

Comparison: Teachers

1. Basic Similarity. Our proposed decree has six separate paragraphs relating to teachers; they pertain to the formulation of a faculty desegregation plan by the State Superintendent, placement services, teacher institutes, in-service training programs, certification requirements, and informing applicants for certification of the requirements of desegregation. Plaintiffs adopted these provisions subject to the following minor modifications:

(a) The faculty desegregation plan to be formulated by the state officials must, under the plaintiffs' proposed decree, be submitted to the Court and parties "within 60 days after the entry of this decree" while our decree requires the submission to be "within 60 days after entry of this Court's order." *within*

(b) We require placement services to be provided "in a manner to effect faculty desegregation," while the plaintiffs would require that the services be provided "in the manner which best effectuates faculty desegregation." *within*

(c) Our proposed decree requires that school teacher institutes be conducted "in a nondiscriminatory manner" while the plaintiffs' decree would require that the institutes be conducted "on a desegregated basis."

(d) The provision in our proposed decree relating to certification is essentially prohibitory. The State Superintendent is prohibited from applying certification requirements in a manner to perpetuate faculty segregation or to avoid faculty desegregation. In contrast, plaintiffs cast the State Superintendent's obligation regarding certification in an affirmative way. Their proposed decree would require him to apply certification requirements "in such a manner as to promote faculty desegregation."

2. Additional provisions regarding faculty desegregation.
In addition to adopting all the provisions contained in our proposed decree, plaintiffs asked for three additional forms of relief regarding faculty desegregation:

(a) In order to give the plan to be formulated by the State Superintendent greater effect, plaintiffs' proposed decree requires the State Superintendent to inform all local school systems that such a plan is being formulated, to submit the plan to each local school system within 90 days of the entry of the decree and to inform the local school systems that any faculty assignments shall be subject to changes pursuant to the plan, notwithstanding any contracts entered by the local systems and the teachers. */

New school
(b) Plaintiffs' proposed decree contains a specific provision regarding new schools that are to commence operation during the 1967-68 school year. That decree requires the State Superintendent to inform all local school systems that they are "on notice that the racial composition of the faculty [at each new school] shall not vary more than 15% from the racial composition of the teacher population within the school district."

contracts
(c) Plaintiffs' proposed decree also contains a provision pertaining to faculty assignments that may be otherwise frozen or protected by employment contracts between the teachers and local school systems. Under this provision the State Superintendent is required, upon entry of this decree, to inform all local school systems that "if any

*/ Specifically, plaintiffs' proposed decree provides that the State Superintendent shall inform all local school superintendents "that no contract shall be entered into between any district and a teacher which binds the school [district] to assign the teacher to a particular school for the 1967-68 school year," and "local school districts may enter into contracts for the services of teachers provided both parties expressly understand that such teachers will be subject to assignment pursuant to the aforementioned faculty desegregation plan."

contract is entered into contrary to the above provisions [which relate to the State plan and new schools] or if any contract is entered into at an earlier date as is usual for such contracts, and providing that faculty segregation continues, this Court shall presume a discriminatory intent and decree any such contract unenforceable."