

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION

UNITED STATES OF AMERICA	CIVIL ACTION NO. 69-14429
VERSUS	JUDGE ROBERT G. JAMES
MOREHOUSE PARISH SCHOOL BOARD, <i>et al</i>	MAGISTRATE JUDGE KAREN L. HAYES

AGREED ORDER

Plaintiff United States of America and Defendants Morehouse Parish School Board, *et al.* (“Board”) have agreed and consented to the following, subsequent to the United States’ Court-ordered review of the Board’s compliance with its federal desegregation obligations. The review included an analysis of Morehouse Parish School District (“District”) data, site visits, and other information. Based on its review, the United States concluded that the Board had satisfactorily demonstrated that it has complied with its desegregation obligations in the areas of extracurricular activities and facilities. Further, the United States concluded that the Board had not demonstrated it has met its affirmative obligations and should not be held to have achieved unitary status with respect to the following areas: student assignment; student transfers; faculty hiring and assignment; school construction and site selection; and quality of education, including discipline. This Agreed Order does not address, nor does the United States take a position on whether the District has complied with its desegregation obligations with respect to transportation. The Board does not agree with the United States regarding non-compliance with its desegregation obligations; however, in an effort to avoid protracted litigation, the Board

agrees to the provisions below. This Agreed Order shall not be construed or used as an admission by the Board that it has not taken all steps practicable to eliminate the vestiges of the prior *de jure* system.

IT IS THEREFORE ORDERED that the parties' Joint Motion for Approval of Agreed Order [Doc. No. 78] is **GRANTED**.

IT IS FURTHER ORDERED that the Court finds that the Board operates a unitary school district with respect to extracurricular activities and facilities. Accordingly, prior orders are **DISMISSED** and the Board is released from further court supervision solely with respect to extracurricular activities and facilities.

IT IS FURTHER ORDERED THAT:

1. The District shall, within fifteen days (15) days of entry of this Agreed Order, submit a formal request for assistance to the Intercultural Development Research Association Equity Assistance Center, South Central Collaborative for Equity ("IDRA") through its Director, Dr. Bradley Scott. The District shall meet and cooperate with the IDRA in meeting the terms of this Agreed Order. All discussions by and between the Board, District and the IDRA shall remain confidential. Unless specifically provided below, the District shall within ninety days (90) days of entry of this Agreed Order provide to the United States a detailed description of specific measures the Board agrees to implement to comply with each provision of this Agreed Order.

A. STUDENT ASSIGNMENT AND TRANSFERS:

- (1) ASSIGNMENT TO SCHOOLS: The District shall specifically request that the IDRA review its student assignment practices, taking account of the District's current attendance zone lines. In consultation with the IDRA, the District shall review, in good faith, its attendance zone lines in regard to student assignment and develop and implement such changes in its current plan that are reasonable and practicable given all relevant factors (including, but not limited to demographics, geography and transportation) so that the District's schools shall have student racial enrollments which are consistent with United States Fifth Circuit and Supreme Court precedents regarding the elimination of all vestiges of the former de jure system to the extent practicable. The Board shall present any such plan so developed to the United States and the Court within sixty (60) days of the entry of this Agreed order, together with a detailed analysis of the impact of any proposed transportation changes, by race.

- (2) TRANSFERS AND SPECIAL ASSIGNMENTS: All children shall attend the school in their zone of residence unless they are granted a transfer and/or special assignment or other attendance zones are developed pursuant to court order. Within sixty (60) days of the entry of this Agreed Order, the Board shall (1) revise its

transfer policies and forms to ensure that they accurately and adequately define the circumstances under which both intra-district and inter-district transfers are granted; and (2) specifically define and describe the exceptions to students attending school within their zone of residence or other zone required by court order, including the Morehouse Magnet School Program (“Magnet Program”), Majority to Minority transfer program, and the safety, school-based employee, and special education needs exceptions.

- (3) **MAGNET PROGRAM:** The District shall expressly state in its website, student handbook, semi-yearly letters to parents/guardians, and correspondence addressing magnet school programming, admission and enrollment, that the Board will provide transportation to students admitted to the Magnet Program at no cost to parents, guardians, or students. The District shall conduct meetings describing the Magnet Program in minority communities prior to the filing deadline of applications for the magnet school. Within sixty (60) days of entry of this Agreed Order, in consultation with the IDRA, the District shall develop and administer a survey questionnaire of the parents/guardians of all students to determine whether they perceive or have experienced any obstacles to their child’s participation in the testing and enrollment process for the Magnet Program, or in attending the

Magnet Program once their children have qualified for it. Within ninety (90) days of entry of this Agreed Order, the Board shall report to the United States the results of the survey, and identify the measures, if any, that the Board will undertake in light of the survey results.

- (4) MAJORITY TO MINORITY TRANSFERS shall always have priority over all other transfers and special assignment requests. The Board shall ensure that this is expressly stated in the District's revised transfer and assignment policies and procedures, student handbook, and on its website. The Board's policies and forms shall be revised to state explicitly that the Board will provide transportation to the participants in the Majority to Minority transfer program upon request and without cost to the students.
- (5) SCHOOL-BASED EMPLOYEE EXCEPTION: The child of a school-based employee shall only be permitted to attend the school where his or her parent works. Otherwise, the student shall attend the school in their zone of residence. In cases where a school-based employee residing outside of the District requests an assignment of his or her child to a specific school within the District: (a) the school-based employee shall obtain the permission of the school district in which they reside to enroll his or her child in the District; (b) the child will be assigned to the school where the

employee works if the school can accommodate the grade in which the child is enrolled; (c) if the child is in grades six (6) through eight (8) they shall attend the junior high school to which the students residing in the attendance zone in which the employee's work site is located would normally attend; and (d) if the child is of high school age, he or she shall be enrolled at Bastrop High School. Children of Board members, central office employees, and other District employees who do not work at a specific school, shall not be allowed to have their children assigned to a school outside their zone of residence, unless the assignment involves a matter of safety, a Majority to Minority transfer, attendance in the Magnet Program, or is required to accommodate a special education need.

B. TRAINING

Any and all District employees with authority to approve transfers and/or special assignments shall receive annual training regarding the District's transfer and special assignment policies and procedures.

C. HIRING AND ASSIGNMENT OF EMPLOYEES

Within (90) days of entry of this Agreed Order, the Board shall, in consultation with the IDRA, review and revise its staff and faculty hiring and assignment policy to ensure a desegregated teaching, administrative, certified and noncertified staff. This policy shall clearly describe in detail the process for recruiting, hiring,

promoting, demoting, and assigning District employees. The District shall submit the revised policy to the United States for review and approval and the United States shall review the policy within thirty (30) days of receipt.

D. QUALITY OF EDUCATION (DISCIPLINE AND HARASSMENT)

- (1) The Board and District shall consult with the IDRA to develop training for teachers, administrators and Board members regarding student discipline to ensure that disciplinary referrals and disciplinary outcomes are not racially discriminatory. The Board shall endeavor to reduce the number of minority students in alternative programs such as the suspension school, school away from school and expulsion school. The Board shall file a report with the United States and the Court within ninety (90) days of this Agreed Order describing the training and other measures it will provide to address discipline disparities during the 2012-2013 school year.
- (2) Within sixty (60) days of the entry of this Agreed Order, the Board and District, in consultation with the IDRA, shall develop a system for reporting, tracking, and investigating allegations of racial harassment and discrimination of students and employees. That system shall include new procedures/forms to ensure that allegations made to counselors and other staff are communicated to the principal of every school and a database is established to track

all such communications so that the principal of each school and the District Superintendent can be aware of any patterns of racial harassment and discrimination. The Board shall submit all new policies and procedures developed for approval to the United States. The United States shall respond to the District's submission with objections, if any, within thirty (30) days.

- (3) Within ninety (90) days of the entry of this Agreed Order, all District employees shall be informed in writing of their obligations regarding all complaints of racial harassment and discrimination. All District employees shall receive annual in-service training focused on these obligations. In addition, the Board shall receive training on their obligations regarding all complaints of racial harassment and discrimination.
- (4) The Board shall designate a Civil Rights Officer in the District who shall coordinate the District's implementation of the provisions in this Agreed Order relating to racial harassment and discrimination. The Civil Rights Officer shall be listed in the student handbook and on the District's website as the contact for complaints of racial harassment and discrimination. On a quarterly basis, the Civil Rights Officer shall review data and, when necessary, interview students, counselors and staff to assess how racial harassment and discrimination complaints have been handled and provide written

findings and recommendations to the Superintendent and the Board.

E. SCHOOL CONSTRUCTION AND SITE SELECTION

The Board will report to the United States and to the Court within ninety (90) days what measures it is taking to ensure that all school construction, school consolidation, and site selection – including the location of temporary/portable classrooms – will not impede the District’s desegregation efforts.

IT IS FURTHER ORDERED that:

1. All previous orders shall remain in full force and effect to the extent they are not inconsistent with or expressly amended by this Agreed Order.
2. All discussions by and between the District and the IDRA shall remain confidential between IDRA and the District.
3. The District shall respond to the United States’ requests for information regarding issues addressed by this Agreed Order with thirty (30) days of receipt of a request.
4. The District is held to have achieved unitary status with respect to extra-curricular activities and facilities.

MONROE, LOUISIANA, this 29th day of March, 2012..



ROBERT G. JAMES
UNITED STATES DISTRICT JUDGE