

IN THE UNITED STATES DISTRICT COURT FOR THE

WESTERN DISTRICT OF LOUISIANA

MONROE DIVISION

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| UNITED STATES OF AMERICA, |) |
| |) |
| Plaintiff, |) |
| |) |
| vs. |) |
| |) |
| LINCOLN PARISH SCHOOL |) |
| BOARD, et al., |) |
| |) |
| Defendants. |) |
| |) |
| |) |

CIVIL ACTION
No. 12,071

D E C R E E

The Court, having considered the school desegregation plan filed in this cause by educators with the Office of Education, Department of Health, Education and Welfare, and having considered the proposed plan filed by the defendants, now finds:

The school desegregation plan proposed by the Lincoln Parish School Board and filed on July 21, 1969 conforms with the requirements imposed upon the defendants by the Fourteenth Amendment to the Constitution of the United States and is designed to, and will disestablish the defendants' dual system of schools based upon race, now therefore:

It is ORDERED, ADJUDGED AND DECREED that the defendants, their agents, officers, employees and successors and all those in active concert and participation with them, be and they are permanently enjoined from discriminating on the basis of race or color in the operation of their parish school system. As set out

more particularly in the body of the decree, they shall take affirmative action to disestablish all school segregation and to eliminate the effects of the dual school system:

I.

SPEED OF DESEGREGATION

Commencing with the 1969-70 school year in accordance with this decree, the defendant shall implement the 1969-70 portion of the school desegregation plan proposed by them and approved by this Court.

II.

Commencing with the 1970-71 school year the defendants shall complete the dis-establishment of their dual systems of schools in accordance with their plan of desegregation approved by this Court.

III.

PROTECTION OF PERSONS EXERCISING
RIGHTS UNDER THIS DECREE

Within their authority, school officials are responsible for the protection of persons exercising rights under or otherwise affected by this decree. They shall, without delay, take appropriate action with regard to any student or staff member who interferes with the successful operation of the provisions of this decree. Such interference shall include harassment, intimidation, threats, hostile words or acts, and similar behavior. If officials of the school system are not able to provide sufficient protection, they shall seek whatever assistance is necessary from other appropriate officials.

IV.

TRANSFERS

(a) Majority to Minority Transfer Policy.

The defendants shall permit a student (Negro or white) attending a school in which his race is in the majority to choose to attend another school where space is available and where his race is in a minority.

(b) Transfers for Special Needs.

Any student who requires a course of study not offered at the school to which he has been assigned may be permitted, upon his written application at the beginning of any school term or semester, to transfer to another school which offers courses for his special needs.

(c) Transfers to Special Classes or Schools.

If the defendants operate and maintain special classes or schools for physically handicapped, mentally retarded, or gifted children, the defendants may allow children to transfer to such schools or classes on a basis related to the function of the special class or school. Provided that no such transfers shall be made on the basis of race or color or in a manner which tends to perpetuate a dual school system based on race or color.

(d) Attendance Outside Parish of Residence.

If the Parish School District grants transfers to students living in the district for their attendance at public schools outside the district, or if it permits transfers into the district of students who live outside the district, it shall do so on a non-discriminatory basis, except that it shall not consent to transfers where the cumulative effect will reduce desegregation in either district or reinforce the dual school system.

V.

TRANSPORTATION, SERVICES,
FACILITIES, ACTIVITIES
AND PROGRAMS

No student shall be segregated or discriminated against on account of race or color in any service, facility, activity, or program (including transportation, athletics, or other extra-curricular activity) that may be conducted or sponsored by the school in which he is enrolled. A student attending school for the first time on a desegregated basis may not be subject to any disqualification or waiting period for participation in activities and programs, including athletics, which might otherwise apply because he is a transfer or newly assigned student. All school use or school-sponsored use of athletic fields, meeting rooms, and all other school related services, facilities, activities, and programs such as commencement exercises and parent-teacher meetings which are open to persons other than enrolled students, shall be open to all persons without regard to race or color. All special educational programs conducted by the defendants shall be conducted without regard to race or color. Bus routes and the assignment of students to buses will be designed to insure the transportation of all eligible pupils on a non-segregated and otherwise non-discriminatory basis.

VI.

SCHOOL EQUALIZATION

(a) Inferior Schools. In schools heretofore maintained for Negro students, the defendants shall take prompt steps necessary to provide physical facilities, equipment, courses of instruction, and instructional materials of quality equal to that provided in schools previously maintained for

white students. Conditions of overcrowding, as determined by pupil-teacher ratios and pupil-classroom ratios shall, to the extent feasible, be distributed evenly between schools formerly maintained for Negro students and those formerly maintained for white students. If for any reason it is not feasible to improve sufficiently any school formerly maintained for Negro students, where such improvement would otherwise be required by this paragraph, such school shall be closed as soon as possible, and students enrolled in the school shall be re-assigned so as to promote desegregation. By October of each year, defendants shall report to the Clerk of the Court pupil-teacher ratios, pupil-classroom ratios, and per-pupil expenditures both as to operating and capital improvement costs, and shall outline the steps to be taken and the time within which they shall accomplish the equalization of all schools.

(b) Remedial Programs. The defendants shall provide remedial education programs which permit students who have previously attended segregated schools to overcome past inadequacies in their education.

VII.

NEW CONSTRUCTION

All school construction, school consolidation, and site selection (including the location of any temporary classrooms) in this parish shall be done with the objective of eradicating the vestiges of the dual system, and so as to prevent the recurrence of the dual school structure.

VIII.

DESEGREGATION OF FACULTY AND OTHER STAFF

The Parish School Board shall announce and implement the following policies:

1. The principals, teachers, teacher-aides and other staff who work directly with children at a school shall be so assigned for the school year 1969-70 and subsequent years that in no case will the racial composition of a staff indicate that a school is intended for Negro students or white students. For the 1970-71 school year the district shall assign the staff described above so that the ratio of negro to white teachers in each school and the ratio of other staff in each are substantially the same as each such ratio is to the teachers and other staff, respectively, in the entire school system.

The school district shall, to the extent necessary to carry out this desegregation plan, direct members of its staff, as a condition of continued employment to accept new assignments.

2. Staff members who work directly with children, and professional staff who work on the administrative level will be hired, assigned, promoted, paid, demoted, dismissed and otherwise treated without regard to race, color or national origin, except to the extent necessary to correct discrimination.

3. If there is to be a reduction in the number of principals, teachers, teacher-aides or other professional staff employed by the school district which will result in a dismissal or demotion of any such staff members, the staff member to be dismissed or demoted must be selected on the basis of objective and reasonable non-discriminatory standards from among all the staff of the school district. In addition, if there is any such dismissal or demotion, no staff vacancy may be filled through

recruitment of a person of a race, color or national origin different from that of the individual dismissed or demoted, until each displaced staff member who is qualified has had an opportunity to fill the vacancy and has failed to accept an offer to do so.

Prior to such a reduction, the school board will develop or require the development of non-racial objective criteria to be used in selecting the staff member who is to be dismissed or demoted. These criteria shall be available for public inspection and shall be retained by the school district. The school district also shall record and preserve the evaluation of staff members under the criteria. Such evaluation shall be made available upon request to the dismissed or demoted employee.

The foregoing provisions of Section VIII are intended to implement the decisions in Carr v. Montgomery U. S. (1969) and United States v. Bessermer School District, F2d (C.A.S., 1968) by filling faculty and staff vacancies occurring due to retirements and resignations, the defendants are not forbidden to hire and employ new faculty and staff members so as to upgrade the quality of faculties and staff provided such new faculty and staff members are hired and employed on a non-racial basis and solely on the grounds of objective qualifications for the positions being filled.

IX.

REPORTS TO THE COURT

The defendants shall submit to this court, and serve copies upon each party, the following reports in accordance with the dates indicated:

A. On or before September 1, 1969, and on or before May 1 of each subsequent school year:

1. The name, race, and grade or subject taught of each teacher proposed to be employed for the following school year, by school.
2. The name, race, and grade or subject taught by each teacher then employed (or for the September 1, 1969, Report, those who were employed for the 1968-69 school year) whom defendants propose not to re-employ for the next school year and the reasons therefor.
3. Anticipated enrollment by grade and race for each school for the next school year.
4. Anticipated attendance zones for each school for the next school year (as reflected on a map of the school district.).

B. On or before October 1, 1969, and on or before October 1 of each subsequent school year:

1. The name, race, and grade or subject taught for all teachers employed the previous school year but not re-employed for the current school year, and the reason for their termination.
2. The name and race of the teachers employed as replacements for the teachers listed in subparagraph (1) above. (Indicate if transferred from another school in defendants' district).
3. The number of vacancies created by expansion of faculties or staff, and the name, race, and grade or subject taught by each teacher employed to fill such vacancies.
4. Enrollment in each school by grade and race.

C. At the time any proposal for site acquisition, new construction or expansion is submitted to the defendant school

board for consideration, the following information shall be reported to the Court and a copy of said report be furnished the plaintiff:

1. The exact location and nature of the proposed site acquisition, new construction or expansion.
2. The grade levels to be served by the proposed structure, and the anticipated number and race of the students to be assigned.
3. The action taken by the board pursuant to the submitted proposal and the anticipated dates for:
(1) preliminary architectural plans, (2) final plan, (3) construction bids advertised and accepted, (4) site preparation and (5) construction undertaken.

Thus done and signed in *Shreveport*, Louisiana
on this the *1st* day of *August* July, 1969.

Ben C. Dawkins Jr.
UNITED STATES DISTRICT JUDGE