IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

WILLIE BANKS, *et al.*,	)	
	)	
Plaintiffs,	)	
	)	
UNITED STATES OF AMERICA,	)	
	)	Civil Action No. 2:65-cv-16173
Plaintiff-Intervenor,	)	
	)	SECTION F
v.	)	
	)	MARTIN L.C. FELDMAN
ST. JAMES PARISH SCHOOL BOARD, *et al.*,	)	
	)	
Defendants.	)	
	)	

CONSENT ORDER

This Consent Order arises out of the good faith efforts of Plaintiffs Kathleen Davis, Rhoda P. Johnson, and Miyoka N. Johnson ("Private Plaintiffs"),[1] Plaintiff-Intervenor United States of America ("United States") (collectively "Plaintiff-Parties"), and Defendant St. James Parish School Board ("the District") to resolve this school desegregation case. This Consent Order is jointly entered into by Private Plaintiffs, the United States, and the District (collectively "the Parties"), and the Parties agree to comply with its terms. Having reviewed the terms of this Consent Order, the Court finds that it is consistent with the District's desegregation obligations, the Fourteenth Amendment to the United States Constitution, and all applicable federal law.

[1] On December 5, 2016, the Court approved the substitution of these plaintiffs for the original plaintiffs, Willie Banks, *et al*. (R. Doc. 126).

PROCEDURAL HISTORY

This school desegregation case was initiated by Private Plaintiffs on December 15, 1965. The United States intervened on January 18, 1966. In July 1967, the Court entered a desegregation decree consistent with *United States v. Jefferson Cty. Bd. of Educ.*, 380 F.2d 385 (5th Cir. 1967) (en banc). On June 9, 1969, the Court approved a student assignment plan. The student assignment plan has been modified over the years to further desegregation in the District by consolidating schools and creating magnet programs. *See* Order, dated June 25, 1974 (consolidating schools that had been segregated by sex); Order, dated Oct. 27, 1977 (restructuring grade levels of certain schools); Order, dated Jan. 3, 2002 (authorizing magnet program); Order, dated Aug. 6, 2003 (ordering reassignment of certain junior high students and expansion of magnet program); Order, dated Mar. 14, 2012 (authorizing magnet program) (R. Doc. 79).

On May 19, 2015, the Court authorized the District to implement a capital improvement plan. Order, dated May 19, 2015 (R. Doc. 91). Plaintiff-Parties did not object to this plan, but made clear that the absence of an objection did not reflect any concession that the plan's implementation was sufficient for the District to achieve unitary status in the area of facilities, and that the plan did not relieve the District of any of its desegregation obligations.

In the Fall of 2015, prompted by discussions about the status of the District's desegregation efforts when the Plaintiff-Parties were reviewing the capital improvement plan, the Parties agreed to negotiate a proposed consent order that would identify what the Plaintiff-Parties considered to be the District's outstanding desegregation obligations and the measures necessary to successfully satisfy those obligations and thereby achieve unitary status. To that end, in October 2015, the Plaintiff-Parties conducted a site visit of the District's schools and interviewed District personnel regarding the District's disciplinary practices. The Parties also

discussed student assignment, faculty and staff assignment, extracurricular activities, and facilities issues.

Since that time, the Parties have worked diligently to resolve these remaining concerns and have negotiated the terms of this Consent Order, which outlines the District's requirements for achieving full unitary status in the areas of student assignment (including the administration of student discipline), faculty assignment, staff assignment, facilities, and extracurricular activities, and grants the District a declaration of partial unitary status in transportation.

LEGAL STANDARDS

The ultimate goal of every desegregation case, including this one, is the elimination of the vestiges of past racial segregation in all aspects of school operations to the extent practicable and, ultimately, a declaration that the school district has achieved unitary status. Federal court supervision of a local school system is intended to remedy the constitutional violation and, after unitary status has been achieved, to return control of the school system to the locally elected board at the earliest practicable date. *Freeman v. Pitts*, 503 U.S. 465, 491 (1992).

The United States Supreme Court has described six areas of operation that must be free from racial discrimination before full unitary status can be achieved: (1) student assignment (including the administration of student discipline); (2) faculty assignment; (3) staff assignment; (4) extracurricular activities; (5) facilities; and (6) transportation. *Green v. School Bd. of New Kent Cty.*, 391 U.S. 430, 435 (1968). Each of these "*Green* factors" may be considered individually, and a school district may achieve partial unitary status as to these factors one at a time such that federal judicial supervision is relinquished incrementally. *Freeman*, 503 U.S. at 490-91. In order to secure a declaration of unitary status as to any one (or more) of the *Green* factors, the District must demonstrate, as to each specific factor, that it has complied, in good faith, with the desegregation decree and that the vestiges of past racial discrimination have been

eliminated to the extent practicable. For each area of operation, if the facts reveal (a) no continued racial discrimination, (b) that the District has made good faith efforts to comply with the desegregation decree, and (c) "the vestiges of past discrimination have been eliminated to the extent practicable," this Court may declare that factor unitary, but retain continuing jurisdiction over the remaining factors until unitary status is fully achieved in the remaining areas. *Id.* at 491-92.

TERMS OF CONSENT ORDER

I. STUDENT ASSIGNMENT

1. The Mississippi River runs through the District and serves as the boundary for high school attendance. Currently, students in grades 7-12 who reside on the West Bank attend St. James High School, and students in grades 7-12 who reside on the East Bank attend Lutcher High School. The District is in the process of constructing a new St. James High School that is scheduled to open in the fall of 2018.

2. Each bank is divided into three elementary school attendance zones for students in pre-kindergarten ("PK") through sixth grade. On the West Bank, elementary students are assigned to Fifth Ward Elementary School ("Fifth Ward") (PK-6), Sixth Ward Elementary School ("Sixth Ward") (PK-6), or Vacherie Elementary School ("Vacherie") (PK-6). On the East Bank, students are assigned to Paulina Elementary School ("Paulina") (PK-6), Lutcher Elementary School ("Lutcher Elementary") (PK-5),[2] or Gramercy Elementary School ("Gramercy") (PK-6). In addition, a magnet program is located at Gramercy that enrolls students residing throughout the District.

3. As of October 1, 2016, District-wide student enrollment was 62% black, 35%

[2] Because of the limited number of sixth graders who live in its attendance zone, Lutcher Elementary currently serves only PK through fifth grade. Sixth graders who reside in the attendance zone for Lutcher Elementary attend one of the other two elementary schools on the East Bank.

white, and 3% other races. On the West Bank, student enrollment was 77% black, 19% white, and 4% other races. On the East Bank, student enrollment was 53% black, 45% white, and 2% other races. The demographics of each school are shown below.

Table 1: Student Enrollment by School (As of October 1, 2016)

School	Grade	Black	%B	White	%W	Other	%O	Total
East Bank	**PK-12**							
Gramercy ES	PK-6	351	58%	239	40%	14	2%	604
Lutcher ES	PK-5	151	94%	9	6%	1	1%	161
Paulina ES	PK-6	290	42%	374	54%	25	4%	689
Lutcher HS	7-12	513	51%	475	47%	16	2%	1004
Total East Bank		**1305**	**53%**	**1097**	**45%**	**56**	**2%**	**2458**
West Bank	**PK-12**							
Fifth Ward ES	PK-6	137	99%	1	1%	0	0%	138
Sixth Ward ES	PK-6	316	95%	7	2%	8	2%	331
Vacherie ES	PK-6	168	50%	141	42%	26	8%	335
St. James HS	7-12	515	78%	125	19%	23	3%	663
Total West Bank		**1136**	**77%**	**274**	**19%**	**57**	**4%**	**1467**
Total District		**2441**	**62%**	**1371**	**35%**	**113**	**3%**	**3925**

4. The Plaintiff-Parties assert that the District has not met its desegregation obligations with regard to student assignment at three virtually all black schools, which the Plaintiff-Parties also contend have substantially inferior facilities: Fifth Ward, Sixth Ward and Lutcher Elementary. The student bodies at all three of these elementary schools were at least 94% Black as of October 1, 2016, while only approximately 62% of the District's elementary school students (East Bank and West Bank combined) were Black. The District denies that the percentages of Black students at Fifth Ward, Sixth Ward, and Lutcher Elementary are vestiges of the former dual school system and denies that the facilities at these schools are substantially inferior to those of other elementary schools in the District.

5. The Parties agree, and the Court finds, that in this case a school's plus or minus

fifteen percentage point (+/-15%) variance from the district-wide student racial enrollment provides a reasonable starting point for determining whether a student assignment plan will further desegregation to the extent practicable at Fifth Ward, Sixth Ward, and Lutcher Elementary. *See Davis v. East Baton Rouge Parish Sch. Bd.*, 721 F.2d 1425, 1431 (5th Cir. 1983).

6. The Parties further agree, and the Court further finds, that the geographic features of the District (specifically, the difficulty in commuting between the West and East Banks because the Mississippi River divides the two banks) are relevant when evaluating whether schools are desegregated. Therefore, in determining whether a school is desegregated, it is relevant to compare its enrollment by race to both district-wide student enrollment and to the enrollment for the bank of the Mississippi River on which that school is located.

7. The Parties agree, and the Court finds that, in light of the presently known facts, circumstances, and residential patterns at issue, the following adjustments to the court-approved student assignment plan are both practicable and further desegregation:

a. **West Bank:** Beginning in the 2018-2019 school year, and, with the exception of those students who are accepted at one of the magnet programs operated by the District, the District will alter the student assignment plan so that: (i) Vacherie will serve all PK-3 students on the West Bank; (ii) Sixth Ward will serve all 4-6 grade students on the West Bank; (iii) St. James High School will continue to serve all 7-12 grade students on the West Bank; and (iv) Fifth Ward will be re-named "St. Louis Math and Reading Academy" and all PK-3 students residing in the current Fifth Ward student attendance zone will attend the St. Louis Math and Reading Academy. The St. Louis Math and Reading Academy will also serve any student in the District in grades PK-3 seeking

instruction in a literacy academy program. The St. Louis Math and Reading Academy will function as a program rather than a school, and the grades and test scores of the students there will be credited to the school that the student would otherwise attend. The District will provide transportation to and from the St. Louis Math and Reading Academy for any student in the District desiring to participate in that program. The District shall not house an alternative school or similar expulsion program at the St. Louis Math and Reading Academy.

b. **East Bank:** Beginning in the 2018-2019 school year, and, with the exception of those students who are accepted to one of the magnet programs operated by the District, the District will alter the student assignment plan so that: (i) Paulina will serve all PK-3 students on the East Bank; (ii) Gramercy will serve all 4-6 grade students on the East Bank; (iii) Lutcher High School will continue to serve all 7-12 grade students on the East Bank; and (iv) Lutcher Elementary will be renamed "Cypress Grove Montessori" and will serve elementary students throughout the District who would like to attend a Montessori program. Students residing in the current Lutcher Elementary zone will be offered priority admission to the Cypress Grove Montessori program. Cypress Grove Montessori will function as a program rather than as a school, and the grades and test scores of the students there will be credited to the school that the student would otherwise attend. The selection and enrollment of students attending the Montessori program at Cypress Grove will not cause the percentage representation of any racial group to differ by more than plus or minus fifteen percentage points (+/-15%) from the overall East Bank

student racial enrollment. The District will provide transportation to and from Cypress Grove Montessori for students selected to participate in that program. Cypress Grove Montessori will initially serve students in grades PK-3 but, depending on the success of the program and the financial condition of the District, may be expanded to include grades 4 and/or 5 in future years. Cypress Grove Montessori shall have the facilities, financial and material resources, and trained faculty and staff necessary to establish and maintain a Montessori program.

c. **Magnet Programs:** Beginning in the 2018-2019 school year, the District will split the existing Music and Performing Arts magnet program at Gramercy so that PK-3 grade students in that program are served at Paulina and 4-6 grade students in that program are served at Gramercy. The Music and Performing Arts magnet program will be expanded to include grades 7-12, and students in those grades will be served at St. James High School. The Science and Math Academy ("SMA") will remain on the West Bank, and the Career Technology Center ("CTC") will remain on the East Bank. Both the SMA and the CTC will continue to serve students throughout the District.

8. Prior to the end of the 2017-2018 school year, the District will communicate information about the attendance zone modifications directly to all parents/guardians through at least two media (e.g., hard copy letters by mail, robocalls, email, newspaper, website, etc.). In communicating with parents/guardians, the District will make specific efforts designed to reach parents/guardians who face barriers to receiving information, including language barriers and/or lack of digital access. The District shall provide documentation of its communications about attendance zone modifications to the Plaintiff-Parties for review and comment at least twenty-

one days prior to the implementation of the notice process.

9. For the 2018-2019 school year, high school seniors may remain at the school to which they were assigned at the end of the 2017-2018 school year.

10. Beginning in the 2018-2019 school year, the District shall permit PK-3 students zoned to the St. Louis Math and Reading Academy to transfer to Vacherie, and will provide free transportation to those students. To the extent that the Board grants inter-district or intra-district transfers to students attending public schools, it shall do so on a non-discriminatory basis, and it shall not consent to transfers which have a cumulative effect of reducing desegregation or increasing racial isolation. The Board may adopt a majority-to-minority or other desegregative student transfer program to reduce racial isolation.

II. FACILITIES

11. The Plaintiff-Parties assert, and the District denies, that the District has not met its desegregation obligations in the area of facilities because the physical plants of Fifth Ward, Sixth Ward, and Lutcher Elementary are substantially inferior to the other elementary schools in the District.

12. The Parties intend for the student assignment plan required above to remedy any disparities in the District's elementary school facilities that might exist. However, if either of the Plaintiff-Parties does not believe the new student assignment plan remedies the disparities in facilities, that plaintiff may move for further relief to address the remaining disparities in facilities.

13. All school construction, school consolidation, and site selection (including the location of any temporary classrooms) in the school system shall be done in a manner that does not perpetuate segregation or lead to resegregation once this Consent Order is implemented.

III. FACULTY AND STAFF ASSIGNMENTS

14. The Private Plaintiffs have expressed concerns that faculty and staff assignments in schools within the District have reinforced the racial identifiability of certain schools. Although disagreeing with the conclusion that it has not already achieved unitary status with regard to faculty and staff assignments, the District has agreed that in the course of implementing the student assignment plan set forth above, the District will seek to avoid having the faculty or staff assignment at any school reinforce its racial identifiability and recruit a diverse pool of applicants, in good faith, for faculty and staff vacancies.[3]

Table 2: Faculty Assignment by School (2016-2017 School Year)[4]

School	Grade	Black	%B	White	%W	Other	%O	Total
Gramercy ES	PK-6	11	23%	37	77%	0	0%	48
Lutcher ES	PK-5	7	39%	11	61%	0	0%	18
Paulina ES	PK-6	6	14%	37	86%	0	0%	43
Lutcher HS	7-12	22	28%	56	71%	1	1%	79
Fifth Ward ES	PK-6	6	46%	7	54%	0	0%	13
Sixth Ward ES	PK-6	11	44%	13	52%	1	4%	25
Vacherie ES	PK-6	10	29%	25	71%	0	0%	35
St. James HS	7-12	23	35%	41	63%	1	2%	65
Total		**96**	**29%**	**227**	**70%**	**3**	**1%**	**326**

[3] Although this Consent Order does not expressly adopt a desegregation standard for faculty and staff assignments, the Parties understand and agree that the Fifth Circuit measures the effectiveness of these *Green* factors by allowing deviations of plus or minus fifteen percentage points (+/-15%) from the district-wide percentages. *See, e.g., Anderson v. School Bd. of Madison Cty.*, 517 F.3d 292, 303-04 (5th Cir. 2008).

[4] The faculty included in this chart are: Classroom Teachers, Media Specialists, District Instructional Specialists, Counselors, Speech Therapists, Psychologists, Social Workers, Behavior Specialists, and Nurses. The chart does not include CTC or SMA because courses at both schools are taught by faculty assigned to one of the two high schools.

Table 3: Staff Assignment by School (2016-2017 School Year)[5]

School	Grade	Black	%B	White	%W	Other	%O	Total
Gramercy ES	PK-6	2	67%	1	33%	0	0%	3
Lutcher ES	PK-5	1	100%	0	0%	0	0%	1
Paulina ES	PK-6	1	33%	2	67%	0	0%	3
Lutcher HS	7-12	1	20%	4	80%	0	0%	5
Fifth Ward ES	PK-6	1	100%	0	0%	0	0%	1
Sixth Ward ES	PK-6	1	50%	1	50%	0	0%	2
Vacherie ES	PK-6	0	0%	2	100%	0	0%	2
St. James HS	7-12	1	25%	3	75%	0	0%	4
CTC		0	0%	2	100%	0	0%	2
SMA		0	0%	2	100%	0	0%	2
Central Office Academic		4	67%	8	33%	0	0%	12
Total		**17**	**47%**	**19**	**53%**	**0**	**0%**	**36**

IV. DISCIPLINE

DEFINITIONS

"**Code of Conduct**" refers to the District's disciplinary rules that are set forth in the Student Policy Manual.

"**Detention**" refers to a consequence for a violation of the Code of Conduct that does not remove the student from the classroom during instructional time, but requires a student to spend some amount of time in a particular school location during lunchtime, after school, or on the weekend.

"**Expulsion**" refers to a consequence for a violation of the Code of Conduct that removes a student from that student's school for not less than one school semester.

"**Functional Behavior Assessment**" or "**FBA"** refers to a systematic set of strategies that are used to determine the underlying function or purpose of a behavior so that an effective behavior management plan can be developed. An FBA consists of describing the problem

[5] The staff included in this chart are: Principals, Administrative Assistants, Assistant Principals, and Deans of Students.

behavior, identifying preceding or subsequent events that control the behavior, and developing and testing a theory of the behavior. An FBA should be completed by qualified professionals after reviewing student records and other relevant data and conducting direct observations of the student. FBAs are most commonly conducted for Students with a Disability, as defined below, but may be conducted for any child.

"**In-School Suspension**" refers to a consequence for a violation of the Code of Conduct that removes a student from her or his regularly assigned classroom and transfers her or him to a different in-school setting during the course of the regular school day where the student does not receive regular instruction but has the opportunity to complete work from their regular classroom.

"**Instructional Staff**" refers to certified staff (e.g., teachers and counselors) and non-certified staff (e.g., teacher aides) who work directly with students.

"**Law Enforcement Powers**" refers to arrest, citation, search, seizure, handcuffing, or the Use of Force, as defined below, by a School Resource Officer, as defined below, or another law enforcement officer.

"**Out-of-School Suspension**" refers to a consequence for a violation of the Code of Conduct that removes a student from his/her school for less than one school semester.

"**School Resource Officers or SROs**" refers to any sworn or unsworn law enforcement officers who exert law enforcement powers, as defined herein, and who are stationed in or assigned to a District school.

"State Reporting Form" refers to Forms A and B of the Louisiana Department of Education School Behavior Report that schools in Louisiana are required to submit in order to document disciplinary referrals.

"**Student(s) with a Disability**" refers to a student who has qualified to receive disability-related services and/or supports under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, or Section 504 of the Rehabilitation Act of 1975 (unless his/her parent or guardian has chosen for the student not to receive such services and/or supports by failing to provide written consent to the initial offer of such services or, after initial consent, revoking consent for such services).

"**Suspension or Expulsion"** and **"Suspension and Expulsion"** refers to In-School Suspension, Out-of-School Suspension, Expulsion, or transfer to an Alternative Education Program. It does not refer to positive interventions, corrective strategies, or Detention.

"**Use of Force**" refers to any physical contact or physical coercion used by an SRO or another law enforcement officer to control or to restrain a student. The term does not include a physical escort, which is a temporary touching of the hand, wrist, arm, shoulder, or back for the purpose of guiding or directing a student who is behaving in a manner inconsistent with school policies to a safe location.

PROVISIONS

15. Plaintiff-Parties have identified disparities by race in the District's administration of Suspension and Expulsion and allege that these disparities have resulted from racially disparate treatment in the administration of facially race-neutral policies and procedures. The District denies this allegation of racially disparate treatment, but has agreed to take the measures set forth in this Consent Order.

16. Within three months of the Court's entry of this Consent Order, the District shall propose revisions to its Code of Conduct in conformity with the requirements of this Consent Order. The District shall submit the proposed revisions to its Code of Conduct to Plaintiff-Parties, who shall have thirty (30) days to review it and raise objections. If the Plaintiff-Parties

do not object or otherwise respond within that 30-day period, their non-objection is presumed. If the Plaintiff-Parties do object, the Parties will meet and confer as soon as practicable. If the Parties reach an impasse as to either (a) whether an objection has merit, or (b) how to remedy the concerns raised in an objection, then any party may move the Court to resolve the dispute so long as the motion is made within forty-five (45) calendar days of the meet and confer. Revisions to the Code of Conduct will be implemented beginning with the 2017-2018 school year.

17. The District's administration of discipline shall comply in all respects with the provisions of its Code of Conduct, including and subject to the requirements set forth in this Consent Order.

A. Disciplinary Offenses

18. On an annual basis following the 2017-2018 school year, the District shall undertake a comprehensive review and, if necessary, revise the Code of Conduct to ensure that developmentally-appropriate tiered prevention and intervention strategies are contained therein.

19. In conducting this review and revision, the District shall (1) seek to limit the use of Suspension and Expulsion; (2) ensure that the Code of Conduct is objective and easily understood by students, parents, faculty, and staff; and (3) incorporate a continuum of alternative consequences to Suspension and Expulsion.

20. The District shall continue to implement its system of Positive Behavioral Intervention and Supports ("PBIS") or another comparable system of progressive discipline in all of its schools.

21. The District shall limit Category A offenses, as defined under the Code of Conduct, to conduct that constitutes an imminent and substantial threat to physical safety or that is criminal in nature (e.g., possession of firearms or other weapons, bomb threat, or burglary). For example, the District:

a. Shall not treat minor student altercations that can be quickly and safely broken up as Category A offenses;

b. Shall remove offense types related to disrespect and verbal confrontation from the list of Category A offenses; and

c. Shall remove "disruption in the alternative center (first offense)" from the list of Category A offenses.

22. The District shall limit the Code of Conduct Category B offense of "willful disobedience" to conduct that significantly disrupts the operation of the classroom, the school bus, or other school activity. For example, the District shall ensure that:

a. A student's refusal to comply with the dress code is not treated as willful disobedience, but instead is treated as a Category C offense;

b. Student conduct that can be quickly remedied or de-escalated by a verbal correction or warning from faculty, staff, or bus drivers is not treated as willful disobedience, but instead is treated as a Category D offense; and

c. A student's refusal to follow instructions that does not significantly disrupt the operation of a classroom, the school bus, or other school activity is treated as a Category D offense.

B. Disciplinary Consequences

23. "Administrative discretion" in response to Code of Conduct offenses shall not include Out-of-School Suspensions or Expulsions.

24. District administrators shall not accept a referral based on the accumulation of Code of Conduct Category D offenses unless District employees:

a. Properly document the previous violations that justify the referral; and

b. Complete and document all required classroom interventions.

25. The District shall not use Suspension or Expulsion in response to dress code violations, tardies, or Category D offenses, except in the case of repeated dress code violations or tardies, the District may use In-School Suspension if other consequences have proven ineffective.

26. Except in cases where Suspension or Expulsion is required by law, District administrators always have the option not to impose Suspension or Expulsion and may choose a less severe intervention or consequence if they reasonably believe it will effectively address the behavior.

27. All District schools serving students in grade 4 or higher shall have In-School Suspension programs (ISSPs), as well as after-school and/or school-time (lunch or recess) Detention options. In cases where In-School Suspension is the appropriate consequence, but the school does not have an ISSP, the school may not impose Suspension or Expulsion. Where possible, ISSPs shall be staffed with certified teachers.

a. Each ISSP shall attempt to implement programming designed to help students improve their behavior (including reasonable opportunities to receive tutoring, social and emotional supports, remedial education, and regular academic work and to earn grades and credit equivalent to those of other students not in an ISSP); and

b. Students shall not be required to complete punitive or non-academic writing assignments while assigned to ISSP.

28. When determining the consequences for the infraction "Failure to Serve Assigned Consequences" in the Code of Conduct, the District shall:

a. Excuse a failure to serve consequences and/or require a student to make-up a consequence if a District administrator determines that the student has a legitimate justification for failing to serve the consequence; and

b. Offer additional opportunities to complete the consequences when a "Failure to Serve Assigned Consequences" would lead to Suspension or Expulsion or a more serious form of Suspension or Expulsion, unless a District administrator determines it is no longer reasonable to do so.

29. When a Student with a Disability is subject to a disciplinary referral, the District administrator shall:

a. Consider, on a case-by-case basis, whether the student should receive a disciplinary consequence less stringent than that which is recommended or prescribed in the Code of Conduct; and

b. Consider, in all cases where possible Suspension or Expulsion would result in a change in placement for the student, whether the behavior is a manifestation of the student's disability.

30. When a student who has **not** been identified as a Student with a Disability engages in a pattern of misbehavior that persists despite repeated interventions and consequences, the District shall conduct an FBA or refer the student to the School Building Level Committee for appropriate review and action under Louisiana Bulletin 1508.

C. Law Enforcement

31. The District may involve SROs or other law enforcement in student behavior that presents an imminent and substantial threat of physical injury, or when the exercise of Law Enforcement Powers would be appropriate because the student's conduct is serious enough to constitute a Category A offense.

32. SROs or other law enforcement shall not enforce routine school discipline rules against students, but SROs or other law enforcement shall have the right to have limited interaction with students to notify them that they are in violation of school discipline rules and to request that they remedy the violation. Should the student decline the request to remedy the violation, the SRO or other law enforcement shall have no further interaction with the student and may report the student to the school's administration.

33. SROs shall provide a report to the District describing in detail any circumstance in which they used their Law Enforcement Powers on school property during school hours or during a school-related activity.

D. Reporting and Monitoring

34. When issuing disciplinary referrals to students, faculty, staff, and non-administrative staff shall fill out the "Remarks/Description of Incident" section of the State Reporting Form. Only District administrators shall be permitted to determine the "Infraction/Reason Codes."

35. Principals shall review all proposed Out-of-School Suspensions or Expulsions before their imposition in order to determine their appropriateness under the Code of Conduct.

36. For internal monitoring and management purposes, and to improve the operation of the District's disciplinary processes, at least every six months, District administrators at each school[6] shall review discipline data from their school (disaggregated by type of infraction, the faculty or staff member, the faculty or staff member's race, student's race, student's gender, and student's disability status and combinations of those variables):

[6] If the school principal does not participate in this review, the principal shall be informed of its results and any remedial measures that were taken.

a. To identify and examine the cause of any disparities[7] or outliers[8] in the data; and

b. If such disparities or outliers exist, to take appropriate remedial measures, including more intensive PBIS for students and additional professional development for faculty or staff.

37. At least every six months, the Superintendent or the Superintendent's designee shall review the discipline data from each District school (disaggregated by type of infraction, faculty/staff, the race, gender, and disability status of student and the combination of those variables) in order to:

a. Identify and examine the cause of any disparities or outliers in the data; and

b. If such disparities or outliers exist, take appropriate remedial measures.

E. Student and Parent Engagement

38. The District shall host student assemblies and classroom meetings to communicate positive core values and behavior expectations, explain the disciplinary rules (including due process rights and complaint procedures) in an age-appropriate manner that is accessible to Students with a Disability and students with limited English proficiency, and give students an opportunity to ask any questions or raise any concerns about the disciplinary process.

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[7] For purposes of this Consent Order, "disparities" refers to any instances where the proportion of students of a particular race, ethnicity, gender, or disability status being referred for discipline (including for a particular violation of the Code of Conduct), or receiving a particular disciplinary consequence, is greater than two times the proportion of students of a comparison group (black/white, male/female, disability/non-disability) within the same school being referred for discipline (including for a particular violation of the Code of Conduct) or receiving a particular consequence. The term is not intended to measure whether conduct is discriminatory as a legal matter, but only to identify situations that warrant further inquiry by the District.

[8] For purposes of this Consent Order, "outliers" refers to any instances where (1) a student is receiving discipline referrals (including those involving particular offenses) or a particular form of Suspension or Expulsion at more than twice the rate of the average student at that student's school; or (2) teachers/staff are issuing discipline referrals (including those involving particular offenses or that lead to a particular form of Suspension or Expulsion) at more than twice the rate of the average teacher/staff member at the same school. The term is not intended to measure whether conduct is discriminatory as a legal matter, but only to identify situations that warrant further inquiry by the District.

39. At least once during each school year, the District shall hold informational sessions for parents, guardians, and other interested community stakeholders to explain the District's positive core values, behavior expectations, and disciplinary rules (including due process rights and complaint procedures), and to provide an opportunity for such persons to raise any questions or concerns about the disciplinary process. The District shall hold these sessions at a time and location that is convenient for attendees and shall take reasonable steps to make these sessions accessible to parents with disabilities and limited English proficiency.

F. Training

40. Before the revised Code of Conduct—as required by this Consent Order—goes into effect, the District shall provide training on the Code of Conduct to all District Administrators, faculty, staff, bus drivers, and other District personnel who work with children and/or who are responsible for student discipline or classroom management that highlights the revisions required by this Consent Order. Such training shall include, but is not limited to, training on fair and effective administration of discipline, cultural responsiveness, de-escalation tactics, and the use of conflict resolution programs.

41. Before the start of the 2017-2018 school year, the District shall provide all District administrators with training sufficient to carry out their responsibilities under Section IV(D) above. The District shall provide training to all District administrators hired subsequent to this initial training within two weeks of assuming their job responsibilities.

V. EXTRACURRICULAR ACTIVITIES

42. The Private Plaintiffs have expressed concerns with one-race and racially identifiable extracurricular activities in the schools. Although disagreeing with the conclusion that it has not already achieved unitary status with regard to extracurricular activities, the District has agreed to place statements in the high school student handbooks beginning in the 2017-2018

school year that: encourage participation by all students of all races in extracurricular activities; prohibit discrimination on the basis of race, color, national origin, sex, or disability in extracurricular activities; and guarantee racially diverse panels of judges whenever students are required to audition or try out for extracurricular activities.

43. Within thirty (30) days of the adoption of this Consent Order, the District shall provide the Plaintiff-Parties with:

a. A copy of the proposed statements to be placed in high school handbooks referenced in paragraph 42 above; and

b. A report that identifies each extracurricular activity at each high school during school year 2016-2017 that limits participation based on an audition, tryout, or other selection procedure. For each such extracurricular activity, the report shall include:

i. The number of students by race and grade level who participated in the audition, tryout, or other selection procedure, if available;

ii. The number of students by race selected as a result of the audition, tryout, or other selection procedure;

iii. The race of the supervising faculty member(s); and

iv. An explanation of the audition, tryout, or other selection procedure, including the criteria evaluated during the procedure and the identification of the evaluators/judges by race.

44. Within thirty (30) days of receiving the proposed statement and the data outlined in paragraphs 42 and 43 above, the Plaintiff-Parties shall provide the District with comments and/or objections thereto. The Parties shall meet and confer (either via telephone, video conference, or in person) as necessary to reach agreement and/or resolve objections. The District

shall notify Plaintiff-Parties about the District's affirmative efforts to ameliorate one-race or racially identifiable extracurricular activities.

45. If within 120 days of the entry of the Consent Order, the Parties are unable to reach agreement on any objections raised by Plaintiff-Parties to the proposed statements and/or the data provided by the District, any party may move the Court to resolve the dispute.

46. If the Plaintiff-Parties raise no objections within the time frame specified in paragraph 44 above to the proposed statements and/or the data provided by the District, the District may move for a declaration of unitary status and dismissal on the factor of extracurricular activities at that time, and the Court may declare the District unitary as to extracurricular activities and dismiss this case as to the factor of extracurricular activities.

VI. TRANSPORTATION

47. The District provides transportation to all eligible students enrolled in the District on a non-discriminatory basis. The record supports a finding that, in the area of transportation, the District has eliminated the vestiges of segregation to the extent practicable, complied with its desegregation obligations for a reasonable period of time, demonstrated a good faith commitment to the whole of the Court's orders, and is, therefore, entitled to a declaration of partial unitary status.

VII. MONITORING AND ENFORCEMENT

48. On the first business day after February 15th and October 15th of each year this Consent Order is in effect, the District shall provide a status report to the Plaintiff-Parties. Each report shall include a key for all codes or abbreviations used therein. Each District status report shall include the following information to the extent authorized by the Family Educational Rights and Privacy Act ("FERPA"):

a. A brief narrative describing the District's efforts to comply with the Consent Order since the last status report (or, in the case of the first status report, since the Consent Order was entered), including copies of any policies, forms, or training materials that demonstrate those efforts;

b. Each school's current year enrollment by grade, race/ethnicity, gender, free/reduced lunch status, and disability status;

c. For each class in each school: (i) the number of students by race and grade level; (ii) the race of the faculty member(s) assigned to the classroom; (iii) whether any students in the class are grouped or assigned by race, ability, achievement, language needs, or another basis; (iv) the subject of the class; and (v) whether the class is an elective or a non-elective course;

d. A list of students who applied for a transfer since the last report was filed that identifies each applicant by race, home school, receiving school, the reason for transfer, and, if denied, the reason for denial;

e. Information (including, but not limited to expected changes in the racial demographics of a school) on any school and/or classroom construction that increases or decreases any school's student capacity (including those related to temporary classrooms), school consolidation, and school site selection decisions;

f. The number of faculty and staff per job category and by race at each school; and the District's self-assessment of progress toward ensuring that the faculty or staff assignments at each school does not reinforce its racial identifiability and in recruiting a diverse pool of applicants in good faith for faculty and staff vacancies, which shall identify the school employment numbers, including the

number of faculty and staff by position and race, and shall describe the reasonable steps taken to recruit a racially diverse staff and faculty;

g. Copies of any complaints, whether from a student, a parent/guardian, or any other person, since the last status report (or in the case of the first status report, since the Consent Order was entered) alleging that a student was discriminated against because of the student's race/ethnicity (including, but not limited to complaints regarding the administration of discipline in the District), or alleging that a faculty or staff person was discriminated against because of his or her race/ethnicity, and any documents related to the investigation and resolution of any such complaints; and

h. An excel spreadsheet listing all referrals of students for discipline that includes the following fields from the District's discipline tracking system for each referral: "STUDENT ID NO.," "GRADE_LEVEL," "GENDER," "ETHNICITY," "LUNCHSTATUS," "IEP," "SCHOOL_ABBREVIATION," "INCIDENT_TS," "ENTRYAUTHOR," "BEHAVIORS," "ACTIONS," "ACTION_PLAN_BEGIN_DT," and "ACTION_PLAN_END_DT." The first status report shall provide this information since January 1, 2015. Each subsequent District status report shall include this information for the period of time after the prior status report.

49. To the extent permitted under FERPA, the District agrees that counsel for the Plaintiff-Parties may request additional documents and data, including any reports created or maintained pursuant to Section IV(D) above, tour schools, have a representative attend any training provided for by this Consent Order, and conduct other reasonable activities necessary to monitor implementation of this Consent Order.

50. If any part of this Consent Order is held to be unlawful, or otherwise unenforceable for any reason by a court of competent jurisdiction, such decision shall not affect the validity of any other part of this Consent Order, and the Parties agree to confer within 15 days of any such decision.

51. This Consent Order shall be enforceable only by the Parties, and nothing in this Consent Order shall be construed to give rise to an action by a third party to enforce its terms.

52. This Consent Order constitutes the entire agreement by the Parties, and no other statement, promise, or agreement, whether written or oral, made by any party or agents of any party that is not contained in this written Consent Order shall be enforceable regarding the matters raised in this Consent Order.

53. This Consent Order is final and has binding effect on the Parties, including all principals, agents, employees, successors, and legal representatives thereof.

54. The undersigned representatives of the Parties certify that they are authorized to enter into, and agree to, the terms and conditions of this Consent Order, and to execute and legally bind the Parties to it.

55. Failure of the Plaintiff-Parties to seek enforcement of this Consent Order pursuant to its terms with respect to any instance or provision shall not be construed as a waiver of such enforcement with regard to that instance or provision or any other instances or provisions.

56. This Consent Order shall stay in effect at least three years from the date of its entry by the Court. Any time thereafter, the District may notify the Plaintiff-Parties in writing that it believes it has achieved full and good faith compliance with all provisions of this Consent Order or as to particular *Green* factors. If the Plaintiff-Parties agree that the District has achieved such compliance, the Parties shall jointly move the Court for a declaration of unitary status in particular *Green* factors or the dismissal of this case. If either of the Plaintiff-Parties

does not agree, the District may seek a scheduling order from this Court for a determination that it has achieved unitary status in particular *Green* factors and, if all *Green* factors have been satisfied, for dismissal of this case. If, as provided in Section V above or through the process set forth in this paragraph, the Court determines that the District has achieved unitary status as to one or more but not all *Green* factors, the District shall be released from Court supervision as to those factors but shall remain under the Court's supervision as to the remaining *Green* factors.

57. Each Plaintiff-Party reserves the right to petition this Court to enforce the specific commitments and obligations of the District under this Consent Order if a plaintiff believes the District is not complying with one or more of its provisions. The Plaintiff-Parties agree to notify the District of any alleged noncompliance in writing and to seek to resolve the issue through negotiations with the District for up to 30 days prior to pursuing any enforcement action in court.

SO ORDERED, ADJUDGED AND DECREED, this 30th day of January, 2017.

Martin L. C. Feldman

UNITED STATES DISTRICT COURT JUDGE

Agreed as to Form and Content:

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