 503 U.S. at 489-91.

¹⁵ *Id.* at 492.

¹⁶ *Id.* at 482-84.

education, the general injunction against discriminatory operations applies to quality of education.¹⁷ Thus, it is appropriate for this Court to address quality of education in this case.

In order to secure a declaration of unitary status as to any one (or more) of the *Green* factors, the Board must demonstrate, as to each specific factor, that it has complied in good faith with the desegregation decree for a reasonable period of time and that the vestiges of past discrimination have been eliminated to the extent practicable.¹⁸ For each area of operation, if the facts reveal no continued racial discrimination, and if the Board has made good faith efforts to comply with the desegregation decree and made affirmative efforts to eliminate the vestiges of the prior discrimination, this Court may declare that factor unitary, but retain continuing jurisdiction over the remaining factors until such time as unitary status is achieved in the remaining areas.¹⁹

IV. AGREED REMEDIAL MEASURES REGARDING QUALITY OF EDUCATION

The parties have agreed to the below-described remedial measures designed to eliminate the vestiges of the prior discrimination and address the Plaintiff Parties' concerns regarding the quality of education that the Board is offering to Black students. The remedial measures are presented below in two sections, Section IV.B "Student Discipline" and Section IV.C "Course Assignment, Graduation Rates, and In-Grade Retention." Each of the afore-mentioned sections has its own set of applicable definitions – the definitions for Section IV.B "Student Discipline" can be found in Section IV.B.1, while the definitions for Section IV.C. "Course Assignment, Graduation Rates, and In-Grade Retention" can be found in Section IV.C.1. The Court finds that the relief detailed below will address such concerns and, if fully and properly implemented over

¹⁷ *Singleton v. Jackson Mun. Separate Sch. Dist.*, 419 F.2d 1211, 1218-19 (5th Cir. 1970) (en banc).

¹⁸ *Bd. of Educ. v. Dowell*, 498 U.S. 237, 249-50 (1991). 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).

¹⁹ *Freeman*, 503 U.S. at 490-91.

a reasonable period of time, is designed to result in the achievement of unitary status and dismissal.

A. Purpose

This Consent Order reflects the Parties' shared goals of ensuring that the District administers student discipline in a fair and non-discriminatory manner, addresses disproportionate assignment of exclusionary sanctions to Black students, and provides all students with an equal opportunity to learn in a safe, orderly, and supportive environment. The Parties acknowledge that the unnecessary use of exclusionary discipline can have serious, long-term, detrimental effects on student engagement and success. The District shall ensure that students remain in the regular classroom environment to the greatest extent possible under the Comprehensive Discipline Plan ("Discipline Plan"). Except as required by law, the District shall not administer exclusionary discipline consequences prior to attempting and documenting non-exclusionary corrective strategies and interventions.

This Consent Order also reflects the Parties' shared goal of ensuring that the District provides equal educational opportunities to its students by collecting, tracking, and analyzing its course assignments, graduation rates, and in-grade retention rates with an eye toward addressing racial disparities in those areas.

B. Student Discipline

1. Definitions

- a. Progress:** is defined as strengthening policies, practices, and prevention-oriented programming to improve student behavior, reducing disciplinary actions in each school and throughout the district, reducing variances between schools, and reducing racial variances within each school, between schools, and district-wide for schools with common grade levels (i.e., elementary school, middle school, high school).
- b. Continuous Progress:** is defined as measurable improvement across two or more years as indicated by reductions in days of lost instruction, percentage of students issued one or more in-school suspensions (“ISS”), percentage of students issued one or more out-of-school suspensions (“OSS”), and number of office referrals as compared to the prior school year. Measureable improvement shall be reflected in specific indicators identified in advance by the District based on the Baseline Year data. The indicators will, at a minimum, include reductions in:
- i. the percentage of Black students who receive one or more Office Discipline referrals (“ODRs”);
 - ii. the percentage of Black students who receive one or more ISS or OSS;
 - iii. the number of instructional days that Black students lose as consequences for discipline (e.g., ISS and OSS).
- c. Functional Behavioral Assessment:** is defined as a problem-solving process in which information is collected to ascertain “why” a student engaged in an act of misconduct in the first place. Specifically, information is collected to identify possible causes and functions of the problem behavior. Once the cause/function of the behavior is identified, the team can develop an individualized behavior support plan or a Behavior

Intervention Plan (BIP) to help the student learn or practice replacement behaviors that will reduce the problem behaviors.

- d. **Baseline Year:** refers to the starting point from which the District's Progress is measured, the 2015-2016 school year.
- e. **Graduated Infractions:** refers to a system of progressive discipline such that as the behavior becomes more serious or safety-threatening, it is met with increasingly more serious sanctions.
- f. **Culturally Responsive:** refers to the skills, knowledge and attitudes associated with effective educational practices for students from diverse racial, socio-economic and cultural backgrounds.
- g. **Grade-Band:** refers to schools housing grades of a common level (e.g. PK-5, 6-8, 9-12).

2. Agreed Remedial Measures

The Plaintiff Parties challenged the Board's compliance with its desegregation obligations regarding student discipline, citing inconsistencies in discipline policies and practices and racial disparities in discipline rates. Although the Board disputes the conclusion that its actions relative to student discipline are discriminatory, it has nevertheless represented to the Plaintiff Parties and this Court that it has had plans in progress, including revising discipline policies in consultation with the Southeast Equity Center, or other qualified expert, to address the documented inconsistencies and racial disparities in discipline rates and has agreed to implement those plans and the additional terms detailed below, in order to resolve the Plaintiff Parties' concerns regarding student discipline. Thus, the Parties have agreed that the full and proper implementation of the following remedial measures will likely lead to unitary status in the area of student discipline:

a. Professional Development

- i. As soon as practicable or within ninety (90) days of entry of this Consent Order, the Board shall enter into a contract with the Southeast Equity Center or other qualified consultant, to help the District build its capacity to effectively administer discipline, especially with regard to (a) effective classroom management, including Culturally Responsive instruction; and (b) school discipline and race, including practices for identifying and reducing racially disparate discipline. Within fourteen (14) days of entering into the contract, the Board will submit contract to Plaintiff Parties. If the Southeast Equity Center is unavailable, the District shall provide the Plaintiff Parties with a minimum of fourteen (14) days to either approve or object to an alternative consultant before formally retaining their services. The Parties shall work together in good faith to resolve any disagreements regarding the selection of qualified consultants, pursuant to Section V.C.4 below.
 - (a) The Board shall provide training to personnel responsible for administering discipline on fair and effective administration of discipline, including, but not limited to training on cultural responsiveness, de-escalation tactics, and the use of conflict resolution programs:
 - (b) Appropriate personnel includes all District employees responsible for classroom management and student discipline, including, but not limited to, all teachers, school-level administrators, and relevant central office staff.
 - (c) The training shall be taught by the qualified consultant and/or administrators who have successfully completed training conducted by the qualified consultant.

- (d) The District shall invite the qualified consultant to observe the first training of District employees conducted by each administrator – preferably in person, but alternatively by videoconference if necessary – so that the consultant will have the opportunity to assist each administrator in appropriately delivering the training.
- (e) Each year, all teachers, administrators, and other staff who deal with student discipline must complete four hours of discipline-related training per school year, addressing issues including, but not limited to: cultural responsiveness,²⁰ de-escalation tactics, and the use of conflict resolution programs.

b. Discipline Policies and Procedures

- i. Prior to the 2016-2017 academic year, the District shall revise its disciplinary policies, including its Discipline Plan, and submit the revised policies to the Plaintiff Parties for review, comment, and approval before the Superintendent submits such revised policies to the Board for approval. In revising the policies, the District shall solicit and consider input from its retained consultants, District teacher and administrative representatives, and the Plaintiff Parties. The Plaintiff Parties shall not unreasonably withhold approval of the District’s revised policies and shall complete their review and raise objections as quickly as possible, but no later than

²⁰ Cultural Responsiveness training should address the: “five components essential to [Culturally Responsive Classroom Management (CRCM)]: (a) recognition of one’s own ethnocentrism and biases; (b) knowledge of students’ cultural backgrounds; (c) understanding of the broader social, economic, and political context of our educational system; (d) ability and willingness to use culturally appropriate classroom management strategies; and (e) commitment to building caring classroom communities.” Weinstein, C. S., Tomlinson-Clarke, S., & Curran, M. (2004). *Toward a Conception of Culturally Responsive Classroom Management*. *Journal of Teacher Education*, 55(1), 25-38. For more information, see Gay, G. (2010). *Culturally responsive teaching: Theory, research, and practice*. (2nd ed.). New York, NY: Teachers College Press.

thirty (30) days after receipt of the proposed revisions. If the Plaintiff Parties do not object or otherwise respond within thirty (30) days of receipt of the proposed revisions, their non-objection is presumed. Upon receipt of consent of Plaintiff Parties to the proposed plan, the Board shall bring the plan for public comment and a Board vote as soon as practicable. In the event that the Plaintiff Parties object to the revised policies, the parties will meet and confer (either via telephone, videoconference, or in person) about each objection within fourteen (14) business days of service of the objection. In the event that the parties reach an impasse as to either (a) whether an objection has merit, or (b) how to remedy any concerns raised in an objection, then any party may move the Court to resolve the dispute so long as the motion is made within forty-five (45) calendar days of the meet and confer.

- ii. The District shall review, modify, and/or establish written agreements with the local law enforcement agencies to ensure compliance with the District's revised disciplinary policies, as approved by the Plaintiff Parties and the School Board.
- iii. The District's Discipline Plan shall apply to each District school, including the College and Career Readiness Center, to ensure consistency of disciplinary practices. The District shall, consistent with the Discipline Plan, administer consequences that are non-discriminatory, fair, age-appropriate, and proportionate to the severity of the student's misbehavior. The District may adopt and apply a separate Discipline Plan at its alternative school, the Juvenile Continuing Education Program ("JCEP"). If the District chooses to use a separate Discipline Plan at its alternative school, it shall solicit input and seek approval in accordance with the process described above in Section IV.B.2.b.i, with any disputes about approval to be resolved in accordance with Section V.C.4.

iv. The revised Discipline Plan shall:

- (a)** include a detailed and clearly defined system of Graduated Infractions, corrective strategies, and consequences that minimize the number of lost days of instruction to the least amount of days possible;
- (b)** clearly describe expected positive behaviors;
- (c)** objectively define behavioral infractions at every level (including whether the behavior should be handled in the classroom or through referral and the definition of habitual or repetitive misconduct);
- (d)** incorporate Culturally Responsive and developmentally appropriate tiered prevention and intervention strategies;
- (e)** incorporate a continuum of alternatives to exclusionary discipline (including Behavior Intervention Plans (BIPs), reflective writing assignments, conflict resolution, and restorative justice practices);
- (f)** address the limited circumstances under which the use of exclusionary consequences and the involvement of law enforcement is permitted;
- (g)** address appropriate consequences and/or interventions for infractions related to tardiness or truancy;
- (h)** communicate policies on the use of exclusionary discipline in a clear manner;
- (i)** incorporate behavioral supports for students with multiple referrals;
- (j)** incorporate protections for students with disabilities as outlined by federal and state law;
- (k)** include guidelines for communication with parents or guardians to address the infraction and assist with transition back to the school and/or classroom environment;

identifying underlying issues that may contribute to the infraction, and (b) helping students develop a BIP. The District shall also provide Functional Behavioral Assessments (FBAs) for students who may need a more formal, longer-term intervention.

- viii. Each school's behavior interventionist, assistant principal, or dean of students, as assigned by the Superintendent shall track the number of days of exclusionary discipline given to each student, and shall immediately report to the District Child Welfare and Attendance Supervisor, who oversees District's implementation of PBIS, when any student accumulates five (5) total days of exclusionary discipline within a school year.
- ix. The District shall hold informational sessions annually prior to or in conjunction with beginning-of-the-school-year activities, which shall include a clear explanation of the school's system of classroom corrective strategies and consequences, the Discipline Plan, due process and appeal procedures, and discussion of the District's efforts to reduce exclusionary discipline and racial disparities in discipline referrals and consequences. During these sessions, attendees shall have an opportunity to comment on the District's Discipline Plan, and receive guidance on how parents or other guardians may ask questions, receive information, or submit complaints about student discipline.
- x. The District will distribute the revised Discipline Plan and any explanatory materials to all students, parents and/or guardians in print and post such materials on the Board's website after the Board adopts the new Discipline Plan.
- xi. The District shall develop, describe, and implement a clear complaint process by which students and parents or other guardians can submit complaints to the District

regarding the administration of student discipline. This complaint process shall include an appropriate investigation and response mechanism. The Board shall include information on the complaint process and contact information for the Child Welfare and Attendance Supervisor on its website, in its student handbooks, and in the Discipline Plan.

c. Discipline Data Collection, Review, and Self-Assessment

- i. The District shall utilize a data collection system to facilitate the regular examination of discipline referral data in order to identify improvements and areas of concern particularly with respect to office discipline referrals, out-of-school suspension, and lost days of instruction.
- ii. The Board delegates responsibilities for discipline data collection and reporting to Child Welfare and Attendance Supervisor.
- iii. The District shall report semi-annually on the District's Progress in implementing the revised discipline policy. The District shall provide the Parties with a mid-school year Discipline Progress Report on February 1 ("Mid-Year Discipline Report"), and provide the Court one end-of-school year Discipline Report on July 1 ("End-of-Year Discipline Report").
- iv. Each Discipline Report shall include the following:
 - (a) a summary of all consultations the District has had with the selected consultant to address discipline, including the date of the consultation and a detailed description of the nature of the consultation.
 - (b) a list of all teachers, school-level administrators, and relevant staff who received the training described in Section IV.B.2.a above, along with their

titles, the school to which they are assigned, and the date of the training they attended.

(c) a written explanation of actions the District has taken to address any remaining disparities, along with justifications for disparities the District deems impracticable for elimination.

v. The End-of-Year Discipline Report shall also include the following annual calculations by race for each school and district-wide for each Grade-Band:

(a) student expulsions by grade, by race, by gender, by reason for expulsion, and by duration of expulsion;

(b) duplicated counts (all events) and unduplicated counts (number of individual students) of these disciplinary actions, with separate accounting of: (1) alternative school referrals relating to discipline, (2) ISS, (3) OSS, (4) after-school detention, (5) corporal punishment, (6) the five most frequent disciplinary consequences across the district, and (7) non-punitive behavioral supports;

(c) racial disparities identified for each category of disciplinary action enumerated in subsection (b) immediately above and comparisons of disciplinary activity within each individual school with all schools;

(d) within Grade-Bands, the District shall rank the schools in terms of the lowest rate of discipline to the school with the highest rate of discipline;

(e) within Grade-Bands, the District should identify the average rates of Black and White students' receipt of ODRs, OSS, and lost days of instruction.

- vi. Schools with above average rates of discipline relative to their Grade-Band averages will strive to reduce ODR rates, OSS rates, and lost days of instruction to achieve average or below-average rates relative to their Grade-Band averages.²¹
- vii. The Board will strive to eliminate all disparities identified in the Baseline Year as agreed by the Parties.²² Towards this end, the District will show Continuous Progress across three consecutive school years to reduce disparities identified in the Baseline Year.
- viii. The informational sessions mentioned in Section IV.B.2.b.ix above shall include a clear explanation of the school's system of data collection, data review, and self-assessment.

C. Course Assignment, Graduation Rates, and In-Grade Retention Rates

1. Definitions

- a. **Progress:** is defined as (1) increasing the proportion of all ninth Grade students who graduate from high school within four years, (2) increasing total numbers of students graduating from high school, and (3) reducing intra-race and between-school variances for in-grade retention, graduations/dropouts and type of diplomas granted.
- b. **Continuous progress:** is defined as measurable improvement across two or more years as compared to the prior school year.
- c. **Cohort survival graduation rate:** is calculated by dividing the total number of students who entered ninth grade for the first time in a given academic year by the total

²¹ Grade-band averages lower when there are reductions in differences between schools. This is an indication that the District is engaged in a process of "continual improvement."

²² Failing to eliminate all disparities may not be the sole basis for granting or denying the school district unitary status in the area of quality of education.

number of those same students who graduate from high school within four academic years.²³

2. Agreed Remedial Measures

Plaintiffs have expressed concerns about the District's limited collection, tracking, and analysis of quality of education indicia by race to ensure the equitable access to educational opportunities. Although disagreeing with the conclusion that it has not already achieved unitary status with regard to quality of education, the Board has agreed to address Plaintiffs' concerns.

The parties have agreed to the following terms as an appropriate remedial measure designed to achieve unitary status with regard to quality of education:

a. Course Assignment

- i. The Board shall take the following steps, to eliminate and avoid, to the extent practicable, racially identifiable program assignments in its secondary schools:
 - (a) assign students to all sections of non-elective or elective classes taking into account, *inter alia*, the overall racial composition of students assigned to each class;
 - (b) advise students and parents regarding course selection to pursue academic challenges that will prepare them for future education and work opportunities, and that identify multiple criteria relevant to student need for, and likelihood of, benefitting from such classes;
 - (c) open all advanced classes offered in grades 6-12, to any student who wishes to be assigned to them, without testing or other admission criteria;

²³ All students must be included in a cohort unless they transfer out as legitimate leavers. See LA Dep't of Ed. Cohort Graduation Data Certification, Review of Policy and Data Process, May 2015, <https://www.louisianabelieves.com/docs/default-source/accountability/cohort-graduation-rate-review-2015.pptx?sfvrsn=2>

- (d) incorporate the following into staff development for administrators, faculty and staff: training in identifying students of all races and cultures capable of doing advanced work, and specifically, minority students for possible inclusion in advanced classes;
- (e) take all reasonable steps to ensure that parents and students (particularly Black parents and students) are informed of the nature and benefits of all special classes and programs, as well as application or selection processes, admission criteria, course prerequisites, and applicable deadlines; to this end, the Board shall assure that written notices containing such information are posted on the District's website, and are sent to all student households separate from the notice included in the Student Handbook. The Board shall further assure that dissemination occurs in time to allow students to apply, be considered, and be enrolled in each special class and program; and
- (f) retain all notifications, announcements, and records of steps taken to publicize special classes and programs and make them available to the Plaintiff Parties upon request, with reasonable notice, for inspection and copying.

- ii. The Board shall take steps to eliminate and avoid, to the extent practicable, racial disparities in all diploma programs District-wide and to increase Black student enrollment in the most academically rigorous and college preparatory diploma programs²⁴ in its secondary schools by taking the following steps:

²⁴ In Louisiana, high schools issue two types of high school diplomas: 1) a College and Career diploma or 2) a Career diploma. Within the College and Career diploma, there are two courses of study—the more academically rigorous “Core 4” and the “Basic Core.” Among other things, the “Core 4” course of study requires additional credits in science, social studies, and art and also requires foreign language credits. Graduation Requirements, La. Dep’t of Educ., <http://www.louisianabelieves.com/courses/graduation-requirements> (last visited January 5,

- (a) review criteria for recommending that students seek each type of diploma offered by the District and practices associated with recommending students' diploma track (including all components of the formal advisement process, as well as counseling practices in the District) to identify educationally sound modifications that might reduce patterns of underrepresentation of Black students in college preparatory diploma programs at different schools.
- (b) assure that the advisement process includes, at a minimum:
 - (1) parent and student preregistration meetings that explain course offerings for students in grades 8-12 and requirements for seeking each type of diploma;
 - (2) packets containing such information, which are sent home with students;
 - (3) a requirement that parents and/or guardians sign and return a form stating that formal advisement materials have been received and reviewed; and
 - (4) if parents and/or guardians fail to sign and return such material, reasonable efforts are made by school staff to ensure that they do so.
- (c) provide to Plaintiff Parties a proposal ("Diploma Track Proposal") by July 1, 2016, for implementation no later than Fall 2016, to:
 - (1) ensure all parents and students are well informed about all the diploma tracks;
 - (2) attract and recruit Black students to seek a "Core 4" or college-preparatory diploma;

2016). The Core 4 diploma is the diploma designed for college-bound students.

- (3) retain Black students on the path to attaining a “Core 4” or college preparatory diploma, and seek expert assistance, as needed, with the afore-mentioned efforts and the efforts made pursuant to subsections (1) and (2) immediately above.

b. Graduation Rates

- i. The Board shall take steps to eliminate and avoid, to the extent practicable, racial disparities in graduation rates in its secondary schools by taking the following steps:

- (a) Annually calculate the following and file with the Court as a Graduation

Report:

- (1) number and percentage of high school graduates/dropouts using the cohort survival rate by school, by type of diploma granted, and by race;
- (2) district-wide high school graduations/dropouts by type of diploma granted and by race;
- (3) use the high school graduation cohort survival rate to examine high school graduation/dropouts and compare and identify racial disparities as defined as a variance of more than 5 percentage (5%) points in all comparisons, for (a) each high school’s graduates/dropouts; and (b) the district-wide total of high school graduates/dropouts. In other words, a racial disparity exists if there is a more than 5 percentage (5%) point difference between the cohort graduation rates for Black and White students.

- (b) With the Graduation Report, provide to the Plaintiff Parties the steps the District has taken to address disparities in the previous school year and the District's proposals for the next school year.

c. In-Grade Retention

- i. The Board shall take steps to eliminate, to the extent practicable, racial disparities within in-grade retention rates in all schools by taking the following steps:

- (a) Annually calculate the following and file with the Court as an In-Grade Retention Report:

- (1) in-grade retention rates for each school, with data disaggregated by race and grade;
- (2) in-grade retention rates within Grade-Bands (PK to 5th grade, 6th to 8th grade, and 9th to 12th grade) disaggregated by race; and
- (3) total in-grade retention district-wide data disaggregated by race;
- (4) Compare and identify racial disparities, as defined as a variance of more than 5 percentage (5%) points, in (1) each school's in-grade retention rates; (2) Grade-Bands' in-grade retention rates; and (3) district-wide total in-grade retention rates;

- (b) With the In-Grade Retention Report, provide to the Plaintiff Parties the steps the District has taken to address disparities in the previous school year and the District's proposals for the next school year. The District must justify any racial disparities subsequently deemed by the District to be impractical to eliminate.

- ii. The Board shall file with the Court the above Graduation and In-Grade Retention Reports on July 1 for the preceding school year.

- iii. The Board will strive to eliminate all disparities identified in the Baseline Year as agreed by the Parties. Towards this end, the District will show Continuous Progress across three consecutive school years to reduce disparities identified in the Baseline Year.

V. IMPLEMENTATION AND REPORTING

A. Reports to Plaintiff Parties: The Board shall submit to the Plaintiff Parties proposals and reports covering each of the preceding time periods on or before the following dates:

1. **Ninety (90) days after consent order is entered:**
 - Board shall enter into a contract with the Southeast Equity Center or other qualified discipline expert or consultant and submit the contract to Plaintiff Parties no later than fourteen days thereafter.
2. **July 1, 2016**
 - Diploma Track Proposal
3. **February 1, 2017**
 - Mid-Year Discipline Report
4. **February 1, 2018**
 - Mid-Year Discipline Report
5. **February 1, 2019**
 - Mid-Year Discipline Report

B. Reports to Court: The Board will annually file with the Court the reports above regarding quality of education, covering each of the preceding time periods on or before the following dates:

1. **July 1, 2016**
 - In-Grade Retention Report (Baseline Year)
 - Graduation Report (Baseline Year)

- End-of-Year Discipline Report (Baseline Year)

2. July 1, 2017

- In-Grade Retention Report
- Graduation Report
- End-of-Year Discipline Report

3. July 1, 2018

- In-Grade Retention Report
- Graduation Report
- End of Year Discipline Report

4. July 1, 2019

- In-Grade Retention Report
- Graduation Report
- End of Year Discipline Report

C. Meet and Confer

1. The Parties will meet at least once a year within forty-five days of a semi-annual Discipline Report to confer on the District's progress and any/all proposed interventions related to discipline.
2. The Board shall arrange for conference calls with the Parties to update the Plaintiff Parties as to the District's progress. These conference calls shall take place no less than seven days and no more than 21 days after each report is submitted. The Board will invite the discipline consultant to conference calls regarding discipline reports.
3. Specific written objections by the Plaintiff Parties to the reports shall be submitted within forty-five (45) calendar days of receipt of each report or such objections will be deemed

waived and a presumption of compliance for the preceding one-year reporting period will be applied.

4. The parties will meet and confer (either via telephone, videoconference, or in person) about each objection within fourteen (14) business days of service of the objection. In the event that the parties reach an impasse as to either (a) whether an objection has merit, or (b) how to remedy any concerns raised in an objection, then any party may move the Court to resolve the dispute so long as the motion is made within forty-five (45) calendar days of the meet and confer.

VI. FINAL TERMINATION

The parties agree that full compliance with the agreed remedial measures detailed in Section IV will support a finding that the District has complied in good faith with both the letter and the spirit of the orders governing this matter as they pertain to quality of education, and that the vestiges of segregation in this area have been eliminated to the extent practicable.²⁵ Ninety (90) calendar days subsequent to the Board filing a complete report on July 1, 2019, the Board may move for unitary status and dismissal regarding quality of education and/or the Plaintiff Parties may move for further relief or to enforce the Consent Order on quality of education. The applicable provisions of the Federal Rules of Civil Procedure and the Local Rules of this Court will apply to any such motion. In the absence of a motion in opposition to unitary status, a motion to enforce the Consent Order, or a motion for further relief by the Plaintiff Parties, and subject to this Court's ruling that the District is in compliance with this Consent Order, Title IV of the Civil Rights Act of 1964, and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, then the Court may declare the District unitary with respect to quality of education and dismiss this case as to quality of education.

²⁵ See *Freeman*, 503 U.S. at 485.

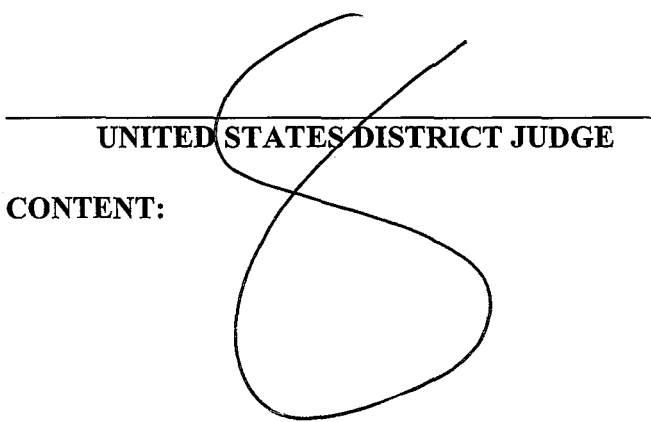
VII. CONTINUING JUDICIAL SUPERVISION

The parties agree and the Court finds that this Court shall retain jurisdiction for purposes of monitoring and enforcing compliance with the terms of this Consent Order until such time that the Court declares the Board unitary and finally terminates the pending injunction relative to the Board's operations in the area of quality of education. All prior orders of this Court not inconsistent herewith remain in full force and effect.

HEREBY ORDERED, ADJUDGED, AND DECREED, this the 31 day of February, 2016.



UNITED STATES DISTRICT JUDGE



APPROVED REGARDING FORM AND CONTENT:

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