UNITED STATES DISTRICT COURT WESTERN DISTRICT OF LOUISIANA

YVORNIA DECAROL BANKS, ET AL.,

Plaintiffs, * SHREVEPORT DIVISION

UNITED STATES OF AMERICA, *

Plaintiff-Intervenor, * CIVIL ACTION NO. 65-11304

V. *

CLAIBORNE PARISH SCHOOL * JUDGE: HICKS BOARD, ET AL.,

Defendants

AGREED ORDER OF MODIFICATION

The Court entered an Order on June 22, 1970 ("Order") requiring the Claiborne Parish School Board (the "School Board") to take reasonable and necessary steps to terminate the operation of a dual school system and to operate a non-racial system of public schools. The Order contained specific provisions addressing: student assignment and attendance; majority-to-minority transfers; attendance outside of the system of residence; staff assignment, hiring, promotion, and demotion; transportation; and reporting requirements related to extra-curricular activities and other matters.

In April 2008, the School Board and the United States reached an agreement on school redistricting which enabled the School Board to file an unopposed motion for authorization to close Pineview School and to modify the remaining attendance zones, which the Court approved on April 30, 2008. Thereafter, the parties engaged in negotiations to address the United States' allegation that the School Board was violating or had recently violated the Court's orders.¹ The School Board denies that it has violated any Order issued in this cause. The School Board further denies that its actions have violated the Constitution and affirmatively submits that its actions have been neither racially discriminatory nor a vestige of prior discrimination.

The United States and the School Board have engaged in good faith negotiations in an attempt to resolve their differences. In an effort to avoid protracted litigation, the United States and the School Board have agreed, as indicated by the signatures below of their respective counsel, to the following provisions.

I. STUDENT ASSIGNMENT

A. Residency and Transfer Committee

The School Board shall ensure that all students are qualified for enrollment in the District and that they attend the appropriate school located in the attendance zone of residence by verifying the residency of each student and/or approving transfer requests pursuant to the policies and procedures adopted and currently being implemented by the School Board, as set forth below. The Residency and Transfer Committee (the "Committee"), composed of two designees of the Superintendent and the District's Child Welfare and Attendance Officer, shall be responsible for implementing the adopted procedures.

¹The United States has alleged that the School Board violated such orders by, *inter alia*, (1) allowing student attendance (including intra- and inter-district transfers) outside of assigned zones without consideration of the desegregative effect; (2) failing to implement a working M-to-M transfer policy and process; (3) failing to provide transportation to M-to-M transfer students; (4) assigning students by race to classes at some of its schools; (5) failing to comply with *Singleton* with respect to teacher assignments; and (6) having, in recent years, race-conscious nominations and selections in certain extra-curricular activities. Additionally, the United States and the School Board have discussed complaints regarding alleged racial unfairness in the imposition of discipline and concerns regarding alleged failure of the administration to adequately monitor its disciplinary practices.

B. Attendance Zones

- Maintenance of District-Wide Ratio. The School Board shall implement, in good faith, such measures as are reasonable and practicable given all relevant factors (including, but not limited to, demographics and transportation) to operate schools which have student racial enrollment ratios which are within or approximate +/-15% of the District-wide race student ratio. As of May 22, 2009 (the last day for students in the 2008-09 school year), the student racial ratios at all schools, except for Summerfield High School, were within +/- 15% of the District-wide racial ratio of 68% black/31% white. Summerfield High School had a 40% black/59% white student ratio as of May 22, 2009.
- 2. <u>Attendance within Assigned Zone</u>. Beginning in school year 2009-2010, all students seeking to enroll or to continue enrollment in the District will be required to attend the appropriate school located within the zone where the student resides except as set forth in the transfer provisions below.
- 3. Reports and Monitoring. The School Board shall continue to provide the student enrollment statistics by school and race with the annual report filed with the Court. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning the racial ratios at the District's schools. If the parties cannot resolve any concerns so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

C. Residency Verification

- 1. Residency Form Required. Each student seeking to enroll or to continue enrollment in the District schools for school year 2009-2010 must submit a residency form (notarized and with required documentation) no later than ten (10) school days after the first day of school. Each year after school year 2009-2010, each student enrolling in a District school for the first time and each student continuing enrollment in any District school whose address has changed must submit a residency form (notarized and with required documentation) no later than ten (10) school days after the first day of school.
- a. <u>Failure to Submit Residency Form</u>. If a student fails to submit the required residency form within ten (10) school days of his/her first day of enrollment, the principal shall provide the parent, legal guardian, foster care parent, or non-parent (hereafter inclusively referred to as "parent" unless otherwise specifically noted) with written notice that the student is denied enrollment or immediately withdrawn as a result of such failure.
- b. Address Change Notice. A student must submit a new residency form within ten (10) school days of any address change. When a school administrator is notified of a student's address change, such administrator will notify the student's parent that a new completed residency form must be submitted within ten (10) school days of that notice.
- 2. <u>Primary Residency Requirement</u>. The residency form will require parents, legal guardians, foster care parents, or non-parents (as applicable) to certify under oath that the address on the form is the student's primary residence. The student's "primary residence" is defined as where the student spends weekdays and weeknights (Monday through Thursday nights) and at least most of the weekend nights each month, where his/her clothing and other personal belongings are kept, where he/she takes meals, and other evidences of domicile.

3. Documentation Requirements.

- a. All Students. In addition to completing the attached residency forms, students seeking enrollment in the District for school year 2009-2010 or for the first time at any time thereafter must provide at least two (2) of the items listed (1) through (6) below as verification of the student's address. The submitted documents must show the location by street address of the residence of the parent where the child resides as his primary residence (as defined above). Documents must be in the name of the parent and, if they do not, the named person must produce verification of his or her relationship to the student. Any document with a post office box shown as the only address will not be accepted.
 - (1) Property tax records.
 - (2) Mortgage documents or property deed.
 - (3) Apartment/house lease or residential rent receipt clearly indicating the date and amount of the rental payment, the person(s) who made the payment, and the person who received the payment. If a rent receipt is submitted, the next month's rent receipt (including the required information) must be submitted within the next thirty (30) days for such documentation to be acceptable.
 - (4) Utility bill received within the preceding thirty (30) days or application for utility service made within the preceding thirty (30) days. Acceptable utilities include electricity, water, and cable. If an application for utility service is submitted, the first bill must be submitted within the next thirty (30) days for such documentation to be acceptable.
 - (5) Valid voter registration indicating the voting precinct and residential street address.
 - (6) Currently valid Louisiana driver's license clearly showing a residential street address.
- b. <u>Students Residing with a Legal Guardian or Foster Care Parent</u>. In addition to complying with the requirements of subpart I(C)(3)(a) above, a legal guardian or foster care parent of a student must provide a valid court decree declaring him/her to be the legal guardian

or the foster care parent of the student. For purposes of proof of residency, a document granting custody by mandate is not acceptable.

- 4. <u>Residency Verification Process</u>. All students must submit the residency forms and accompanying documentation to the principal of the school in which the student seeks enrollment. The following procedures shall be utilized for verification, as applicable.
- Parents. The principal shall review the forms and documentation in order to determine whether appropriate residency for his/her school can be or has been verified. In the event verification cannot be made by other means, the principal may utilize the home visit process as described below. The principal shall approve those students whose residences have been verified. In the event residency is not verified, the principal shall provide written notice to the parent as soon as practicable that residency cannot be verified and that the student is denied enrollment or shall be immediately withdrawn from the school.
- b. <u>Students Living with Adults Other Than Parents, Legal Guardians,</u> or Foster Care Parents. A student who is living with adults other than his/her parents, legal guardians, or foster care parents (hereinafter referred to as the "non-parent") must provide proof of the non-parent's residential address by providing the documentation required by paragraph I(C)(3)(a) above and providing an affidavit as described below.
- and a signed on residency with the non-parent and prior to the first day of each school year thereafter, the non-parent must provide the admitting school with a signed, dated, notarized affidavit including all of the following: (a) stating his/her relationship to the student, (b) verifying that the

student will be living in his/her home for a period of time encompassing the entire upcoming school year or, if for a portion of said year, an explanation of the reasons for such limited time, and (c) explaining in detail the reasons for the living arrangement.

- 2) <u>Verification of Residency with Non-Parent</u>. The following procedure will be followed in order to verify that a student's residency with a non-parent will comply with the residency requirements.
- a) Principal's Inquiry and Determination As soon as practicable after receiving the enrollment application on behalf of a student represented to be living with a non-parent, the principal of the admitting school will make a good faith inquiry into the merits of the reason(s) to determine if such reasons are accurate and justify acceptance of such residency for enrollment purposes. In the event the residency cannot be verified by the documentation initially presented, the principal shall conduct at least one (1) home visit and/or require the non-parent to submit supporting documentation to the extent such is available (for example but not limited to a copy of a police report or court order in domestic abuse cases) for the purpose of determining whether evidence exists that the given address is, in fact, the student's primary residence (as defined in paragraph I(C)(2) above).
- b) Home Visit. In the event the principal makes an initial determination that the reason(s) presented by the non-parent appear to be inaccurate and/or do not justify the student's residency with the non-parent for purposes of enrollment, the principal will make at least one physical visit to the student's home with the non-parent within ten (10) school days of the student's enrollment in order to verify that the student is, in fact, actually residing with the non-parent in the correct school attendance zone and/or that the residence is justified by the

circumstances involved. The principal making such visit(s) shall complete an affidavit² providing a detailed account of the visit(s), including but not limited to the date, time, location, and identification of all persons present at the residence at the time of the visit.

Notices to Non-Parents. The principal will be responsible for providing the following reports for a student residing with a non-parent to the Committee, and the Committee will be responsible for providing notices to the non-parent, as applicable.

1) Residency Cannot Be Verified. If verification of residency is not confirmed by a second visit, the principal will provide, as soon as practicable, written notification of the inability to confirm the residency to the Committee and the Committee will provide, as soon as practicable, written notification to the non-parent that the student will be denied enrollment or withdrawn if residency is not verified within ten (10) school days from the date of the notice.

Nonjustified Reasons. In the event the principal determines that the reasons given by the non-parent are not accurate or do not justify acceptance of the residency, the principal will, as soon as practicable thereafter, submit to the Committee a statement providing a detailed explanation for such determination. Upon receipt of the principal's written statement, the Committee will, within ten (10) school days of receiving the principal's statement, provide written notification to the non-parent that the student is being denied

³Any School Board employee required to submit an affidavit under any term of this Agreed Order may, in the absence of an available Notary Public to notarize a sworn affidavit, submit a declaration under penalty of perjury pursuant to 28 U.S.C. §1746 instead of an affidavit. This alternative does not apply to any affidavit required of parents or others pursuant to any term of this Agreed Order.

enrollment at the school or is immediately withdrawn from that school for the reasons provided by the principal.

- 5. Review of Residency Verification Determination. A parent aggrieved by a principal's residency decision may request that the principal's decision be reviewed by the Committee. The Committee's decision on such review shall be final and no appeal can be taken to the School Board.
- submit an affidavit to the Superintendent indicating that he/she has verified the residency of all students (with the exception of those under the direct or review authority of the Committee) and listing the name, race, and grade of each student for whom he was unable to verify residency. By September 1 of each year, the Committee shall submit a written statement to the Superintendent listing the name, race, and grade of each student for whom it has verified the residency and the name, race, and grade of each student for whom it has verified the residency and the name, race, and grade of each student for whom it was unable to verify residency. The School Board shall submit a copy of these statements with the annual report filed with the Court. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning residency verification. If the parties cannot resolve any objections so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

D. Student Transfers

1. <u>Transfer Applications</u>. Any student seeking a transfer for any reason from the school in the zone of his/her residence to a school out of his zone of residence must complete and

submit a transfer request form together with such documentation as required by this provision.

Incomplete applications will not be considered.

- a. <u>Submission Period</u>. All transfer requests (including M-to-M) for the upcoming school year are accepted and considered during the period of June 1 through June 23.
- b. Exception. The Committee may approve transfer requests submitted outside the June 1-June 23 period only if such requests are based upon one (1) of the six (6) compelling circumstances addressed below which did not arise or was not known to the applicant prior to June 23, as evidenced by supporting documentation, and if the request otherwise complies with the other terms of this Agreed Order.
- c. <u>Yearly Application and Approval Required</u>. All transfers granted pursuant to this provision shall be valid only for the school year for which the transfer was approved. A student who desires to continue attendance in a receiving school must comply with the transfer request and documentation requirements and approval process each and every year that a transfer is desired. The only exception to this reapplication/reapproval requirement is for M-to-M transfers, which are specifically addressed below.
- 2. <u>Transfer Procedure</u>. All transfer requests must be submitted to the Committee, which shall abide by the following procedure. (This provision does not apply to majority-to-minority transfers, which are addressed specifically below.)
- a. Upon receipt of a transfer request, the Committee must first determine whether the transfer qualifies as a majority-to-minority transfer (M-to-M) under the provisions provided below. If so, the transfer shall be granted as a M-to-M transfer.

- b. If the Committee determines that the requested transfer does not qualify as a M-to-M transfer, the Committee must deny the request unless, upon making a good faith inquiry into the merits, it determines that one (1) of the six (6) compelling circumstances listed below applies. A good faith inquiry shall include consideration of the following: (1) the validity of the reason(s) given; (2) whether the receiving school is best able to address or alleviate the reason(s); (3) whether other students with similar reasons have been granted transfers; and (4) whether transferring similarly situated students to such schools proved beneficial. If the Committee finds the circumstances to be true and compelling and that the transfer otherwise complies with this Agreed Order, the Committee shall be authorized to approve the request; however, the Committee retains full authority to grant a transfer to a different school than the requested one if the Committee determines that such a transfer would be more appropriate.
- c. The Committee shall promptly provide written notices of both approvals and denials of transfer requests to the person(s) making the request.
- d. All decisions of the Committee shall be final and without the availability of appeal to the School Board.

3. Out-of-Zone Transfers (Not M-to-M).

- a. <u>Transfer Request and Documentation Required</u>. Beginning in school year 2009-2010, the parent, legal guardian, foster care parent, or non-parent (referred to hereafter as "parent") requesting a student transfer will be required to provide all of the following:
 - (1) an application indicating which of the (6) compelling circumstances, as specified below, upon which the student seeks an out-of-zone transfer;
 - (2) a signed, dated, and notarized statement (attached to the application) providing a detailed explanation of the reason for the transfer request; and

- (3) any applicable documentation (attached to the application) submitted in support of the transfer request and as required by the applicable provision below.
- b. <u>Compelling Circumstances</u>. Compelling circumstances for approval of out-of-zone transfers requested for school year 2009-2010 and thereafter must include one (1) of the following reasons and be supported by the stated documentation, as applicable. Transfers based on one of these verified compelling circumstances may be granted regardless of the effect such qualified transfers may have on desegregation; however, such transfers must be granted according to the capacity of the receiving school and in the priority set forth in paragraph I(D)(6)(a)(3) below.
 - (1) Specialized academic, vocational, athletic, or special education curriculum not offered in the student's school of residence. Documentation for this reason must include a written statement from the principal of the sending school or the Superintendent verifying the unavailability of the specific curriculum in the school of residence. A transfer for athletic reasons under this provision does not alter the eligibility requirements of the Louisiana High School Athletic Association.
 - Health of the student. Documentation for this reason must include the following: (1) a statement of support from the sending principal outlining his/her recommendation; and (2) signed and dated letters from two (2) non-associated medical doctors (M.D.s) (at least one of whom must be the child's treating physician) certifying the student's health condition and explaining in detail why attendance at the sending school places the student's health in jeopardy and why attendance at the requested school is better for the student's health condition. At least one of the doctors providing a supporting letter must be a specialist in the treatment of the condition which is the reason for the transfer request.
 - (3) Safety of the student. Documentation for this reason must include the following:
 (1) a letter from the principal of the sending school outlining the potential harm to the student in that school together with any supporting documentation that may be available; and (2) a letter from the Superintendent concurring in the determination that the safety of the student at the sending school is in jeopardy.
 - (4) <u>Teachers/Administrators/Staff.</u> A child of a full-time faculty member, administrator, or other staff member (hereinafter "employee") may attend the school where the employee is employed or, if that grade level is not offered at the employee's place of employment, then may attend the school closest to the parent's place of employment. Documentation for this reason must include the following: (1) verification, as required in the above-stated residency provisions, that the student is, in fact, residing

- with the employee; and (2) a letter from the administrator of the school of employment stating the job title and school assignment of the employee.
- (5) Childcare Needs. The Committee may grant a transfer based on childcare needs only for students in pre-K through 8th grade (or through 12th grade in the case of special needs children) and only for good cause shown. "Good cause" shall be one of the following: (1) no childcare with transportation is available in the resident school zone which would enable the child to attend the resident school or (2) family members providing before or after school childcare are unable to pick up the child from the resident school. Documentation for this reason must include the following: (1) a notarized statement from the parents explaining that no childcare is available in their resident school zone which would enable their child to attend the resident school or that family members providing before or after school childcare are unable to pick up the child from the resident school; and (2) a notarized letter from the childcare provider attesting that he/she is caring for the child and that he/she is unable to pick up the child from the resident school.
- (6) Exceptional hardship. A student may qualify for a transfer if he/she or his/her parent has suffered an exceptional hardship that does not qualify for a transfer under any of the other five (5) categories above but that necessitates a transfer. This hardship exception may be applied to unique and urgent situations, including but not limited to incarceration of a parent, terminal illness of a parent, domestic abuse or neglect affecting the student or parent, or natural disaster. Documentation for this reason must include the following: (1) a signed, dated, and notarized statement from the parent providing a detailed explanation of (a) the exceptional hardship of the student, (b) why the hardship requires a transfer from the sending school, and (c) why the receiving school can best accommodate the hardship; and (2) supporting documentation such as signed letter(s) of support from doctors, governmental authorities, or others confirming the existence of the hardship and that the receiving school can best accommodate the hardship.
- 4. Out-of-District and Out-of-State Transfers into the District. The Committee will review all transfer requests submitted by students living outside of the district to attend schools within the District, including requests received from superintendents of sending districts. Except as provided hereinbelow, Committee will not approve any such transfer into the District unless it first determines that the proposed transfer will not impede desegregation in the District or the receiving school. The Committee shall not approve any transfer into the District from students residing out of the State of Louisiana unless it first verifies that the student resides within the

Claiborne Parish "Junction City" school zone and that, in any event, such transfer is granted or denied on a non-discriminatory basis. In the event that an out-of-District transfer request is based on the student being a verified child of a faculty member, administrator, or other staff member of the District, as set forth in paragraph D.3.b.(4) above, then the Committee may grant the transfer without consideration of the effect that the transfer would have on desegregation of the District or the receiving school.

- 5. <u>Majority-to-Minority Transfers</u>. The School Board shall encourage and permit any black or white student who is attending a District school in which his/her race is in the majority to choose to attend another District school where his/her race is in the minority. This majority-to-minority (M-to-M) policy applies only to black and white students. Students of other races shall not be considered as candidates for M-to-M transfers but may be considered for any other transfer for which they may qualify.
- a. <u>Committee Review and Approval</u>. Each M-to-M transfer request shall be reviewed by the Committee to determine qualification for such transfer according to the procedure below. The Committee shall utilize each school's end-of-the-school-year student enrollment data broken down by race to determine which schools qualify for M-to-M transfers for the next school year.
- 1) After the June 23 deadline and within not less than three (3) weeks before the first day of the school year, the Committee will take all of the qualified M-to-M transfer requests, sort them by school and race, and add them to the end-of-the-school-year student enrollment data for each school to evaluate whether the collective group of M-to-M transfers would move any school beyond its student capacity for all admissions. Transfers for other reasons shall not be considered prior to approval of all qualified M-to-M transfers.

- 2) If approving all qualified M-to-M transfers would move any receiving school beyond its student capacity for all admissions, the Committee shall grant as many of the M-to-M transfer requests as the capacity of the school will permit. M-to-M transfers shall supercede all other transfers permitted.
- 3) After all qualified M-to-M transfer requests have been granted, the Committee will allocate remaining available spaces to non-M-to-M transfer requests based on the following priority system:
 - (1) Safety of the student
 - (2) Health of the student;
 - (3) Exceptional hardship of the student or parent;
 - (4) Specialized academic, vocational, athletic, or a special education curriculum;
 - (5) Children of an employee; and
 - (6) Childcare needs.
- b. <u>Transfer Renewal</u>. Once a M-to-M transfer is granted, the transfer shall be automatically renewed each year that the student attends the same school but will cease to be effective when the student graduates to a new school (for example, elementary to middle school or middle school to high school) or opts to return to the school in his/her home attendance area.
- c. <u>Athletic Eligibility of M-to-M Transfers</u>. Any student who is granted a M-to-M transfer shall be automatically eligible to participate in any athletic program at the receiving school.

Reports and Monitoring.

1) <u>July 1</u>. No later than July 1 of each year, the School Board shall submit to the United States (via electronic transmission, facsimile, or by overnight private carrier delivery) a report containing the following information: (a) a copy of each transfer request submitted, including all supporting documentation; (b) a list of the proposed transfers by type,

indicating the sending school and receiving school and the race and grade of the student; and (c) whether the committee proposes to approve or deny the respective transfer requests. Pending review, the Committee shall include in all parental notices of approved transfers that such approval and transfer shall be contingent upon review and approval by the Department of Justice. If the United States has any objections to the proposed transfers, such objections shall be made within thirty (30) days after receipt of such report. In the event the United States lodges an objection to which the School Board does not agree and a resolution of such disagreement cannot be resolved within a reasonable time period, either party may seek intervention of this Court to resolve the issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

2) Annual Report. The School Board shall continue to include in its annual report to the Court the number of the approved and denied transfer requests and shall indicate the sending school and receiving school and the race of each student.

E. Complaint Procedure

Beginning in the 2009-2010 school year, the School Board shall adopt and implement a complaint procedure for the purpose of receiving, investigating, and resolving allegations that a student does not reside in the school zone of his/her primary residence or does not have a legitimate basis for a transfer. The procedure shall include the following.

1. <u>Form of Complaint</u>. In order to invoke this procedure, a person (including School Board members and employees) with reason to believe that a student's residency or transfer is invalid must submit a complaint. The complaint must: (1) be in writing; (2) include a detailed description of the reason(s) it is believed the residency or transfer is invalid; (3) include any tangible

documentation available; (4) be dated by the complaining party; and (5) be submitted to the Superintendent's office or school principal, who shall forward the complaint to the Committee.

2. Procedure.

- a) <u>Determination of Reasonable Basis to Question Residence/Transfer</u>

 <u>Circumstance</u>. The Committee shall determine whether the written complaint provides a reasonable basis to question a student's residence or the circumstance asserted for his/her transfer request. If not, the determination of "no reasonable basis" shall be noted on the complaint form and the complaint procedure shall be terminated.
- b) Notice of Additional Documentation Required. If a reasonable basis is found, the Committee shall immediately: (1) notify the parent that a question has been raised concerning the student's transfer request/attendance; (2) provide the parent with a copy of the attendance zone and transfer policies and complaint procedure; and (3) notify the parent that she/he must submit additional proof of residency and/or the transfer-related circumstance within ten (10) school days from the notice.
- c) No Response. If no additional documentation is received by the Committee within ten (10) school days of the notice, the Committee shall provide written notice to the parent that the student is immediately being denied enrollment, the requested transfer, or continued enrollment (as applicable) and the student shall be immediately withdrawn accordingly.
- d) <u>Additional Documentation Home Visit</u>. If additional proof of residency or transfer circumstance is received within ten (10) school days of the notice, the Committee shall direct the principal of the receiving school to make an unscheduled home visit for additional verification of residency (as defined hereinabove) and/or legitimacy of the transfer

circumstance. The principal making the home visit shall submit a written report to the Committee which shall include but not be limited to the date, time, location of the home, person(s) present at the address and relationship(s) to the student, and particular findings indicating or not indicating the student's primary residence at the location. The principal must conduct at least one home visit with the student present before concluding that such location is the student's primary residence.

- e) <u>Failure to Verify</u>. If the home visit fails to verify the student's residency or the legitimacy of the transfer circumstance, the Committee shall as soon as practicable provide notice to the parent and the school that the student is immediately denied enrollment or withdrawn from the school pursuant to this Agreed Order.
- f) <u>Decisions Final</u>. Decisions by the Committee to deny enrollment, to withdraw a student, or to discharge a complaint (whether as one without reasonable basis or upon verification of residency or transfer circumstance) shall be final and without appeal to the School Board.
- 3. Reports and Monitoring. By September 1 of each year, the Committee shall provide to the Superintendent a written statement confirming adherence to the complaint procedure since the last annual report and indicating the number of complaints received since the last report; the race and grade of the student involved in each complaint; and the disposition of each complaint. The School Board shall provide a copy of this report to the United States when it submits its annual report. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning the complaint procedure. If the parties cannot resolve any concerns so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within

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

F. Advertising and Notices

- 1. Advertising. Beginning in 2009, the School Board shall annually advertise by publication no later than June 1 in the *Guardian-Journal* (or, if not available, such newspaper of general circulation in Claiborne Parish as may be available at the time) the residency verification and transfer policies and procedures herein agreed upon and as approved by the Court. The School Board shall ensure that the residency verification and transfer notice as advertised pursuant to this provision includes the M-to-M policy, including the application process and which students and schools are currently eligible for such transfers, and the complaint procedure set forth below.
- Notice to Adjacent Public School Districts. Prior to July 1, 2009, the School Board shall distribute copies of the residency verification and transfer notice to the school boards for all adjacent public school districts.
- 3. <u>Notice to Parents</u>. The School Board shall provide all residency verification and transfer policies and procedures (including specific notice of the M-to-M policy) to parents, as follows: (1) advertise as provided above; (2) post procedures at each school and in central office where it is readily visible to the public; and (3) include a copy of all residency verification and transfer policies in each student handbook issued in the District. The School Board shall make such policies and procedures available for review and copying at its central office and at each school.
- 4. Reports and Monitoring. In the annual report submitted to the Court and parties, the Superintendent shall submit an affidavit confirming compliance with this provision since

the last annual report and shall attach to the statement verification of the newspaper publication and a copy of the current student handbook. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning advertising and notices. If the parties cannot resolve any concerns so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

G. Policies, Forms, and Modifications

The School Board has adopted attendance and transfer policies that conform to the terms of this Agreed Order. The residency and transfer forms and notices attached to this Agreed Order as Attachments 1 and 2, respectively, shall be utilized by the School Board. The attendance and transfer policies, forms, and notices

may be modified only with the written consent of the United States, by and through counsel for the Department of Justice, or by order of the Court.

H. Maintenance of Records

Beginning with the 2009-2010 school year, the School Board shall maintain a copy of all records related to the residency and transfer provisions stated hereinabove, including but not limited to the following: residency forms and documentation of actions taken by District personnel to verify residences (including but not limited to physical visits, requests for additional data, and contacts with affiants); residency determinations; notices and advertisements required herein; all out-of-zone and M-to-M transfer requests and documentation, whether approved or denied; complaints received and documentation; and actions taken in response to complaints. Such records shall be maintained for at least five (5) years or until this case is dismissed, whichever occurs first.

I. Assignment of Students to Classes

1. Nondiscriminatory Class Assignments.

The School Board shall prohibit the use of race as a factor in assigning students to individual classes and shall make such assignments on a racially nondiscriminatory basis.

2. Reports and Monitoring. By September 15 of each year, each principal shall submit an affidavit confirming compliance with this provision during the preceding school year. The School Board shall submit a copy of this statement with its annual report to the United States. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning class assignments. If the parties cannot resolve any concerns so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

II. TRANSPORTATION

A. Desegregation of Buses

The School Board shall ensure that its buses are desegregated to the extent practicable and shall make bus assignments on a racially nondiscriminatory basis.

B. Transportation for M-to-M Transfers

The School Board shall make transportation available for all students who have been granted M-to-M transfers pursuant to the terms of this Agreed Order. The District shall not require parents to provide transportation unless a parent agrees to do so, and then, only if the District reimburses the parent for providing such transportation.

C. Reports and Monitoring

The School Board shall report the desegregative status of its transportation services in its annual report to the United States. Within forty-five (45) of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning transportation. If the parties cannot resolve any objections so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

III. FACULTY ASSIGNMENT

A. Faculty Desegregation

The School Board shall ensure, to the extent practicable given available qualified applicants, that each school in the District (including the alternative school) has a faculty racial ratio that approximates the district-wide faculty race ratio no later than the beginning of the 2010-2011 school year. In order to achieve this goal, the School Board shall use attrition, retirement, transfers, and new hires. The School Board shall take such reasonable and practicable measures to inform communities, principals, teachers, and staff members regarding the obligations of the School Board with respect to faculty assignment and to address their concerns regarding those obligations and the effect thereof. If the School Board has not achieved the desired faculty racial ratios by the end of school year 2010-2011, the School Board shall utilize teacher transfers, as practicable, to achieve a goal of compliance prior to the commencement of school year 2011-2012.

B. Reports and Monitoring

The School Board shall continue to report the number of full-time teachers by race and by school, the number of part-time teachers by race and by school, and the number of full-time

and part-time teachers by race District-wide in its annual report to the United States. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning faculty assignment. If the parties cannot resolve any objections so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

IV. EXTRA-CURRICULAR ACTIVITIES

A. Nondiscriminatory Activities

The School Board shall ensure that policies, procedures, and implementation of same regarding selection for and participation in all extra-curricular activities (including but not limited to try-outs, auditions, nominations, selection, and participation of students for any type of school-related honors or extra-curricular activities) prohibit the use of race as a factor and are conducted in a racially nondiscriminatory manner.

B. Reports and Monitoring

By September 15 of each year, the principal of each school shall submit to the Superintendent an affidavit verifying that his/her school has complied with this provision and that no race-conscious activities have occurred within the prior school year. The School Board shall provide a copy of such affidavits to the United States at the time its annual report is filed with the Court. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of any objections it has concerning extra-curricular activities. If the parties cannot resolve any objections so reported through good faith negotiations, either party

shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

V. DISCIPLINE

A. Nondiscriminatory Discipline

The School Board shall ensure that its disciplinary policies and procedures are implemented on a racially nondiscriminatory basis. The School Board shall ensure that each of its schools maintains accurate records of student suspensions and expulsions. The principal (or his/her designee) of each school shall ensure that his/her school's records include the race, grade, disciplinary infraction, and severity of the punishment (i.e., the length of suspension or expulsion). Additionally, the School Board shall ensure that the principals and teachers receive annual in-service review of the District's disciplinary policies and procedures with an emphasis on the implementation of such policies and procedures in a racially non-discriminatory manner.

B. Reports and Monitoring

By September 15 of each year, the principal of each school shall submit to the Superintendent an affidavit verifying that his/her school has complied with this provision and that race was not a factor in any disciplinary decisions during the prior school year. The principal shall attach to this statement a list of all students who were suspended or expelled since the last annual report by race, grade, disciplinary infraction, and severity of the punishment (i.e., the length of suspension or expulsion). The School Board shall provide a copy of these principal statements to the United States at the time its annual report is filed with the Court. Within forty-five (45) days of its receipt of the annual report, the United States shall provide, in writing, a detailed description of

any objections it has concerning discipline. If the parties cannot resolve any objections so reported through good faith negotiations, either party shall have the right to seek Court intervention to resolve such issue. Any objections not presented within this time period shall be considered waived and the School Board shall be considered in compliance with this provision for the respective school year.

VI. OTHER PROVISIONS

A. Dispute Resolution

The parties agree that they are committed to working in good faith toward the resolution of any disputes that may arise regarding the terms of this Agreed Order and/or any of the Green factors. Either party, however, shall have the right to seek judicial resolution of any alleged noncompliance with this Agreed Order and/or any other dispute related to the Green factors.

B. Informal Requests for Information

The United States agrees to submit informal requests for information related to the terms of this Agreed Order and/or any of the <u>Green</u> factors directly to counsel of record for the School Board. The School Board agrees that responses to such informal information requests will be submitted within forty-five (45) days of the receipt of such requests by its counsel of record.

C. Evidence of Good Faith

The parties agree that the School Board's compliance with the terms of this Agreed Order, among other affirmative nondiscriminatory conduct, shall be evidence of the School Board's good faith to comply with its constitutional obligations to operate the schools in the District in a racially non-discriminatory manner with equal educational opportunities for all.

D. **Judicial Supervision and Unitary Status**

Continued judicial supervision of this case consistent with federal case law shall be limited to ensuring the School Board's compliance with the terms of this Agreed Order and with its constitutional duty to eliminate vestiges of past de jure discrimination. The School Board agrees that, unless the United States consents, it will not move for a declaration of full or partial unitary status earlier than the conclusion of the 2011-2012 school year. At that time, in the absence of a pending motion by the United States or a ruling by this Court as to the District's non-compliance with this Agreed Order or federal law, the United States will not object to the District's motion. However, the parties further agree that the existence of a motion or ruling as to one or certain Green factor(s) shall not foreclose the School Board's right to move for partial unitary status as to one or more other Green factors.

E. Posting of the Agreed Order

Until this case is dismissed, the School Board shall on a yearly basis: post this Agreed Order on the School Board's website; inform parents in the student handbook about the Agreed Order; and inform parents of its availability for review and copying. In addition, the School Board shall make a copy of this Agreed Order and its attachments available to parents, students, or other interested parties upon request.

VIII. EFFECT OF PRIOR ORDERS

All previous orders and decrees of this court shall remain in full force and effect to the extent that they are not inconsistent with or expressly amended by this Agreed Order.

SO ORDERED, this the ______ day of ______, 2009.

UNITED STATES DISTRICT COURT JUDGE

APPROVED:

For the United States of America:

DONALD D. WASHINGTON United States Attorney

LORETTA KING Acting Assistant Attorney General Civil Rights Division

JANICE E. HEBERT Assistant U.S. Attorney Western District of Louisiana 800 Lafayette Street, Suite 2200 Lafayette, LA 70501

/s/ Iris Goldschmidt
FRANZ R. MARSHALL
IRIS GOLDSCHMIDT
Attorneys for Plaintiff
United States U.S. Department of Justice
Civil Rights Division
Educational Opportunities Section,
PHB 950 Pennsylvania Ave., NW

Washington, DC 20530 Telephone: (202) 514-4092 Facsimile: (202) 514-8337

For the Claiborne Parish School Board

HAMMONDS & SILLS Physical Address: 1111 S. Foster Dr., Suite C Baton Rouge, LA 70806 Mailing Address: P.O. Box 65236 Baton Rouge, LA 70896 Telephone: (225) 923-3462 Facsimile: (225) 923-0315

By: /s/ Robert L. Hammonds ROBERT L. HAMMONDS Bar Roll No. 6484