

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

LENA VERN DANDRIDGE, ET AL.,
Plaintiffs,

vs.

JEFFERSON PARISH SCHOOL BOARD, ET
AL.,
Defendants.

Civil Action No. 2:64-cv-14801-KDE-JCW

FINAL SETTLEMENT AGREEMENT

This Final Settlement Agreement (the “Agreement”) between the Plaintiffs and the Defendants (the “School Board”) provides for the resolution and termination of this litigation following its acknowledgment by this court. The parties to *Lena Vern Dandridge, et al. v. Jefferson Parish School Board, et al.*, No. 64-14801 (EDLA) (the “Lawsuit”), and the Jefferson Parish School Board (the “School Board”) jointly stipulate and agree, subject to the acknowledgment of the court, that upon court acknowledgment of this Final Settlement Agreement, the court may make a finding of full unitary status based on prior actions and enforceable commitments in the Consent Order [164], as amended, and the Agreement, vacate all prior orders and injunctions in the Lawsuit, and enter a Final Judgment and Order dismissing the Lawsuit with prejudice. Such dismissal shall be without prejudice only to the extent that plaintiffs may, with the exception of Paragraph B(5) of this Agreement, file a separate action in the United States District Court for the Eastern District of Louisiana seeking to enforce the terms of this Agreement.

A. Background

This suit was originally filed on July 30, 1964, to desegregate the public schools of Jefferson Parish and to eliminate the vestiges of the prior dual school system. After various

judicial proceedings and decrees, by Consent Order [164] entered May 15, 2008, the court approved numerous unopposed modifications of the previously operative Orders covering all phases of school district operation.

The Consent Order [164], as amended, and the plan therein required the School Board, *inter alia*, to modify attendance zones, and upgrade facilities consistent with its desegregation obligations. Beginning with the 2008-2009 school year, the School Board began to operate the Jefferson Parish public schools consistent with the terms of the Consent Order [164].

Following the court's approval and entry of the Consent Order [164], as amended, counsel for the parties have conferred and met on several occasions to discuss the remaining issues in this litigation and to explore the possibility of reaching a negotiated resolution of this matter consistent with governing legal standards. The parties have now reached an agreement within that framework, pursuant to which they will jointly request the court:

- (a) acknowledge this Agreement and schedule such further proceedings as may be necessary to give final authority to the Agreement;
- (b) in conjunction with such acknowledgement, find that the actions taken by the School Board in this litigation to date together with the commitments contained in this Agreement, provide an appropriate basis for judicial determination that the school system has achieved unitary status because the steps required by this Agreement are necessary to and will eliminate all remaining vestiges of the original dual system to the extent practicable, and
- (c) dismiss the case and vacate all prior orders and injunctions entered herein, acknowledging this Agreement as part of the dismissal order.

B. Areas Covered by the Final Settlement Agreement

This Agreement is predicated upon and reflects the fact that it has not been possible, in the time that has elapsed since the entry of the Consent Order [164], to resolve all remaining issues affecting the School Board's achievement of "unitary status" that were identified either in the court's various Orders or in discussions among counsel prior or subsequent to issuance of the

Consent Order [164]. This Agreement does recognize that the School Board has developed and begun to implement specific plans and courses of action intended to confront and resolve those issues. These plans include, *inter alia*, the creation of new magnet school programs and Academic Academies, school modifications, modification of attendance zones, operation of a Majority-to-Minority Transfer Program, and implementation of other special educational programs and services.

The Plaintiffs have evaluated the content of the plans thus far developed and implemented, and have concluded, as memorialized in this Agreement, that the School Board should continue to implement and evaluate the effectiveness of those plans as provided for below during the term of this Agreement without the necessity of continuing federal court supervision over its activities. Under these circumstances, the parties are satisfied that dismissal of this action and vacation of prior outstanding orders and injunctions in accordance with this Agreement is legally appropriate.

1. Programs To Improve Black Participation In Certain Programs

The School Board, in cooperation with plaintiffs, have devised plans that are aimed at increasing participation of Black students in magnet programs, gifted study programs, Advanced Placement and honors courses, and International Baccalaureate programs (Consent Order [164], as amended). All such plans shall remain in full force and effect for the duration of this Agreement. Among the specific steps that the School Board will take to attract Black students' applications to these programs for the 2011-12 and succeeding school years are the following:

- (a) accomplishing earlier and broader dissemination --- no later than January of each school year --- of notices to parents of pupils currently enrolled in the school system of an updated written flyer describing programs to be offered in the following year;

- (b) assuring that such information is posted continuously on information boards in all feeder schools in the school system;
- (c) expanding outreach to local businesses and institutions regarding these programs;
- (d) scheduling Open House opportunities for parents, especially parents of students eligible to apply, during the spring of each school year, to visit these programs and to observe and receive information about the programs;
- (e) making presentations about these programs during the spring semester of the each school year for parents;
- (f) maintaining prominently on the School Board's website complete information, updated promptly and regularly, about these programs; and
- (g) providing comprehensive information during the spring semester of each school year about these programs, together with details about and deadlines for submission of applications, to all principals at schools enrolling students eligible to apply and conducting appropriate follow-up to assure that principals support and encourage interest in these programs among their students.
- (h) the School Board shall make public service media announcements advertising magnet programs, gifted study programs, Advanced Placement courses, honors courses, and International Baccalaureate programs.

2. *Facilities*

With respect to the provision of facilities, the School Board has undertaken a Facilities Policy. The School Board agrees to complete the implementation of that process in as timely a manner as practicable.

The School Board is presently reviewing facilities to determine whether any current school(s) should be closed. In determining whether a school should be closed, the following non-exclusive considerations shall be considered and procedures shall be followed prior to the closure of any school:

- (a) A recent history of declining student enrollments resulting in a significant underutilization of classrooms;

- (b) Proximity of schools to a school to be closed that have sufficient capacity to enroll all or significant portions of students displaced by a school closure;
- (c) Inferior physical plant of a school warranting closure as recommended by the School Board's architects and/or engineers; and/or
- (d) Excessively high operating cost due to a school's age or physical condition.

In all instances in which it is practicable, the redrawing of contiguous student attendance zones following a school closure shall not result in increasing in number the majority race of a racially identifiable receiving school or result in a desegregated receiving school becoming racially identifiable. Where it is not practicable to redraw student attendance zones following closure of a school so as to avoid an increase in the majority race of a racially identifiable receiving school or a desegregated school becoming racially identifiable, all reasonable measures will be taken to minimize such results.

In the absence of compelling reasons, school closures shall not disproportionately affect one racial group as opposed to another racial group.

In the event a school is closed which was to receive funding for repairs or renovations or other capital improvements under the School Board's Facilities Policy, such funds shall be utilized to fund any unbudgeted cost overruns for other projects in the said Facilities Policy or if not needed for unbudgeted cost overruns such funds shall revert to the appropriate fund for other uses by the School Board.

Prior to consideration by the School Board as to whether a school should be closed, public notice thereof shall be made by advertisement in the School Board's official journal and on the school system's website not less than 30 days prior to such consideration. The public notice shall identify the school or schools to be considered for closure, the time and location of

all meetings in connection therewith, and advise that public comment shall be available to persons wishing to be heard.

3. *Resource Allocations*

With respect to allocations for school equipment and materials of instruction the School Board has adopted and implemented a resource allocations policy. The School Board agrees to continue that process throughout the term of this Agreement.

4. *Additional commitments*

The School Board agrees to the continuation and maintenance of the following elements of prior decrees in this litigation:

- (a) Attendance zones established in the Consent Order [164], as amended, shall not be modified so as to result in a resegregation of the school system. In the event it should become necessary to adjust attendance zones or close schools during the term of this Agreement, the School Board shall provide plaintiffs with such attendance zone adjustments and projected student enrollments by race and/or schools to be closed and the rationale for such closure. Similarly, the School Board may expand choice opportunities in any nondiscriminatory manner that does not result in resegregation of the school system.
- (b) The School Board shall continue to verify addresses and to enforce its attendance zones, procedures, and requirements in substantially the same manner as it has done under the prior orders of the court in this matter, including by continuing to require school principals to certify by affidavit, each fall, that they have examined the "911" addresses of students registered and enrolled in their school and that those addresses are accurate.
- (c) Assignments to magnet programs shall be made in the same fashion as has been required by prior orders of the court, as amended. Any proposed modifications to policies or procedures applicable to such programs shall be communicated to plaintiffs prior to implementation.
- (d) The School Board agrees to continue its affirmative efforts, in recruiting and outreach, to encourage applications for instructional and administrative positions from qualified Black applicants.
- (e) The School Board agrees to continue to encourage desegregated student participation in the school system's gifted and talented programs.

The parties further agree that during the term of this Agreement the School Board shall continue to follow the following current practices and policies (or their substantial equivalents):

- (a) use of the Dandridge Desegregation Task Force;
- (b) student transfers in accordance with established Policy;
- (c) facility improvement/expansion in accordance with established Policy;
- (d) discipline and drop-out prevention in accordance with established Policy,
- (f) the Compliance Office or other such office shall have monitoring responsibilities and may make compliance recommendations to the superintendent of schools, and
- (g) implementation of the attached post-unitary policies.

5. *Appointment of administrative, faculty and non-instructional support staff*

The superintendent shall recommend for appointment and/or employment all school-site administrative and faculty personnel subject to the concurrence of the School Board whose concurrence shall not be unreasonably withheld. With respect to all assistant principal, dean, and teaching positions, the superintendent's recommendation may be informed by the recommendation of the school's principal. Subject to any future modification of School Board policy, the principal shall have, with the exception of the diversity goal in Paragraph B(6), unfettered discretion when making recommendations for assistant principals, deans, and teachers to recommend for employment the person deemed best suited, regardless of other considerations, to further the school's academic mission and the attainment of a satisfactory or higher school performance rating.

The Board agrees to continue its affirmative efforts, in recruiting and outreach, to encourage applications for instructional and administrative positions, including central office or administration, area supervisory, and school site personnel, from qualified minority applicants

and shall periodically compare the results of its efforts with the available qualified labor pool in the local area and in the State of Louisiana.

The courts of the state of Louisiana shall have jurisdiction to hear and determine any disputes that may arise in connection with this provision of this Agreement.

6. *Racial Composition*

The School Board is committed to the concept of preserving racial diversity in its teacher ranks assigned to the school system's schools. The Board agrees to continue its affirmative efforts, in recruiting and outreach, to encourage applications for instructional, professional and administrative staff (positions, including central office), should reflect the broad diversity of backgrounds and experiences that characterize Jefferson Parish or administration, area supervisory, and Louisiana. Furthermore, one means of achieving a diverse workplace is to encourage, recruit, and seek to attract applications, for all vacant positions, school site personnel, from individuals of widely diverse backgrounds qualified minority applicants and shall periodically compare the results of its efforts with the available qualified labor pool in the local area and in the State of Louisiana.

The Superintendent shall direct staff to carry out ongoing recruitment activities within the Human Resources Department which should focus on widely disseminating information about vacancies so as to reach a group of potential applicants broadly reflecting geographic, gender, racial, and ethnic diversity. If such activities include recruitment trips or visits by School System staff to community and/or educational institutions, they should include visits to institutions and locations that, taken as a whole, reflect that broad diversity.

The Superintendent, or his or her designee, shall:

- (a) Take appropriate steps to inform all staff of the School System who are involved in the employment process of the Board's support for, and commitment to, achieving diverse staffs of well-qualified employees from

- widely varying backgrounds. This provision applies in particular to school site personnel who review applications for instructional staff positions, conduct interviews, and make hiring recommendations;
- (b) Direct the Department of Human Resources to provide guidance to staff involved in the employment and promotional processes concerning appropriate, educationally sound and legally valid methods to evaluate applicants that take into account a candidate's potential contribution to staff diversity at a particular school, program or location;
 - (c) Require that an annual written report be prepared containing information and conclusions regarding the School System's staff diversity, including diversity in classified instructional, professional and administrative personnel, including central office, and at the school system level. At a minimum, the written annual report shall contain the following information:
 - (i) Information concerning the numbers of instructional, professional, administrative, including central office, and classified personnel at each school. The information collected shall contain the gender, racial and ethnic identification of these employees;
 - (ii) Information on those employees identified as twelve-month employees who work in the administrative offices of the School System;
 - (iii) Staff who are in the school system's Assistant Principal and Principal pools;
 - (iv) The report may also make recommendations to guide and assist instructional personnel who desire to gain the experience and training that will qualify them for entrance into promotional pools;
 - (v) Information regarding the recruitment activities of the Human Resources Department as provided for in this policy;
 - (vi) A comparison of the diversity of the staff with the previous years, including the diversity in classified instructional, professional, central office and administrative personnel at the school level; and,
 - (d) Present the findings of the annual written report to the School Board at a public meeting of the Board regarding these matters, along with any recommendations the Superintendent may have;
 - (e) Provide the Cabinet and any other such individuals as may be necessary with a copy of the annual written report for the purpose of conducting meetings, as necessary, to address any findings or conclusions contained in the report regarding

staff diversity; and

- (f) Ensure the annual written report to the Board shall be made publicly available to any person or organization via the School System's website and through other reasonable means, upon request.

This Recruitment Policy is intended to produce a pool of applicants for vacant positions advertised by the School System that is as diverse as possible and it is not intended to require, establish, or support racial or ethnic quotas in the employment process nor does it confer any additional legal rights on any applicant, employee or prospective applicant than is otherwise prescribed by law.

7. *Provision of information*

Finally, the parties agree that the School Board shall develop and implement internal procedures to monitor its effectuation of this Agreement and shall provide to plaintiffs the following information for each school year during the term of this Agreement, no later than December 1st of that school year:

- (a) The number of students enrolled in the Magnet Schools, Academies, and IB Schools, by race, ethnicity (using the census reporting categories required by the Louisiana Department of Education), grade level and school;
- (b) Total certificated positions filled by new hiring for the preceding school year, by race and ethnicity (using the census reporting categories required by the Louisiana Department of Education), and cross-tabulated by work site category (central office or administration, area supervisory, and school site, respectively).
- (c) Individual school staffing by race and ethnicity (using the census reporting categories required by the Louisiana Department of Education) for regular classroom teachers, other instructional personnel, principals, assistant principals, other administrators, and non-certificated staff groupings.

C. Consultation and Enforcement

The parties agree to confer and consult periodically concerning the School Board's implementation of this Agreement in order to identify any problems or concerns that may arise

so that they may be resolved amicably without the need to resort to judicial enforcement of the provisions of the Agreement. Remedies for alleged non-compliance that cannot be resolved through consultation shall be limited, with the exception of the provisions in Paragraph B(5), to specific performance.

1. Written Notification of Alleged Violations and Voluntary Correction.

If Plaintiffs believe that Defendants have breached the terms of this Agreement, Plaintiffs will notify Defendants of the provision of the Agreement with which they allege Defendants have not complied, and with a written explanation of the nature of the alleged breach. Said notification shall be within fifteen (15) business days of discovering such alleged breach. Upon receipt of this written notice and explanation ("Notice"), Defendants will conduct an appropriate investigation and respond, in writing, within fifteen (15) business days. However, if the termination date for this Agreement is less than fifteen business days away, Defendants will respond by the termination date. The Parties may, if warranted, take voluntary corrective action.

2. Mediation.

If Plaintiffs reasonably believe that the response provided by Defendants does not resolve the issue(s) or alleged violation(s) raised in the Notice, the Parties may invoke a mediation process ("Mediation") to resolve the dispute. Mediation shall take place in Jefferson Parish; the mediator need not be from that Parish, however. The costs of Mediation shall be Defendants' responsibility. Unless otherwise agreed in writing between the Parties, Mediation must commence within forty-five (45) calendar days from receipt of Notice. For alleged violations which Plaintiffs, in good faith, reasonably believe may result in immediate and irreparable harm to Plaintiffs, the Notice shall so indicate this belief, and Mediation must then commence within five (5) business days, if at all practicable. However, should Plaintiffs learn of an alleged breach

at a time that is five (5) days or less prior to the termination date of this Agreement, they shall promptly notify Defendants of the alleged breach, and Defendants shall make a good faith effort to correct the alleged breach within 24 hours thereof. The Parties shall conduct the Mediation in good faith in an attempt to resolve the matter(s) contained in the Notice.

3. Performance of this Agreement.

If the issue(s) of noncompliance raised in the Notice is/are not resolved through Mediation, then Plaintiffs' sole remedy is to file a separate action to enforce performance of this Agreement in the United States District Court for the Eastern District of Louisiana. An action seeking such specific performance shall be filed as a new and separate action in the United States District Court for the Eastern District of Louisiana not later than sixty (60) days following the expiration of this Agreement. In any action for specific performance in which plaintiffs shall prevail in whole or in part, plaintiffs may petition the court for an award of reasonable attorney's fees. Defendants will not object to the filing of such a case on the grounds of lack of jurisdiction. Strict compliance with Paragraphs C(1) and (2) above is agreed by the Parties to be a condition precedent to the filing of any such action.

D. Notice

All notices, notifications, and required provisions of information or data provided for in this Agreement shall be deemed made by forwarding the same to a party's counsel of record by certified mail or e-mail transmission for which an acknowledgement of receipt is received by the sender from the addressee.

E. Term of Agreement

This Agreement shall become effective upon its acknowledgment by the court, after being approved by the parties. With the exception of the post-unitary status policies of the

School Board attached to this Agreement, this Agreement shall terminate either on July 1, 2014 or at the end of the 2013-14 school year whichever is earlier.

F. Modification of Agreement

The provisions of this Agreement may be modified during the term of the Agreement by a written document executed by counsel for the parties.

G. Understanding of the parties

Each term of this Agreement is deemed by the parties as essential to its perfection and ongoing validity with respect to the declaration of unitary status and termination of federal judicial supervision over the facets of the operations of the Jefferson Parish Public School System.

H. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of its execution. There are no other promises, conditions, understandings, contracts or other Agreements, whether oral or written, relating to the subject matter of this Agreement.

Dated this 2nd day of August, 2011.

Respectfully submitted,
BY ATTORNEYS:

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