

FILED IN CHAMBERS
U.S.D.C. Rome

NOV 09 2006

JAMES N. HATTEN, Clerk
By: *Jay* Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff)
)
CHARLIE RIDLEY, et al,)
)
Plaintiff-Intervenor,)
)
v.)
)
STATE OF GEORGIA and COWETA)
COUNTY SCHOOL DISTRICT,)
et al,)
)
Defendants)

CA NO. 1:69-CV-12972

CONSENT DECREE

The above-styled case having come on for consideration before this Court relative to the Defendant Coweta County School System (the "District"), and the parties having consented hereto as evidenced by the signatures appearing below, it is CONSIDERED, ORDERED, AND ADJUDGED as follows:

I. PROCEDURAL HISTORY

This is a desegregation case in which this Court issued a detailed regulatory injunction directed toward the District and other named Defendants on December 17, 1969. On July 23, 1973, this Court issued an Order finding that the District had become "unitary" in the sense required by the Supreme Court's decisions in

Green v. County School Board, 391 U.S. 430 (1968) and Swann v. Board of Education, 402 U.S. 1 (1971). This Court then proceeded to dissolve the regulatory injunction and substituted a permanent injunction designed to maintain a unitary system in the areas of student and faculty assignment, student transfers, transportation, employment practices, and school construction, consolidation, and site selection (the "Permanent Injunction"). In 1999, the Eleventh Circuit Court of Appeals made clear that an 1973 Order mentioning the term "unitary" with respect to a District did not constitute a finding of "unitary status" and did not end federal court supervision of the case. U.S. v. State of Georgia, 171 F. 3d 1344, 1350 (11th Cir. 1999).

In 2001 the United States initiated a review of the District's compliance with the Permanent Injunction and applicable federal law. Pursuant to that review, the United States sought information from the District, and, after the District provided the requested information, the parties conducted discussions in an effort to narrow any disputed issues.

In an effort to resolve certain disputed issues, this Order is entered to clarify and emphasize the requirements of the Permanent Injunction and to further the orderly maintenance of desegregation within the District, all on terms consistent with the Fourteen Amendment to the Constitution of the United States.

II. LEGAL STANDARDS

A finding of unitary status requires a district court to determine (i) whether a school district has demonstrated compliance with the Constitution and with existing court orders; (ii) whether a school district has shown that it has eliminated to the extent practicable all vestiges of past discrimination; and (iii) whether a school district has demonstrated its good faith commitment to the whole of the decree and to those provisions of the law and the Constitution that predicated the initial judicial intervention. Missouri v. Jenkins, 515 U.S. 70, 89 (1995); Freeman v. Pitts, 503 U.S. 467, 491 (1992); and Lee v. Etowah County Board of Education, 963 F.2d 1416 (11th Cir. 1992). Even if a finding of unitary status cannot be made in all areas, a district court may relinquish supervision and control incrementally before full compliance has been achieved. See Freeman, 503 U.S. at 489.

III. CONTENTIONS OF THE PARTIES

A. Contentions of the United States

The United States contends that vestiges of the prior dual system remain in the District, and specifically: (i) that a District school which was operated as a school for black students under the dual system, namely Ruth Hill Elementary School ("Ruth Hill"), was desegregated in the 1970's as a result of its pairing with

another school, but that Ruth Hill has since returned to being a racially identifiable school as a result of actions by the District; (ii) that the District has failed to desegregate its schools to the extent practicable with respect to student assignment despite the fact that they have altered their attendance zones on multiple occasions and that, when considering the Grantville School project, the District considered options which, according to its own documents, would have created one or more racially identifiable schools; (iii) that Ruth Hill does not have the facilities that are equal to other non-racially identifiable elementary schools in the District; (iv) that the District has allowed transfers that have negatively impacted on the desegregation in the District, has inappropriately denied requests for transfers which clearly should have been permitted as majority-to-minority student transfers, and has allowed transfers pursuant to its policies which stated exceptions which were, at times, inconsistent with the terms of the Permanent Injunction; and (v) that the District has not taken sufficient measures to insure that District faculty assignments do not suggest that a school is intended for black or white students.

B. Contentions of the District

To the contrary, the District contends that no vestiges of the prior dual system still remain. In particular, the District contends:

(i) At the time of the entry of the Permanent Injunction, Ruth Hill Elementary School ("Ruth Hill") was paired with Elm Street Elementary School ("Elm Street") to the extent that children living in attendance zones for such schools attended grades 1 through 3 at Elm Street and grades 4 through 6 at Ruth Hill. At that time, the District had a "junior high" program which included grades 7 and 8. Subsequently, through the implementation of incentive grants which are still in place, the State of Georgia began promoting a "middle school" concept which included grades 6 through 8. So as to benefit from these substantial grants, the District converted its junior high program to a middle school program in the late 1980's. Upon the adoption of the middle school concept, the pairing of Elm Street and Ruth Hill was no longer practical, so Ruth Hill became a typical elementary school serving grades 1 through 5.

Thereafter, Ruth Hill became racially imbalanced. This did not result from any action or inaction on the part of the District. Rather, such imbalance was largely caused by external factors beyond the control of the District, including changes in the racial makeup of the highly populated areas within Coweta County, shifting in housing patterns, and other similar demographic factors.

In response to the apparent racial imbalance at Ruth Hill, the District formed a bi-racial committee of Ruth Hill parents, teachers, administrators, and

other interested citizens to address the problem. Over a period of several years, this committee considered various options for Ruth Hill, including, by way of example, its use as a magnet school. In 2005, after receiving recommendations from the committee, the District decided to maintain Ruth Hill's status as a typical elementary school and to make substantial improvements to the school.

Contemporaneously with the improvement of Ruth Hill, the District undertook to change the attendance zones for all of its elementary schools. During the 2005-2006 school year, 70% of the students attending Ruth Hill were African-American. In January 2006, the District adopted new attendance lines for its elementary schools for the 2006-2007 school year. Pursuant to the new lines, the percentage of African-American students who will be attending Ruth Hill for the next school year has been reduced to approximately 44% of the student population at the school. The percentage of African-American students attending all elementary schools within the district is 21.1%.

(ii) Since the entry of the Permanent Injunction, the number of elementary schools within the District has more than doubled. In changing attendance lines to accommodate the needs of its increased student population, the District has made every reasonable effort to avoid any action which tended to segregate its students on the basis of race. In particular, when the District adopted new attendance lines

in 2004 in connection with the opening of the Grantville School, it rejected attendance line options which would have tended to create racially identifiable schools. Furthermore, based upon attendance lines adopted by the District in January 2006, no school within the District will have a population of African-American students which deviates more than 20 percentage points from the district-wide average of African-American students in each grade level (with the exception of Ruth Hill which will deviate 23 percentage points from the district-wide average).

Any historical racial imbalance at any school within the District has largely been caused by external factors beyond the control of the District, including changes in the racial makeup of the highly populated areas within Coweta County, shifting housing patterns, and other similar demographic factors.

(iii) Contemporaneously with its decision to maintain Ruth Hill as a typical elementary school, the District undertook substantial renovations, additions, and other improvements to Ruth Hill. These improvements were completed in 2006 at a cost of approximately \$4,200,000.00. As a result of the improvements, Ruth Hill now has facilities which are equal to or better than any other elementary school in the District. Furthermore, the District has heretofore purchased all equipment and necessary supplies for the improved Ruth Hill facility so as to insure that such

equipment and supplies are comparable to all other elementary schools within the District.

(iv) For many years, the District has adhered to a policy permitting non-resident students to attend a school within the District only upon one of the following circumstances: when the student is a child or legal ward of a full-time teacher, professional, or other employee; when a student is to receive services in the District pursuant to a contract with another school district; and when a student is in the lawful custody of the Georgia Department of Human Resources or the Georgia Department of Juvenile Justice and is placed by one of said departments in a home within an attendance zone served by the District. Any such transfers have been made subject to any valid court orders affecting the District.

For many years, the District has adhered to a policy permitting transfers of students from one school to another within the District only upon one of the following circumstances: when deemed necessary for the safety of the student; when deemed to be in the best interests of the student based upon his or her conduct or academic performance; when the residence of a student has changed because of his or her transfer to the lawful custody of the Georgia Department of Human Resources or the Georgia Department of Juvenile Justice; when necessary

to provide an appropriate education for a student with a disability; when a student is transferring from a school in which his or her race is in the majority to a school in which his or her race is in the minority; when necessary to comply with existing federal or state law or valid court orders affecting the district; and when a student's domicile changes or when the lines of his or her attendance district change. Any such transfers have been made subject to any valid court orders affecting the district.

The District has never purposefully denied the transfer request of a student made pursuant to its majority-to-minority transfer policy. Within the last five years, two African-American students who were attending Ruth Hill Elementary School (where their race was in the majority) were denied transfers to other schools in which African-American students were in the minority. In each case, the student requested a transfer based upon issues relating to the convenience of the student's parents and not based upon the majority-to-minority provisions of the District's transfer policy. The District administrator who denied these transfer requests was unaware of the race of the students.

(v) The District has never made any faculty assignments in a manner so as to suggest that a school within the District was intended for either white or African-American students. Furthermore, the District has consistently taken

measures to insure that District employees are hired without regard to race, color, or national origin. In particular, for many years, the District has recruited African-American teachers on sight at every historically African-American college and university in Georgia and adjoining states. The District has hired every qualified African-American teacher who was willing to accept employment within the District. For many years, African-American administrators have served throughout the District, including in the positions of assistant principal, principal, director of human resources, personnel director, director of transportation, curriculum director, assistant superintendent, and associate superintendent.

IV. MAINTENANCE PROVISIONS

Although the parties dispute whether the District has complied in all respects with the Permanent Injunction and removed all vestiges of prior de jure segregation, the District has, nevertheless, indicated its willingness to comply with the following maintenance provisions so as to insure equal educational opportunities for all of its students:

A. Facilities

The District shall continue to maintain the facilities and resources at Ruth Hill Elementary School in a manner which is fully comparable to the other schools

in the District serving the same grade levels. Furthermore, the District shall continue to maintain and provide equipment and supplies at Ruth Hill Elementary School which are comparable to other schools in the District serving the same grade levels.

B. Student Attendance Zones and Assignments

The District shall continue to maintain the following policies and procedures relative to its attendance zones and assignments:

(1) For the 2006-2007 school year and thereafter, the District shall implement the attendance zone plans for its elementary and middle schools which were adopted by the District on January 17, 2006, and which, together with student attendance projections by school, are hereunto attached, marked Exhibit "A", and made a part hereof. Students who are expected to graduate from an elementary school or middle school at the end of the 2006-2007 school year shall be permitted to remain in that school for the 2006-2007 school year, even if the attendance zones attached hereto as "Exhibit "A" would have caused them to be reassigned to a different school.

(2) Commencing with 2006-2007 school year and continuing thereafter, the District shall continue to adhere to its policy which requires that each student shall

attend the elementary, middle, or high school located in the attendance district where the student is domiciled. Provided, however, students who are permitted to transfer from one school to another within the district pursuant to the terms of this Order shall be permitted to attend the school to which they have transferred. Commencing with the 2006-2007 school year and continuing thereafter, and so as to insure that students attend the appropriate school within the attendance zone where the student resides, the District shall require that the parent, legal guardian or other lawful custodian of every student seeking to enroll or to continue enrollment in the District shall sign under oath and deliver to the District an affidavit of residence in the form hereunto attached, marked Exhibit "B", and made a part hereof.

(3) In addition to completing the affidavit of residence, students seeking to enroll or to continue enrollment in the District shall comply with the following procedures:

(a) **Students Living With a Parent.** Students living with a parent must provide the school in which they are seeking to enroll with at least two (2) of the items enumerated (1) through (5) below as verification of their address (with the proviso that a post office box shall not be accepted as an address):

(1) Property tax records which indicate the location of the residence;

(2) Mortgage documents or a deed which indicate the location of the residence;

(3) Apartment or home lease or rent receipt indicating the current 911 address, the date and amount of the rent payment, and the persons who made and received the rent payment, with the proviso that, if a rent receipt is submitted, the next month's rent receipt, including the required information, must be submitted within thirty (30) days;

(4) Current utility bill or utility application showing the current 911 address, with the proviso that, if a utility application is submitted, a current bill must be submitted within thirty (30) days of the application's submission; and

(5) Voter precinct identification card or other voter documentation indicating the current 911 address.

(b) Students with Divorced or Separated Parents. If the parents of a student are divorced or separated, the parent who has been awarded sole legal custody or primary physical custody of the student shall provide a filed copy of the final divorce decree and any separation agreement incorporated therein, or other

court order, granting such custody. If a student of divorced parents is required to live with each parent for an equal period of time under a joint physical custody arrangement, then the parents of the student shall designate which one of them shall be the custodian of the student for school purposes, and the student shall be deemed to reside in the attendance zone where such designated parent resides; such designation shall be in writing, signed by both parents in the presence of a notary public, and delivered to the District school where said student desires to be enrolled. The divorced or separated parent with whom the student will be residing shall also provide two (2) of the five (5) items described in subparagraph (3)(a) of Paragraph B of this Item IV, relating to his or her residence address.

(c) Students Living With a Legal Guardian. If a student is in the lawful custody of a legal guardian, the guardian shall provide to the District school in which such student desires to enroll a filed copy of the court order or decree, or letters of guardianship, naming such person as the legal guardian of the student. In addition, the legal guardian shall provide two (2) of the five (5) items described in subparagraph (3)(a) above, relating to his or her residence address.

(d) Students in The Lawful Custody of The Georgia Department of Human Resources or The Georgia Juvenile Justice Division. If a child is in

the lawful custody of either the Georgia Department of Human Resources or Department of Juvenile Justice, an authorized representative of such Department shall so certify in writing in the presence of a notary public, and shall deliver such certification to the District school in which such child desires to enroll. Such certification shall be accompanied by the name, address, and other identifying information of the parent, relative, guardian, foster parent, or other person with whom such student has been placed by said Department. Such certification shall be accompanied by two (2) of the five (5) items described in subparagraph (3)(a) of Paragraph B of this Item IV relating to the residence address of the parent, relative, guardian, foster parent, or other person with whom said child has been placed.

C. Transfers

As to transfers, the District shall maintain the following policies and procedures:

(1) As soon as may be practicable after the entry of this Order, the District shall modify its attendance and transfer policies and procedures so as to comply with the terms of this Order. After the District had adopted attendance and transfer policies which conform to this Order, then, until the expiration of this

Order, the District may not modify such policies without the approval of this Court.

(2) Notwithstanding the provisions of Paragraph B of this Section IV of this Order relating to student attendance zones and assignment, a student may be transferred from one school to another within the District upon a finding of the existence of any one or more of the following grounds:

(a) A student may be transferred from a school in one attendance district to a school in another attendance district when such transfer is deemed necessary for the safety, within the School System, of the student or of other students, or of faculty or staff. At a minimum, documentation as to any such transfer shall include a letter from the Associate Superintendent of the District and a letter from the principal of the sending school outlining the potential harm to the student, to another student or students, or to faculty or staff.

(b) A student may be transferred from a school in one attendance district to an alternative school in the same or another district when, based upon the conduct or academic performance of the student, such transfer is deemed to be in the best interests of the student.

(c) A student may be transferred from a school in one

attendance district to a school in a new attendance district when (i) said student is in the lawful custody of the Georgia Department of Human Resources or Department of Juvenile Justice; and (ii) said student has been placed in the home of a relative, in a foster home, or in some other home placement in said new attendance district by one of said Departments.

(d) The District shall consider its desegregation obligations when selecting the school options which it offers to students for transfers under the No Child Left Behind Act ("NCLB"). A child may be transferred pursuant to the NCLB so long as the transfer would not have a negative impact on desegregation. As used herein, the phrase, "would not have a negative impact on desegregation" means the transfer would not cause the percentage of students at either the receiving or the sending school to deviate from the district-wide percentage of students of the same race at that grade level (elementary, middle or high school) by more than twenty (20) percentage points. If after applying the foregoing standard the District finds a need to resolve a conflict between the NCLB and the Order of this Court, it shall seek the permission of this Court for the transfer.

(e) A student may be transferred from a school in one attendance district to a school in another attendance district, or to a school in

another local unit of administration pursuant to a contract between the District and such other local unit, when such transfer is deemed necessary to provide an appropriate education to a student with a disability affecting such student's education.

(f) A student may be transferred from a school in one attendance district to a school in another attendance district when such transfer is necessary to comply with existing school assignment policy (that is, when a student's residence changes or when the District adopts new attendance lines).

(g) To the extent that the same is considered a transfer, children or legal wards of full-time faculty, administrators, and other employees of the District who are verified as actually living with such employee pursuant to the residency provisions set forth above in subparagraph (3) of Paragraph B of this Section IV, may attend either (i) the school in which his or her parent or guardian is a full-time teacher, administrator, or other employee, or the school to which his or her parent has been assigned; (ii) the grade-appropriate school located closest to the school described in (i) above; or (iii) the school located in the attendance district where the student resides. Provided, however, as to each such transfer, the District shall make a finding that such transfer would not have a negative impact on desegregation. As used herein, the phrase "would not have a negative impact

on desegregation” means that the transfer would not cause the percentage of African-American students at either the receiving or the sending school to deviate from the District-wide percentage of African-American students at that grade level (elementary, middle school, or high school) by more than 20 percentage points. If after applying the foregoing standard the District needs to resolve a conflict between the proposed action and the Order of this Court, it shall seek the permission of this Court for the transfer. Provided, further, upon a finding that the transfer would have a negative impact on desegregation, the District shall not allow the transfer unless the same is expressly permitted by this Court.

(h) A student may be transferred from a school in one attendance district to a school in another attendance district whenever such transfer qualifies as a majority-to-minority transfer pursuant to Paragraph 6 of this Section IV of this Order.

(3) The parent, legal guardian, or other lawful custodian of any student seeking a transfer from one school to another within the District or seeking enrollment in a District school as the child or legal ward of an employee of the District shall submit to the District a transfer form (signed and dated under oath in the presence of a notary public) requiring the parent, legal guardian, or lawful custodian to check from a list one of the circumstances described in subparagraph

(2) of this Paragraph C of this Item IV and to describe in a sufficient space provided on the form the reasons for the requested transfer.

(4) As soon as may be practicable after the entry of this Order, the District shall make copies of its student assignment and transfer policies, including copies of its majority-to-minority transfer policy, available on its website, at every school within the District and at the Central Office of the District. The District shall advertize its student assignment and transfer policies twice yearly in the local newspaper or on television. Commencing with the 2007-2008 school year, the District shall publish in the student handbook of each school within the District its transfer and student assignment policies, as well as its majority-to-minority transfer policy.

(5) Except as may be specifically permitted by the terms of this Order or by policies of the District which are not inconsistent with the terms of this Order, the District shall not allow any student who is and will remain a legal resident of a county other than Coweta County to enroll in a school within the District. Furthermore, if a student who is and will remain a resident of Coweta County seeks to transfer to a public school in another district, then the District shall follow the following procedure prior to forwarding the student's records to the other district: (i) the Associate Superintendent shall review all such transfer

requests, including those received through a request by the Superintendent of the sending district; (ii) the Associate Superintendent shall analyze the effect of such transfer on the sending and receiving schools and districts and shall determine whether the proposed transfer impedes desegregation in either the sending or receiving schools or districts; (iii) if the Associate Superintendent finds that the proposed transfer does not impede desegregation in either the sending or receiving schools and districts, then the records of the transferring student shall be forwarded as requested; and (iv) if the Associate Superintendent finds that the proposed transfer would reduce desegregation in either the sending or receiving schools or districts, then the District shall attempt to resolve the problem through the Georgia Department of Education, and if the problem is not thereby resolved, then the District shall seek this Court's approval for the forwarding of the records of such student.

(6) Upon the implementation of the attendance zones attached hereto as Exhibit "A", all schools in the District will have an African-American student population which is in the minority. Nevertheless, the District shall continue to encourage and permit majority-to-minority transfers when and if African-American students are again in the majority at any school within the District.

(a) In particular, the District shall encourage and shall permit a

student (either African-American or white) attending a school in the District in which his or her race is in the majority to choose to attend another school in the District where his or her race is in the minority. Students of other races (neither white nor African-American) will not be considered candidates for majority to minority transfers, but they may transfer to other schools within the District pursuant to any other transfer policy of the District.

(b) The District shall provide transportation to students who have been granted majority-to-minority transfers.

(c) Commencing with the 2006-2007 school year and thereafter, the District will use each school's end-of-school-year student enrollment data, broken down by race, to determine which schools qualify for majority-to-minority transfers for the upcoming school year.

(d) In evaluating all requests for transfers from one school to another within the District, the District will determine whether the applicant is a candidate for a majority-to-minority transfer regardless of whether the applicant has requested such a transfer and shall grant the transfer if the transfer qualifies as a majority-to-minority transfer. Once granted, majority-to-minority transfers will be renewed automatically each year until the student graduates to a new school (that is, to a middle school or high school).

(e) As soon as may be practicable after the entry of this Order, the District will prepare a written notice of its majority-to-minority transfer policy, including a complete description of the policy and details as to how to apply for a transfer under the policy. As soon as any school within the District becomes eligible for a majority-to-minority transfer, such notice shall be amended to include the name of such eligible school. Commencing with the 2007-2008 school year, such notice shall be published in the student handbook, and, in particular, when any new student is registered in the District, such student shall be given a copy of the student handbook containing the majority-to-minority policy.

(f) The District shall keep a copy of each notice of its majority-to-minority transfer policy for a period of two years after the same is published. The District shall also keep a record of all majority-to-minority transfer requests for a period of two (2) years after they are made, including a record of the District's action on each request.

(7) All transfer requests, including forms and supporting documentation, shall be submitted to the Associate Superintendent, who shall have sole discretion to approve or deny such requests. As to each request, the Associate Superintendent shall make a good faith inquiry into the merits of the request and the supporting circumstances. If the Associate Superintendent finds the request to

be in compliance with the terms of this Order and any other policies of the District which are not inconsistent with this Order, then the Associate Superintendent shall approve the request. All decisions of the Associate Superintendent approving or denying a transfer request shall be final.

(8) All transfers granted by the District, with the exception of majority-to-minority transfers, will be valid only for the school year for which they have been approved. Any student who wishes to continue to attend the school to which he or she has been transferred must reapply for a transfer for each new school year, including the submission of a transfer form and other documentation required by this Order. The District will maintain records of all transfer requests, including all supporting documentation, as well as the action of the District thereon, for a period of two (2) years after such requests have been received by the District.

(9) The District may have already acted on all transfer requests for the 2006-2007 school year received by the District prior to the date of the entry of this Order. Nevertheless, as soon as may be practicable after the date of the entry of this Order, the District shall provide to the United States: (a) a copy of each transfer request submitted for the 2006-2007 school year, including all supporting documentation; (b) a list of all transfers requested by type, sending school,

receiving school, race, and grade of student; and (c) the action of the District on each such transfer request. To the extent that the United States has any objection to the transfers granted by the District for the 2006-2007 school year, the parties shall make an effort to resolve the objection in a manner consistent with the provisions of this Order. Commencing on or before July 1, 2007, and no later than the 1st day of July

of each year thereafter, the District will submit to the United States: (a) a copy of each transfer request received by the District for the upcoming school year, including all supporting documentation; (b) a list of all transfer requests received by the District by type, sending school, receiving school, and by race and grade of student; and (c) the proposed action of the Associate Superintendent either approving or denying each such transfer request. The United States will have until the 1st day of August to raise any objections which it may have to the proposed transfers.

(10) On or before the 1st day of September of each year, the District will provide to the United States documentation as to each transfer request received for the current school year by type, sending school, receiving school, race, and grade of student, and rationale for either approving or denying the transfer request.

D. Employee Assignment

The District shall maintain the following policies and procedures relative to employee hiring and assignment:

(1) The District shall make every reasonable effort to assign principals, teachers, teacher-aides, and other instructional personnel who work directly with children at the school in such a manner so as to insure that the assignments do not identify the school as a school intended for one race. As used in this paragraph only, the phrase, "a school intended for one race," shall mean a school in which the percentage of instructional personnel deviates from the district-wide percentage of instructional personnel of the same race at that grade level (elementary, middle or high school) by more than twenty (20) percentage points. If after applying the foregoing standard the District finds a need to resolve a conflict between the proposed assignment and the Order of this Court, it shall seek permission of this Court for the assignment.

(2) The District shall maintain records for at least two (2) years which will allow it to demonstrate compliance with the Permanent Injunction, as well as this Order, relating to the employment of District personnel.

E. Compliance Supervisor

The Superintendent of the District shall appoint an individual on the Superintendent's staff to insure the District's compliance with the provisions of this Order (the "Compliance Supervisor"). The duties of the Compliance Supervisor set forth in this Order shall be in addition to any other duties which may be assigned by the Superintendent. In particular, the Compliance Supervisor shall be responsible for insuring that the District meets the reporting requirements of this Order, as well as the provisions of the Permanent Injunction. The Supervisor shall report to the Superintendent on a monthly basis regarding the status of the District's compliance with this Order and the Permanent Injunction.

V. UNITARY STATUS AS TO TRANSPORTATION

The District has shown that it has eliminated, to the extent practicable, all vestiges of past discrimination relative to the transportation of students within the District. Furthermore, the District has demonstrated compliance with the Constitution and all orders of this Court in regard to transportation. For the foregoing reasons, the District has achieved partial unitary status with respect to transportation.

VI. OTHER PROVISIONS

The parties shall comply with the following additional provisions:

(1) The Permanent Injunction shall remain in full force and effect to the extent that it is not inconsistent with or expressly amended by the provisions of this Order. This Court shall retain jurisdiction of this action for all purposes consistent with implementation of the Permanent Injunction and this Order.

(2) Commencing on December 15, 2006, and continuing on the 15th day of June and the 15th day of December thereafter until the expiration of this Order, the District shall submit to the United States and file with this Court a report which describes any steps taken by the District to comply with this Order. Said report shall identify the specific provision of this Order which any such step may address.

(3) Until this Order expires, the District shall, on or before the 15th day of September of each year, submit to the United States the following information:

(a) The total number and percentage of employees by Position at each school, separately, and at the Central Office, by race (African-American and other);

(b) The total number and percentage of students, by race (African-American and other) enrolled in each District school or other facility operated by the District;

(c) Description of any student reassignment plans or attendance zone changes which are currently under consideration;

(d) A description, by school and by project, of the progress of the District's facilities plan;

(e) Copies of the District's current student assignment and transfer policies.

(4) In addition, the District shall make every reasonable effort to respond to any further request from the United States for information or documentation relating to the terms of this Order within thirty (30) days after receiving such request, but shall respond no more than sixty (60) days thereafter.

(5) The parties shall negotiate in good faith as to any disputes which may arise relating to the implementation of this Order. Either party shall have the right to seek a judicial resolution of any dispute arising prior to the expiration of this Order.

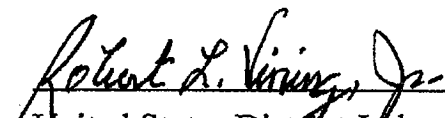
(6) In the absence of a pending motion by the United States for further relief or a finding by this Court that the District has failed to comply with the terms of the Permanent Injunction or federal law, this Consent Decree shall expire by its own terms two (2) years from the date of its entry or the filing of the final

semi-annual report, whichever is later. Until such time, the District shall not make a motion for a declaration of unitary status.

VII. INTENDED EFFECT.

The intended effect of this Order is to assist the District in achieving unitary status. Two (2) years after the satisfactory implementation of this Order and its expiration as set forth above, the District may apply to this Court, with notice to all parties, for an Order declaring that the District has achieved unitary status and dismissing the case. If, upon the filing of its motion, the District has continued to comply with all Orders of this Court affecting the District, then the United States stipulates and agrees that it will either join in said motion for unitary status or not file any response opposing the same.

IT IS SO ORDERED, this 9th day of Nov., 2006.


United States District Judge

CONSENTED TO:

FOR UNITED STATES:

s/Franz M. Marshall

s/Iris Goldschmidt

Attorneys for Plaintiff United States

U.S. Department of Justice

Civil Rights Division

Educational Opportunities Section,

PHB 601 D. Street, N.W.

Washington, DC 20530

(202) 514-4092

FOR DEFENDANT COWETA COUNTY SCHOOL DISTRICT:

s/ Joseph P. MacNabb

Bar No. 464500

Attorney for Defendant Coweta County School District

Rosenzweig, Jones & MacNabb, PC

P.O. Box 220

32 South Court Square

Newnan, GA 30264

(770) 253-3282