

JUN 25 2001

ROBERT H. SHEM WELL, CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

FILED
USDC, WESTERN DISTRICT OF LA
ROBERT H. SHEM WELL, CLERK
DATE 06/28/01
BY RH

**JOANN GRAHAM, ET AL,
Plaintiff**

: CIVIL ACTION NO. 11,053

**UNITED STATES OF AMERICA,
Plaintiff-Intervenor,**

: JUDGE MELANCON

VERSUS

**EVANGELINE PARISH SCHOOL BOARD,
ET AL
Defendants**

SUPERSEDING CONSENT DECREE

This matter is again before the Court at the request of the United States, plaintiff-intervenor, and the Evangeline Parish School Board, defendants herein.

In June of 1992, the United States initiated an investigation of, *inter alia*, the hiring, assignment, employment, student assignment, intra and inter-district transfer, and programmatic assignment practices and policies of the Evangeline Parish School Board. As a result of that investigation, the United States raised concerns regarding the legality and/or validity of certain of those practices and policies. In an effort to resolve those concerns and eliminate the possibility of protracted and costly litigation, the United States and the Evangeline Parish School Board joined in a Consent Decree which was approved by the Court on August 1, 1997. After that time, the parties became aware of situations and applications of the August 1, 1997 Consent Decree not specifically addressed therein. Accordingly, the parties jointly asked that the August 1, 1997 Consent Decree be amended and that a Superseding Consent Decree be issued for purposes of clarification. That Superseding Consent Decree was issued by the Court on October 14, 1998. Since that date, new

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issues have arisen relative to, among other things, the assignment of certified personnel within the District, and the parties desire to amend and supplement the order of October 14, 1998. For ease of compliance and understanding, the parties request that a new order be issued by the Court to replace in its entirety the Superseding Consent Decree issued on October 14, 1998. It is the understanding of the parties and of the Court that neither the new proposed order nor the defendant's consent thereto constitutes an admission by the defendants or an adjudication by the Court of any violation of federal law.

It is the determination of this Court, on the basis of its familiarity with this case and the Evangeline Parish School System, in general, and on the basis of opinions previously rendered in *Graham and United States v. Evangeline Parish School Board*, C.A. No. 11, 053 (W.D. La.), that the actions embodied in this Superseding Consent Decree, if successfully implemented, are reasonable, equitable, and appropriate to ensure that the practices and policies of the Evangeline Parish School Board comply with pertinent federal law.

NOW, THEREFORE, in recognition and in full appreciation of all of the factors herein, the United States and Evangeline Parish School Board hereby agree, as indicated by the signatures of their authorized counsel below, to the adoption of this Superseding Consent Decree, embodying the terms and conditions hereinafter stated. The parties having agreed to the terms and conditions herein and Court having reviewed this Superseding Consent Decree and determined that its terms and conditions are fair, reasonable, and lawful and that they will promote the implementation of equitable transfer policies and orderly desegregation of the certified personnel employed by the Evangeline Parish School Board (EPSB), **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

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A. MODIFICATION OF THE GRAHAM V. EVANGELINE PARISH SCHOOL BOARD DECREE (ENTERED ON AUGUST 5, 1969).

STATEMENT OF POLICY AND OF PURPOSE

The obligations and commitments undertaken herein by the Evangeline Parish School Board shall be those of the School Board and its individual members, current and future. To that end it shall be the responsibility of the duly appointed Superintendent, or acting superintendent, to provide a copy of this Superseding Consent Decree to all persons who may qualify to run for a position on the Evangeline Parish School Board within three (3) days of the closing of the qualifying period for any regularly scheduled or special election called for the election to the School Board. It shall further be the obligation of the Superintendent or acting superintendent to certify to the Court that the foregoing has been complied within five (5) days of the close of the qualifying period referred to herein.

The Court shall meet with the duly elected president of the Evangeline Parish School Board and the duly appointed Superintendent or acting superintendent as well as counsel of record for the parties hereto on dates to be set by the Court during the months of July 2001 and August 2001 to monitor compliance with this Superseding Consent Decree. Thereafter, in order to monitor compliance with this Superseding Consent Decree and all previous orders of the Court issued herein, the Court shall meet quarterly with the duly elected president of the Evangeline Parish School Board and duly appointed Superintendent or acting superintendent and the attorneys of record on dates to be set by the Court so that two (2) of the quarterly meetings are conducted within thirty (30) days of the filing of the School Board's June 1st and October 15th reports.

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VII.

Desegregation of Faculty and Other Staff

The EPSB shall announce and implement the following policies:

1. By the beginning of the 2001-2002 school year and for each school year thereafter, the EPSB shall assign principals, teachers, and other certified staff who work directly with children at a school so that in no case will the racial composition of a staff indicate that a school is intended for African-American students or Caucasian students, in substantial compliance with the decision in *Singleton v. Jackson Municipal Separate School District*, 419 F.2d 1211 (5th Cir. 1971).

Part VII of the *Graham* decree is here modified and shall read as follows:

2. The EPSB shall maintain records pertaining to the promotion or selection of persons to the positions of assistant principal, principal, and for all supervisory or administrative positions on the Central office staff for ten years from the entry of this order. "Records" includes the following for each supervisory/administrative staff position filled: the name of each person who applied for the position; each person's application or letter of application for the position; the racial identification of each applicant; the position description for each position filled; the name and racial identification of the person selected; copies of any oral or written examination questions administered during the selection process; the written responses of each applicant who took the written examination; the final score and ranking of each applicant or person considered to fill the position; the name and racial identification of each person on the oral examination (or interview) panel; the name and racial

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identification of the person(s) who scored the written examination; and the advertisement for the position in the Opelousas Daily World and the Ville Platte Gazette including the date(s) of actual publication in the media.

3. All vacancy announcements for promotional opportunities to said positions shall be posted in the EPSB schools for a period of at least thirty (30) days. The EPSB shall maintain records containing the name of the school and the dates and locations that the vacancy announcement was posted.
4. The EPSB shall maintain and retain all records pertaining to the applications for teaching positions by school year and by school for five years. "Records" includes the application or letter of application and any notes or other documents generated during the selection process. The EPSB shall maintain records containing the racial identification of all applicants for teaching positions.
5. The EPSB recognizes the importance and value of having a racially diverse teaching staff in each of its schools. Toward that end, the EPSB shall aggressively recruit minority teaching and administrative personnel. The EPSB shall report each year on its efforts to recruit minority teachers and administrative personnel in the June 1 and October 15 reports submitted to the Court.
6. The Department of Justice shall have reasonable access to relevant records to conduct compliance reviews. Specifically, the Department of Justice upon request and reasonable notice to the counsel to the Board shall have the right to inspect and copy any and all records pertaining to the hiring and promotion of the Board's certified instructional, supervisory and administrative staff and/or pertaining to the recruitment of minority teachers and administrators without order of the Court.

B. MODIFICATION AND CLARIFICATION OF SELECTION PROCEDURES FOR ADMINISTRATORS AND SUPERVISORY PERSONNEL

The Affirmative Action (AA) Policy for Administrators applies to the selection of assistant superintendent, principals, assistant principals, and any supervisory or administrative position on the Central Office Staff when more than one person submits an application or otherwise enters the selection process. The current policy, which is retained, requires applicants to complete a three-phase process, which includes a review of the applicant's qualifications, an interview, and a written examination. Each phase is scored and candidates receive a combined score. The top three scoring candidates shall be submitted to the EPSB for selection of the person to fill the positions as follows:

1. Each vacancy shall be announced in the local newspapers named above and posted in each school governed by the EPSB for at least 30 days. Each vacancy announcement shall include the minimum qualifications for the position and a statement that a copy of the full position description is available upon request at the Central Office of the EPSB.
2. The AA Policy for Administrators shall apply whenever a position is filled, regardless of the number of applicants for the position. When only one person applies for a position, however, the applicant must obtain an overall score of at least 75% of the highest possible score before his or her name may be submitted to the Board for approval. An applicant's failure to accumulate 75% of the highest possible score triggers the beginning of a new selection process under the AA Policy for Administrators. If no one applies within 30 days of the re-advertisement of the notice of the vacancy, the original applicant's name, without further testing, may be submitted to the Board.

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3. The assistant superintendent shall compute the scores of all candidates and shall forward the names of the applicants in rank-order to the Superintendent. In the event that the position being filled is that of assistant superintendent, then the Superintendent shall designate a high ranking staff member to perform this duty. The Superintendent shall select a person to recommend to the Board from the top three ranked applicants, or if only two applicants have applied for the position, then he shall recommend one of those individuals to the EPSB. If only one person has applied and has accumulated at least 75% of the highest possible score during the selection process, the Superintendent may, at his discretion, recommend the appointment of that applicant. If the recommendation of the Superintendent is not approved by the Board, then a written notice of the rejection shall be filed by the Board President with the Court within five (5) days of same stating the reasons for the Board's decision not to approve the Superintendent's recommendation and the numerical vote for and opposed to the recommendation. In no event, however, shall the EPSB fill a position of assistant superintendent, principal, assistant principal, or Central Office supervisory or administrative position contrary to the Superintendent's recommendation with a person who has not gone through the procedures of the AA Policy for Administrators and before the passage of ten (10) days from the date of filing of notice of the rejection of the Superintendent's recommendation.
4. To insure that all personnel involved in the selection process understand its requirements, after each School Board election, the EPSB shall conduct an orientation session to familiarize the newly elected School Board members with the requirements of the AA Policy for Administrators.

5. When circumstances require that a vacancy be filled on an interim basis, the interim appointment shall be filled by the Superintendent without further action or review by the EPSB; however, no interim appointment shall exceed nine months. The position shall be filled on a permanent basis only after the procedures as outlined in the AA Policy for Administrators have been completed. Any person who has held the position on an interim basis may apply for the position on the same basis as any other person.

C. REASSIGNMENT OF FACULTY

The EPSB shall continue the process of reassigning its certified personnel in compliance with the standards set forth in *Singleton v. Jackson Municipal Separate School District*, 419 F.2d 1211 (5th Cir. 1971). By the commencement of the 2001-2002 school year and for each school year thereafter, principals, teachers, and other certificated staff members who work directly with children at each school shall be so assigned that in no case will the racial composition of a staff indicate that a school is intended for African-American students or Caucasian students. The District shall assign the staff described above so that the ratio of African-American employees to Caucasian employees in each school is substantially the same as such ratio is in the school system as a whole. Procedures for selecting, assigning, and reassigning teachers are more specifically described as follows:

1. For purposes of this Section of the Superseding Consent Decree, the terms “teachers” or “teaching staff” shall refer to classroom teachers, librarians, and others who provide classroom instruction to students. Such terms shall not refer to or include counselors, curriculum coordinators, assistant principals, principals, or itinerant personnel.

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2. In order to provide the students of Evangeline Parish with the most qualified teachers available, the EPSB shall recruit and employ as many certified teachers as possible. In the event that the EPSB is unable to employ a sufficient number of certified teachers to fill all vacancies existing in the school system, then it shall have the authority to employ non-certified, degreed applicants to fill remaining vacancies.
3. Rebalancing of the teaching staff of each school faculty shall take place during the summer of each year to maintain racial balances as follows. Prior to the beginning of each school year, a calculation shall be made of the percentage of Caucasian and African-American teachers employed in the district. Teachers will then be assigned/reassigned as necessary to ensure that the percentage of Caucasian and African-American teachers in each school is within plus or minus ten (10%) percent of the parishwide percentages.
4. It shall be the responsibility of the Superintendent and the principal of each school to insure that the teaching faculty of each school is within the acceptable range each school year. In order to implement this requirement, the Superintendent shall have the authority to assign and/or reassign the teaching staff of each school. The Superintendent's decision on assignment and/or transfer of teachers shall be final. Any teacher who does not accept the assignment given to him/her by the Superintendent shall be subject to dismissal by the EPSB.
5. It shall be the responsibility of the Superintendent to assign and/or reassign principals and assistant principals so that the race of those individuals does not always mirror the predominate race of the student bodies of the schools they will serve. In order to

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implement this requirement, the Superintendent shall have the authority to recommend to the EPSB the transfer of principals and assistant principals. If the recommendation of the Superintendent to transfer a principal or assistant principal is not approved by the EPSB, then a written notice of the rejection shall be filed by the Board President with the Court within five (5) days of same stating the reasons for the Board's decision not to approve the Superintendent's recommendation and the numerical vote for and opposed to the recommendation. In no event, however, shall the EPSB transfer a principal or assistant principal contrary to the recommendation of the Superintendent before the passage of ten (10) days from the date of the filing of notice of the rejection of the Superintendent's recommendation.

6. By the end of the first full week of August of each year, the Superintendent shall submit to the Court and to the United States rosters listing by name, race, and certification the members of the teaching staff and administrative staff employed and assigned to each school in the district. Such report will also designate any teacher newly employed who worked the previous year for another school district undergoing school desegregation under the auspices of the United States District Court for the Western District of Louisiana.
7. In the event that it becomes necessary for the EPSB to employ non-certified teachers, such teachers shall be employed on a semester by semester basis. In the event that a certified and qualified applicant becomes available during the first semester of the school year, the District shall employ such applicant at mid-term and the non-certified teacher will be released at that time.

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8. In the event that it becomes necessary to replace during the school year a member of the teaching staff who has resigned, been terminated, or otherwise ended employment with the District, then the Superintendent shall recommend to the EPSB the most qualified applicant available at that time to fill that position. If the individual selected to fill the vacancy is a certified teacher, then such teacher may be offered a contract for the remainder of the school year. If the individual selected is non-certified, however, then the applicant may be offered a contract for the remainder of that semester only and may be replaced at mid-term by a certified teacher if an application from a teacher with such certification and appropriate qualifications has been received. Rebalancing of the teaching staff of each school is not required during the course of a school year.
9. With regard to reassignment of such teachers as may be necessary to bring each public school in Evangeline Parish into compliance with this Superseding Consent Decree, the Superintendent shall, in order of priority: (1) solicit and approve voluntary transfer requests when such transfers would further racial balancing of the faculty of the transferee school and would not impair the racial balance of the transferor school and where the qualifications of the teacher meet the needs of the transferee school; (2) utilize new hires and retirees returning to work to accomplish this end; (3) transfer certified and non-certified teachers who have previously been employed in the District.

D. STUDENT TRANSFER POLICY

The EPSB shall operate the Evangeline Parish School District in a non-discriminatory manner, strictly enforce attendance zone lines, and shall follow the provisions set forth below:

1. Continuing with the 2001-2002 school year and for each school year thereafter, all students seeking to enroll in the District shall be required to register at the school to which they are assigned, as mandated by the prior desegregation orders in *Graham and United States v. Evangeline Parish School Board*. Pursuant to the procedures and requirements set forth in paragraphs 3-6 below, the School Board shall verify the residency of each student.
2. Each student entering the District for the first time or reentering after interrupted attendance, shall be required, consistent with paragraphs 3-6, to verify his or her residence address as part of the registration process.
3. Each student identified in paragraph 1, *supra*, must establish his or her residency.
 - (a) The parent(s) of a student seeking to enroll must provide the school with at least two (2) of the items numbered (1) through (9) below, as verification of their address, except that any document with a post office box as an address shall not be accepted:
 - Property tax records which indicate the location of the homestead;
 - Mortgage documents or property deed;
 - Apartment or home lease or notarized statement of the verified property owner identifying himself/herself as the property owner, describing the property, the term of lease, and identifying the leaseholder;
 - Current utility bills showing residence address;

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- Driver's license;
- Voter precinct identification;
- Automobile registration;
- Affidavit and/or personal visit by a designated school district official, and,

In the case of a student living with a legal guardian:

- A court decree declaring the district resident to be a legal guardian of the student.

(b) Students living with custodians other than parents or legal guardians:

- The non-parental custodian claiming district residency must meet the criteria of subparagraph (a) above, required of a parent or legal guardian.
- The parish resident must provide the School Board with a notarized document stating his/her relationship to the student, and that the student will be living in his or her home for a period of time encompassing the entire upcoming school year, and fully explaining the reason(s) (other than school attendance zone or parish preference) for this arrangement.

4. Continuing for the 2001-2002 school year for each school year thereafter, no inter-district or intra-district transfer shall be permitted other than those approved by the Transfer Committee (composed of three members, one of whom shall be the Supervisor of Child Welfare and Attendance, the remaining two members shall be persons employed at the building principal level or above). The decision of the Transfer Committee shall be final and without appeal to the EPSB. Pursuant to this provision, no transfer shall be approved unless the student seeking the transfer establishes one of the following reasons:

- (a) Specialized academic, vocational, or special education curriculum not offered

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in the school, or district of residence. For an inter-district transfer, the Superintendent of the sending district shall be required to submit to the Superintendent of the receiving district a notarized statement verifying the unavailability of the specific curriculum in the district of residence. For an intra-district transfer, the principal and designated administrator(s) of the sending school must sign a statement verifying the unavailability of the specific course(s) and the necessity of the student's transfer to take the course(s).

- (b) A graduating student may be granted a transfer to graduate from his previous school if the student moves during the school year of the targeted graduation date.
- (c) If the health of the student is in jeopardy, a letter from a medical doctor certifying the condition of the student and describing the necessity prompting the transfer request, as well as, describing how the transfer will resolve the health problem, shall be required to verify the health purpose. The Transfer Committee may require a letter/report from a second medical doctor or further verification of the need for the transfer.
- (d) If the safety of a student is in jeopardy, a statement signed by the designated administrator(s) of the sending district and school, setting forth the potential harm to the student and describing the necessity prompting the transfer request and how the transfer will alleviate the situation, shall be required to verify the safety purpose. If the Transfer Committee approves the transfer the designated administrator of the sending district shall be notified.

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- (e) Children enrolled in grades K-12 of full-time school district employees, who are verified as actually living with said employees as required by paragraph 3(a) of this Order -- with the understanding that the name and race of each child, the name of the employee, the occupation of the employee, and the names of the sending and receiving schools shall be provided to the United States for review before such transfers can be finally approved by the district. If the United States does not raise an objection to any such transfer within fifteen (15) days of its receipt of such information, then it shall be assumed that there is no such objection and that the District can finally approve it. A listing of the students granted transfers under this provision shall be included in the October 15 Court reports.
- (f) Majority to Minority Transfer - - a student attending a school where his/her race is in the majority may elect to attend a school where his/her race is in the minority. A Majority to Minority transfer shall be effective for the student's entire matriculation at the receiving school or until the student notifies the Transfer Committee of an intent to return to the original home school. All requests to return to the home school shall be received by the Transfer Committee on or before July 1st. Students who transfer pursuant to this section shall be immediately eligible to participate on athletic teams at the schools to which they transfer.
- (g) Transfer requests to allow participation in extracurricular activities shall be restricted to participation in football and/or band. Transfers of Caucasian

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students under this provision shall be limited to attendance at Ville Platte High. Transfers of African-American students under this provision shall be limited to attendance at Mamou High or Basile High.

- (h) **Hardship transfers** - There are some situations which do not fall within any of the student transfer positions mentioned above but where the parent(s) or guardian(s) of a student feel that there are extenuating circumstances warranting the transfer of that student. In these cases, the parent(s) or guardian(s) can request a hardship transfer. The Transfer Committee will review the request and any supporting documentation, and the Transfer Committee has the right to request additional documentation relative to the need for the transfer. The Transfer Committee will not give final approval to any hardship transfer requests until after the United States has had an opportunity to review the request. If the United States does not raise an objection to any such transfer within fifteen (15) days of its receipt of information relative to it, then it shall be assumed that there is no such objection and that the District can finally approve it. A listing of the students granted transfer under this provision, during any school year, together with the reasons justifying such approval and the names of the sending and receiving schools shall be included in the June 1 Court reports.

5. No intra-district transfer shall be approved unless the Transfer Committee has analyzed the effect of such transfer on the sending and receiving schools and determined that the transfer will not impede desegregation at either school and/or

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reinforce a perception that a particular school is intended for Caucasian or African-American students.

6. No inter-district transfer shall be approved unless the Transfer Committee has analyzed the effect of such transfer on the school in the resident district and the school that the student seeks to attend, and determined that the transfer does not impede desegregation in either district or affected school. The failure of the sending district School Board to cooperate with the Transfer Committee in providing the necessary information shall be a basis for denying the requested transfer.
7. The EPSB may provide transportation only to those intra-district transfer students who have been verified as being properly enrolled in the school district.
8. If any student is found to be enrolled in a school or the District contrary to the provisions set forth herein, the EPSB shall immediately notify the student and his or her parent(s) or legal guardian. Notification shall state that the student or his/her parent(s) or guardian shall have a period of ten (10) days from the date of the notice to provide verification of residency or reasonable basis as set forth herein. If the required verification is not provided to the Superintendent within that period, the EPSB shall immediately withdraw the student and notify his/her parent(s) or guardian that the student is being denied enrollment pursuant to this agreement.
9. All intra/inter-district transfers except Majority to Minority transfers shall be effective for one year only and must be reconsidered and approved by the Transfer Committee for each succeeding year. All transfer requests must be received by the Transfer Committee on or before July 15th to be eligible for consideration. Pursuant

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to exigent circumstances, the Transfer Committee may suspend the July 15th filing deadline.

10. The EPSB, its Superintendent, and each school principal shall have a continuing obligation to monitor student enrollment and to ensure that no unlawful inter/intra-district transfers are permitted and that all attendance zones are enforced.

E. BIRACIAL COMMITTEE

The EPSB agrees to the reestablishment of a Biracial Committee. The Biracial Committee is to^{be} appointed by the Court for an indefinite term and will serve at the pleasure of the Court. The Biracial Committee shall be comprised of six (6) members, three (3) of whom shall be Caucasian and three (3) of whom shall be African-American. The Biracial Committee shall be charged with assisting the Court, thus the EPSB, in obtaining unitary status for the Evangeline Parish School System. By direction of the Court, the Biracial Committee may address issues concerning the EPSB's compliance with the Superseding Consent Decree, previous orders of this Court, such orders as may be issued in the future, and such other matters. The School Board agrees to provide such technical or clerical assistance to the Biracial Committee and to reimburse the members of the Biracial Committee for expenses incurred in connection with the discharge of their duties as directed by the Court. If directed by the Court, reimbursement of Committee members may be made payable to a court fund established for that purpose or such other fund as designated by the Court.

F. REPORTS TO THE COURT

A. October 15th

On or before October 15, 2001 and on the same date each subsequent school year until further order of the Court, the EPSB shall file with this Court and provide to each party a report including:

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1. The name, race, grade and subject taught by each teacher currently employed in the school system.
2. The name, race, grade and subject taught for all teachers employed the previous school year but no re-employed, and the reason for their termination.
3. The name and race of the teachers employed as replacements for the teachers listed in sub-paragraph (2) above (indicate if transferred from another school in the district.)
4. The name, race, and title for all incumbents of professional and administrative positions currently employed in the school system.
5. The name, race, and title for all incumbents of professional and administrative positions employed the previous school year but not re-employed, and the reason for their termination.
6. The name, race, and title for all incumbents of professional and administrative positions employed as replacements for the incumbents listed in sub-paragraph (5) above.

B. June 1st

On or before June 1, 2002 and on the same date of each subsequent school year until further order of the Court, the EPSB shall file with this Court and provide to each party a report including:

1. The number of vacancies, indicate position title and location of each, to be filled for the upcoming school term.
2. The name, race, and grade or subject taught of each teacher proposed to be employed for the following school year, by school.

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3. The name, race, and title for each incumbent of professional and administrative positions proposed to be employed for the following school year.

C. October 15th and June 1st

On October 15, 2001 and June 1, 2002 and the same dates annually for each subsequent year until further order of the Court, the EPSB shall file with this Court and provide to each party a report including:

1. The number of students by race enrolled in the school district.
2. The number of students by race enrolled in each school of the district.
3. Describe the requests and the results which have accrued, by race, under the Majority-to-Minority student transfer provision.
4. State the number of inter- and intra-district student transfers granted; for each instance indicate the race of the student, the name of the sending school/district and the receiving school/district.
5. State whether the transportation system for the school district is desegregated to the extent that Caucasian and African-American students are transported daily on the same buses.
6. State whether the facilities, such as gymnasiums, auditoriums and cafeterias are being operated on a desegregated basis.
7. Provide a brief description and location for any current or proposed construction, modification, or expansion of facilities.
8. State whether the EPSB has sold or abandoned any school facility, equipment or supplies having a total value of more than \$1,000.

9. Bi-Racial Committee:

- (a) State the purpose and function of the Bi-Racial Committee
- (b) Give details of any and all committee recommendations and actions taken based upon the committee's recommendations.

The EPSB is to provide a photostatic copy of a certified copy of this Superseding Consent Decree to each of the following categories of its employees within fifteen (15) days of the entry by the Court, and the accomplishment of same shall be certified to the Court by the duly elected president of the EPSB within twenty (20) days of the entry by the Court, to wit: (1) Superintendent; (2) Assistant Superintendent; (3) Central Office Supervisors; (4) Principals; and (5) Assistant Principals.

All parties hereto shall have the right to seek enforcement of the provisions of this Superseding Consent Decree and Order.

This Court shall retain jurisdiction to monitor compliance with the provisions of this and other orders in this action.

All previous orders entered herein not inconsistent herewith remain in full force and effect.

SO ORDERED, this 28th day of June, 2001.



HONORABLE TUCKER L. MELANCON
UNITED STATES DISTRICT JUDGE

COPY SENT
DATE 06-28-01
BY RM
TO: TLM
Order Book

JUDGMENT ENTERED

June 28, 2001
BY Christine Burch
COPY Bell Ford, Charles White, Puchler, Hammonds, Deyens, Skinner, Hebert, Busan, Soileau, Manuel, Marshall, Fleisman & Evangeline Parish School Bd.

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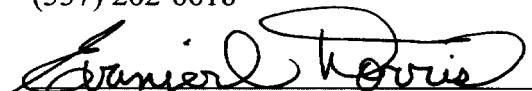
The signatures of the parties on this page indicate their consent to the terms of this agreement.

**For the Plaintiff
United States of America:**

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BY: 

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