

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA

JOYCE MARIE MOORE, ET AL.  
Plaintiffs,

CIVIL ACTION NO.: 65-15556

VERSUS

SECTION "B" (1)

TANGIPAHOA PARISH SCHOOL BOARD,  
Defendant.

JUDGE: IVAN L. R. LEMELLE

**FINAL AGREEMENT**

This Final Agreement (the "Agreement") is entered into between the Plaintiffs and all similarly situated persons and the Defendant (the "School Board"). The Final Agreement provides for the eventual dismissal of this litigation following its acknowledgement and approval by the Court and upon substantial compliance by the School Board in good faith with its terms and provisions.

The Court, through its Order, has approved this Agreement as validly entered by Court designated plaintiffs' settlement counsel and settlement counsel for defendant (Doc. No. 1229). The Court finds that the terms and provisions of the Agreement are consistent with the Fourteenth Amendment to the United States Constitution and other applicable federal law and that such terms and provisions are reasonable, equitable and consistent with public policy and when faithfully implemented by defendant in good faith will result in dismissal of this lawsuit.

**Background**

This lawsuit was filed in 1965. The District Court issued a permanent injunction in 1967. The lawsuit lied essentially dormant for several decades. On March 4, 2010 an Order, in the nature of a superseding order, was signed by the District Court (Doc. No. 876). It addressed each of the *Green* factors and was designed, upon faithful implementation by the School Board in good faith, to result in a unitary school district and relinquishment of judicial supervision.

Plaintiffs' settlement counsel acknowledges that under the current leadership of the school system there has been a significant change in approach to this litigation and that this change has been positive in nature. It is acknowledged that the current leadership of the school system has not only substantially complied with the orders of the Court but, in addition, has voluntarily undertaken additional efforts to further the desegregation of the school system. It is this positive change in direction, the duration of this Agreement, and the conditions herein set forth for dismissal of this lawsuit that inform settlement counsel for plaintiffs' decision to enter into this Agreement on behalf of the named plaintiffs and all persons similarly situated.

### **Duration of Final Agreement**

The terms and provisions of this Agreement shall commence upon execution by the Court of the Order granting the concurrently filed "Joint Motion for Entry of Order Declaring Tangipahoa Parish School System Provisionally Unitary, Suspension of Existing Injunctions and Orders, and Acknowledgement and Approval of Final Agreement". The terms and provisions of this Agreement shall conclude upon the passage of seventy-five (75) days following the last day of school in school year 2022-2023.

### **Student Assignments<sup>1</sup>**

#### **School Desegregation Standard**

A desegregation standard of plus or minus 15 percentage points of the white/black student population of the school system as of the most recent October 1 student count shall be utilized to determine whether a school is desegregated.<sup>2</sup>

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<sup>1</sup> The superintendent may designate one or more persons to monitor and compile reports with respect to the student transfer options in this section.

<sup>2</sup> See Document 876, paragraph 1(G), page 6 (emphasis by the Court).

## Diversity and Magnet Transfers

Although Majority to Minority (M-to-M) transfers have been a significant factor in permitting the school system to both achieve and exceed levels of desegregation in the area of student assignments, the School Board is committed to maintaining and, where practicable, increasing school desegregation through the use of socio-economic and cultural diversity factors. However, in unitary systems and arguably in provisionally unitary systems racial criterion for the purpose of maintaining levels of desegregation achieved by use of M-to-M transfers is impermissible. For this reason, unitary systems seeking to maintain levels of desegregation in the area of student assignments have employed such criteria as free and reduced lunch, residency by zip code and other such criteria. In this school district, however, the vast majority of students are on free and reduced lunch and housing patterns, especially in urban areas, are not sufficiently racially identifiable to maintain current levels of desegregation. It is for these reasons that this Agreement utilizes the current language. Based upon it, the school system is dedicated to continue student transfers needed to maintain, if not exceed, current levels of desegregation in the area of student assignments. In order to achieve this commitment, the School Board shall: (a) continue to utilize magnet programs and seek, through grant applications to the United States Department of Education, additional funds to enhance existing magnet programs or to initiate new programs; (b) permit student transfers from sending to receiving schools where the resulting impact on the receiving school is to increase its socio-economic and cultural diversity.

The School Board shall continue transportation policies presently in place for the transportation of magnet transfer students and majority-to-minority transfers where such transfers effectuate socio-economic and cultural diversity goals.

### School Assignments Based on Employment of Parent or Guardian

Regardless of domicile within or without the school district, children of school administrators, teachers and other faculty members, non-instructional support personnel and other personnel assigned to a particular school shall be permitted to attend the school to which their parent is assigned and schools within the said school's feeder pattern. Transportation shall be the responsibility of the parent, guardian or student.

### Joint Parental Custody

Where there has been entered in a joint custody order by a court of competent jurisdiction and the parents are domiciled in differing student attendance zones, the parents shall agree prior to the commencement of each school year the attendance zone school they wish their child to attend. The parent or parents shall provide a copy of the joint custody order and submit on a form to be provided by the school system their election of attendance zone school. The time and place for submission of a copy of the joint custody order and attendance zone election form shall be established by the school system and published in the student handbook and the school system's website.

### Judicial Decrees of Divorce Designating a Domiciliary Parent

Where a judicial decree of divorce designates a domiciliary parent, the parent's child shall be assigned to a school within the attendance zone in which the domiciliary parent is domiciled.

### Judicial Decrees of Divorce in which a Domiciliary Parent is not Designated

Where a judicial decree of divorce does not designate a domiciliary parent the student's parents may elect to have the student attend the school in the attendance zone in which either parent resides, provided the election is made at least 45 days prior to commencement of a school year and the enrollment shall be for the entirety of the school year. The school system shall provide the process for the election and publish same in the student handbook and on its website.

### Homeless Status

Where homeless status is claimed, the student shall be enrolled in school. Within 15 days of enrollment, the student's parent, custodial relative or custodial friend shall execute an affidavit attesting to the student's homeless status on a form to be provided by the school system. In addition to the affidavit provided for above, an affidavit shall be required within the same time period from any person or facility within which the homeless student's parent, custodial relative or custodial friend claims to reside or provisionally reside.

### JROTC Transfers

High school students may transfer to a school offering a JROTC program which is not offered at their attendance zone school. The student's parent, guardian, or the student shall be responsible for transportation.

### Extraordinary Transfers

Extraordinary transfers shall be available where it is deemed by a school principal and the superintendent or his/her designee that a transfer is in the student's best interest. Transportation shall be provided by the school system for such transfers and the transfer school shall be designated by the school system.<sup>3</sup>

### Academic Transfers

The school system shall permit academic transfers for any high school student wishing to attend a high school within the school system other than his/her attendance zone school for the purpose of enrolling in a TOPS recognized course or courses of study and/or for the purpose of taking an Advanced Placement course or courses not offered at their attendance zone school. Failure

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<sup>3</sup> A copy of a principal's recommendation whether it be for or against the requested extraordinary circumstance transfer shall be provided to the Chief Equity Officer concurrent with submission to the superintendent or his/her designee. The Chief Equity Officer shall be permitted to provide comment with respect to the recommendation should he elect to do so.

to enroll in such courses or to maintain a passing grade in such courses shall result in the student being reassigned to his/her attendance zone school. Transportation shall be provided by the student's parent, guardian or the student.

#### Athletic Eligibility

Athletic eligibility for students attending a school outside the attendance zone in which they reside shall be subject to the rules of the Louisiana High School Athletic Association. Student athletic eligibility for students returning to their attendance zone school from a transfer school shall be subject to the rules of the Louisiana High School Athletic Association.

#### Administrative Transfers

Administrative transfers are transfers that previously were authorized by any administrative level employee to transfer a student from one school to another school. Under this Agreement, administrative transfers will be no longer utilized and are hereby prohibited.

#### Reporting<sup>4</sup>

The school system shall, through defendant's settlement counsel, provide the following reports to the Court Compliance Officer with a copy to plaintiffs' settlement counsel:

Within 30 days following the October 1 count a report shall be submitted showing the racial composition of each school within the school system. This report shall also show the total number of students enrolled in a desegregated school and the percentage of students so enrolled.

Within 30 days following the October 1 count a report shall be submitted showing the number of students enrolled in each magnet school pursuant to a magnet transfer and the racial composition of such transferring students.

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<sup>4</sup> All reports provided for in this Agreement shall be provided to the Court through submission to the Court Compliance Officer and a copy of same to plaintiffs' litigation and settlement counsel.

Within 30 days following the October 1 count a report shall be submitted showing the number of student transfers based upon socio-economic and cultural criteria with a break-down showing the race of such transferring students.

Within 30 days of the October 1 count a report shall be submitted showing the number, race and school assignment of students enrolled pursuant to a joint judicial decree of parental custody or a judicial decree designating a custodial parent or an enrollment based upon parental agreement where a judicial decree of divorce is silent as to a designation of a custodial parent.

Within 30 days of the October 1 count a report shall be submitted showing the number, race, attendance zone school assignment and transferring school for each student enrolled in a transferring school pursuant to an academic transfer.

Within 30 days of the October 1 count a report shall be submitted showing the number, race, attendance zone school assignment and transferring school for each student enrolled in a transferring school pursuant to a JROTC transfer.

Within 30 days of the date of an enrollment of a student pursuant to asserted homeless status a report shall be submitted containing the required affidavits, the race of the student and the school to which the student is assigned.

Within 30 days of the date of an extraordinary circumstance transfer a brief report shall be submitted showing only the race of the student, the circumstance underlying the need for the transfer, the school of enrollment and the school to which the student is transferred.

#### Plaintiffs' Settlement Counsel's Responsibility

Within 45 days of the date on which any of the foregoing reports is received by plaintiffs' settlement counsel, such counsel shall submit to defendant's settlement counsel a written statement in the event plaintiffs' settlement counsel is of the opinion that substantial compliance has not been

achieved with respect to any matters contained in said reports. In the absence of submission of such a written report questions whether substantial compliance has been achieved, there shall be a presumption that defendant has achieved and/maintained substantial compliance.

### **Truancy/Discipline/School Culture**

#### Truancy

Based on 2018 attendance data, truancy rates of Tangipahoa Parish schools were higher than the national average at all grade bands. This means that our students were missing more than 15 days per academic year, and many of these students were already academically behind. In August 2018, the school system implemented a strong plan to address the truancy issues of our students. The school system assigned a district point of contact and required each school to identify a school level point of contact to track student absences and contact parents about student absenteeism.

The school system developed a *Tangipahoa Parish School System (TPSS) Truancy Plan and Truancy Handbook*<sup>5</sup> to guide schools on strategies and processes for reducing student absenteeism. These include school administrators contacting parents to let them know the importance of their children attending school; requiring parents of students missing days without a doctor's excuse and with more than two parent notes each semester to attend Truancy Court. When needed, additional services are brought in to assist families. As we know, truancy is a symptom of a bigger problem; therefore, part of our Truancy Plan is to help address the family issues and challenges in order to ensure students are at school. **By utilizing the processes of our Truancy Plan during the 2018-2019 school year, our truancy rates were reduced from 18.6% in 2017-2018 to 6.9% in 2018-2019.** The school system will continue this work into future years and each year, we will re-evaluate and add to our current processes to make our district and school Truancy Plan even

stronger.

## Discipline

Based on 2018 discipline data, our out of school suspension rates were well above the national average. Due to high numbers of discipline referrals, ten of our thirty-two schools were identified by the Louisiana State Department of Education as “Urgent Intervention Required” (UIR) schools. Our alternative school, Tangipahoa Alternative Solutions Program (TASP), was not effective in meeting the needs of students who were sent there. Students were being sent to TASP for minor or moderate school-level incidents, whereby students worked themselves up the discipline ladder.

In August 2018, our district had the opportunity to be part of a pilot program with the ***Discipline Revolution Project (DRP)***. Tangipahoa and East Baton Rouge were the only two school districts in the state participating in the DRP. The focus of this pilot program was to look systematically at our discipline policies, procedures, and processes and evaluate their effectiveness in order to seek more effective ways to change students’ inappropriate behaviors. An additional focus would be to determine how students get to the alternative school from their home schools across the parish.

In conjunction with this pilot program, a district-wide Central Implementation Team (CIT) was developed with representatives from all areas of the school system. This leadership team met at least one per month and attended several trainings presented by DRP consultants. These trainings were to help bring awareness through the use of the ***Equity Framework***, the evaluation instrument used to help school districts and schools conduct a self-evaluation of current discipline and school culture practices.

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5 A copy of the Truancy Handbook is attached as Exhibit A.

Additionally, DRP consultants conducted training for principals and assistant principals on the *Equity Framework* so that each school would be equipped to conduct their own self-evaluation of discipline and school culture. Eventually, each school will be required to identify a School Implementation Team (SIT) to facilitate this process at the school level.

In July 2019, *DRP* consultants will return to conduct further training for our principals, disciplinarians, and school board members in the *Equity Framework*. Federal funds were utilized to secure another contract with DRP for the 2019-2020 school year for support in discipline and school culture.

In July 2018, the school system trained all principals and assistant principals on *Adverse Childhood Trauma and Trauma Informed Classrooms*. Both trainings are about increasing awareness and sensitivity to different cultures and experiences that students bring with them into the schools. The school system has also invested in two of our own employees to be district trainers for *Trauma Informed Classroom and Adverse Childhood Trauma*.

Specific changes to discipline across the school system will include more *school level systems* for minor and moderate infractions in addition to in-school suspension (PAC). For instance, schools will be required to also have either morning, noon, and/or Saturday detention to address minor and moderate incidents involving students instead of out-of-school suspension or sending students to the alternative school. School counselors will be utilized to provide one-on-one and small group counseling for students receiving behavior referrals at the school level. Students will no longer work up the vertical discipline ladder from the 1970s with minor referrals that could eventually build up to placement at the alternative school. Minor and moderate incidences will be dealt with by using a horizontal level system that includes a menu of school level options to redirect inappropriate behavior.

The school system will identify an *In-School Suspension (PAC) point of contact* who will oversee district training for school level PAC teachers to bring consistency to PAC classes district-wide. This includes continuation of classroom work for students through Google Classroom, and social and emotional support to help the students address the reasons they are in PAC in order that the behavior does not repeat itself in the future. In addition, school counselors will focus on and work with students who are placed in PAC to teach replacement behaviors for those demonstrating inappropriate behavior.

#### The Alternative School

The redesign of the alternative school will begin with hiring a new principal – one who has the passion and heart for working with high risk youth. Once the principal is hired in June of 2019, he/she will have the autonomy to recruit and hire staff. The alternative school will be reserved for students with severe referrals such as aggressive behavior, instigating fights, bringing weapons and/or drugs to school and/or other school-related events (including transportation to school), and students who are involved in sexual activities on school grounds and/or school-related events. The school day would be built to support their social and emotional needs while addressing the issues that landed them at the alternative school. This support, along with academic interventions in reading, writing, and mathematics, would help increase educational opportunities for the students.

In relation to fight on school campuses, the school system has revised our *Restraint Procedures*, developed a *Physical Altercation Protocol*<sup>6</sup> to address fights on campus and help determine appropriate consequences, and finally, developed guidance to assist school level personnel in how to address student altercations on the school campus. We have also developed a stronger

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<sup>6</sup> A copy of the Student Services Handbook containing Restraint Procedures, Physical Altercation Protocol and Handle with Care is attached as Exhibit B.

district plan on expectations on training for *Handle With Care (HWC)*<sup>7</sup>. All school level administrators will be required to attend the full *HWC* training module along with their *HWC* Teams. In addition, all employees will be provided the voice command part of the training at the school level.

### Cultural Diversity and Equity Education

The School System is working with the *Discipline Revolution Project* (DRP), a coalition of education leaders and advocates committed to finding a better way forward regarding school discipline, i.e. rethinking discipline. This project is a collaboration between ThirdWay Solutions and TNTP and is made possible by the support of the Walton Family Foundation and NewSchools Venture Fund. The core work of the DRP is to spark and support fundamental change in helping organizations dedicated to equity find new solutions to their most difficult challenges. Our initial work with DRP began in October of 2018 when the district created a *Central Implementation Team (CIT)* to work closely with representatives of DRP to understand how to use their *EQUITY Framework* to draft a school system *Equity Plan* with the focus on improving school culture by using strategies to eliminate equity gaps. The *CIT* meets monthly to monitor the progress of the district's *Equity Plan*. Beginning January 28, 2019, all school principals and assistant principals received professional development using the DRP's *EQUITY Framework* to assess and address cultural diversity and equity at their schools.

The district will contract with DRP for the 2019-2020 school year to continue our work that is dedicated to cultural responsiveness and equity in education. DRP will provide additional on-site professional development to support principals, assistant principals/disciplinarians, and school teams in the creation and the implementation of their equity plans.

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<sup>7</sup> A copy of the 2019-2020 Handle with Care Behavioral Management System Plan is attached as Exhibit C.

Each school will create a *School Implementation Team (SIT)* whose responsibility will be not only to collaboratively draft the *Equity Plan* for the school, but also to implement the *Plan*. By fall of 2019, school board members will receive an overview of our work with the DRP and the *EQUITY Framework*. By December 2019, all teachers will have received job-embedded professional development from their *SIT's* to implement their school's *Equity Plan*.

Continuing with the school system's focus on improving school culture and equity in education, at our Back to School Pep Rally in August, all school employees will have the opportunity to hear Liz Huntley, nationally renowned motivational speaker, child advocate, published author, and full-time litigation attorney, share her phenomenal life story of growing up in a nightmarish childhood with all odds against her and with influences of abuse, neglect, and drug addiction. Ms. Huntley regularly speaks to audiences throughout the nation referencing her personal memoir, *More Than a Bird*. As a person with a childhood marked by 9 of the 10 recognized *Adverse Childhood Experiences (ACEs)*, Ms. Huntley, will share how her life changed on her first day of first grade and the importance of developing a strong, nurturing, positive school culture. By telling her story, Ms. Huntley helps audiences understand the powerful impact positive educational intervention has on the brain and social development of children who experience the trauma associated with ACEs. Ms. Huntley is President and Co-Founder of the Hope Institute, located on the campus of Samford University in Birmingham, Alabama. The Hope Institute helps schools create a culture of character where all children can thrive in a positive and nurturing environment.

At the beginning of the 2019-2020 school year, schools will utilize our online training system, *SafeSchools*, during faculty and staff meetings. All school employees will be required to participate in the following courses as they relate to school culture:

- ***Cultural Competence and Racial Bias:*** This course provides staff members with an awareness and understanding of implicit racial bias. It also provides strategies for overcoming bias and developing cultural competencies so that educators can work effectively and collaboratively with all students.
- ***De-escalation Strategies:*** The goal of this course is to educate school staff in the proper use of de-escalation strategies in properly managing student behavior. Topics covered include the Conflict Cycle and preventative measures, the development of meaningful relationships, how to recognize signs of escalation, and de-escalation tips.

### School Culture

Tangipahoa Parish has identified three core values that we want every citizen of our parish to exhibit every day: **BE RESPECTFUL. BE COMPASSIONATE. BE GREAT.**<sup>8</sup>

Making this shift across the parish requires the school system to start with our almost 20,000 students who attend our public schools. For the school system to have a positive, lasting impact on students knowing, understanding, and living our core values, we must first start with our 2,800 employees. When every single employee exhibits our core values every day, even under difficult situations, our core values become our DNA. When all our employees model these core values daily, our students will then follow our lead as our expectations of them raise in terms of both academics and behavior, resulting in a more positive school culture and climate.

Eventually, our core values will become the DNA of our students and, as a result, will have a positive impact on our families and communities across the parish. Students will go home and exhibit our values and families will notice the change in their children. What a tremendous impact we can have on our quality of life here in Tangipahoa Parish!

Included below is information that will 1) clearly define our core values; 2) describe what our core values will look like in our schools for both employees and students; and 3) determine the non-

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<sup>8</sup> A copy of School Board Policy File: JCDA cf: JCD, JCDAE is attached as Exhibit D. It addresses core values matters, positive behavior intervention support, disciplinary corrective strategies, disciplinary consequences, due process procedures, out of school suspension procedures, expulsion procedures and other disciplinary issues.

negotiables regarding our expectations for modeling core values every day.

### Core Value No. 1: Be Respectful

At its heart, being respectful means showing that you value other peoples' perspectives, time, and space. Respect is how you feel about someone and how you treat them. Respect is thinking and acting in a positive way about yourself or others. You are being respectful when you think and act in a way that shows others you care about their feelings and well-being. When you want to be respectful, try putting yourself in another person's shoes and then, behave in a way that shows you care. Showing respect for others both face-to-face and through electronic communication will include such things as not calling people mean names, treating people with courtesy, caring enough about yourself that you don't do things you know can hurt yourself or someone else.

Being respectful starts with a basic consideration of the feelings of others. Ask yourself how you would want to be treated in a given situation and make an effort to treat other people that way. Treat everyone you encounter—strangers on the street, coworkers, classmates, and family members with respect and courtesy.

The concept of etiquette and good manners seems pointless when you're a kid, but when you grow up you realize that these customs function as a way to keep society running smoothly. Practicing good manners is a way to be respectful of other people's space and time. If no one bothered being polite, everyday situations like eating in a restaurant, waiting in line at the post office, or dealing with bad traffic would be completely intolerable.

Be respectful to everyone—not just people you know or those you perceive as having a higher status than you. Some people discriminate by showing respect for people upon whom they want to make a good impression and being rude to everyone else. There is truth in the saying, "You

can judge the character of others by how they treat those who can do nothing for them or to them."

Be kind to everyone, regardless of who they are, what they look like, or what their relationship is to you.

Be respectful to people who are different from you, even if you don't understand them very well. The differences among us are what make life interesting. Besides, you probably have more in common with people than you know. Even when you really don't see where someone else is coming from, be courteous and civil. You don't have to love everyone you meet and you certainly don't have to agree with them, but you can still show them respect. Be respectful of others, no matter their racial, cultural, religious, and political beliefs.

Here are examples of being respectful:

- You comply with established rules, procedures, and policies at school and at home.
- You are quiet in a classroom showing that you care about or respect others' needs to think or read without interruption. You don't call people names or make threats because you care about their feelings. You keep your hands to yourself, showing respect for the personal space of others.
- You dress, speak and act in a way that shows you care about what you know is right and safe for yourself and others. You accept other people's rights to look, think, or act differently than you because you care about their feelings and well-being.
- Students who have this trait can work cooperatively with their peers. They respect the opinions, thoughts, and feelings of everyone around them. They are sensitive to everyone and work to treat everyone as they want to be treated. They use appropriate comments/language, focus on de-escalating situations, and try to uplift others.
- Employees who have this trait understand that building positive relationships with students, other employees, and parents is the basis on which everything else is built. They have positive supportive interactions with every student. They maintain the dignity of their students at all times and create an atmosphere of trust, respect, and kindness. Employees use appropriate comments/language, focus on de-escalating situations, and try to uplift others.

Core Value No. 2: Be Compassionate

Being compassionate and kind is closely related to empathy. While empathy refers more

generally to the ability to take the perspective of and to feel the emotions of another person, compassion includes the desire to take actions that will alleviate another person's distress.

Kindness and compassion are positive qualities that shape relationships between people and help create caring communities. Kindness is a tendency to feel concern for others, empathy refers more generally to our ability to take the perspective of another person and feel their emotions, and compassion goes one step further. Compassion includes the desire to take actions that will alleviate a person's suffering and care for the physical environment as well. Compassion literally means "to suffer together." As we enhance our ability to really see and feel what is around us, our ability to experience compassion grows.

A child demonstrates compassion and kindness when acting on feelings of concern. This might include spontaneously helping others (e.g. picking up objects that another child has dropped), trying to stop quarrels, saying kind things, helping a person who is sick or hurt, and inviting others to join in a game or activity. Students with compassion will report when they observe other students being teased or bullied at school.

Researchers have demonstrated that empathy and compassion can provide a buffer against aggressive and hurtful behaviors. When children do not feel concern for others, they may engage in hurtful behaviors such as name-calling, taking things from others, hitting, pushing, or teasing. They will not spontaneously offer to help another person who is sick or hurt.

Students who have this trait can relate to others even though they may not share the same life experiences or problems. Students can relate to their classmates. They are not judgmental or condescending. Instead, they are supportive and understanding. Students who exhibit compassion will reach out to help others when they see them struggling. Students will many times try to put themselves in the other person's shoes to try and understand their struggle. Students who are

compassionate act to help others who are struggling.

Employees who have this trait can look beyond the walls of their classroom to assess and meet their students' needs. They recognize that some students live a difficult life outside of school and try to figure out solutions for helping those students and families. Employees who are compassionate try to put themselves in the other person's shoes in order to understand their struggle and take action to assist them.

### Core Value No. 3: Be Great

No matter what role one plays in the school system, be great at it! Being great means you always give your very best. It doesn't mean you are perfect, but you strive to reach your full potential. Being great means even when you face adversity, you press on and you don't give up. Being great is not average. Being great is not just doing your job. Being great is giving it your very best effort despite the challenges you may face.

Educating students directly or indirectly is not an easy job. In fact, it is very difficult; however, the rewards are great! Knowing you had some part in helping a child be his/her BEST is the most rewarding thing we can contribute to this world we live in today.

Being great includes:

1. Greatness is showing up every day and doing your best.
2. Greatness is being accountable for your actions and carrying out tasks that have been assigned in a timely manner.
3. Greatness is the ability to fight through adversity without giving up to accomplish a goal.
4. Greatness is the ability to move beyond a situation in which you were wronged without feeling resentment or holding a grudge.
5. Greatness is the ability to be strong in spirit, to be courageous and brave.
6. Greatness is being a team player and working well with others.
7. Greatness is the ability to make the most of what you have available to solve a problem or make it through a situation.

8. Greatness is having a “GROWTH MINDSET” – always trying to get better at what you do and taking advantage of opportunities to make you a better person.

Students who have this trait can complete and turn in every assignment on time. They follow a prescribed schedule, refuse to give in to distractions, and stay on task. Students who have this trait can take the tools they have been given and make the most out of their abilities. They are goal oriented, and they do not let anything get in the way of them accomplishing their goals. Students with this trait can let things go and not hold grudges when they have been wronged. They can battle through adversity, stand up for others, and are strong- minded individuals who don't follow the crowd.

Employees with this trait will do anything to be the best they can be at their jobs. They will not let anything get in the way of educating their students. They will make difficult decisions and will be advocates for students. Employees with this trait are highly reliable, dependable and trustworthy - adding value to the mission of educating all students. They reflect on their work every day making changes and improvements. They are continuously growing, learning, and improving. Employees with this trait can work closely with colleagues, parents, students, and administrators with whom they may have had a conflict and move beyond the situation, letting go of feelings of resentment.

### Reporting

Within 30 days of the end of each school year a report shall be submitted showing the annual truancy rate for the school year just ended. If there should be a 5 percent or greater increase in the rate of truancy, the school system shall attempt to explain such increase and remedial measures that will be undertaken in the succeeding school year to address the increase.

With respect to referrals to TASP, within 30 days of the end of each semester a report shall be submitted containing the following information: (a) the student's assigned school, (b) the

student's race, (c) the infraction resulting in the student's transfer to TASP, and (d) the period of assignment to TASP (days, weeks, months, semester, etc.)

With respect to out of school suspensions, within 30 days of the end of each semester a report shall be submitted containing the following information: (a) the school of enrollment, (b) the race of the student suspended, and (c) the infraction resulting in the suspension.

Within 30 days of the end of school year 2019-2020 a report shall be submitted containing a copy of each school's equity plan.

#### Plaintiffs' Settlement Counsel's Responsibility

Within 45 days of the date on which any of the foregoing reports is received by plaintiffs' settlement counsel, such counsel shall submit to defendant's settlement counsel a written statement in the event plaintiffs' settlement counsel is of the opinion that substantial compliance has not been achieved with respect to any matters contained in said reports. In the absence of submission of such a written report questions whether substantial compliance has been achieved, there shall be a presumption that defendant has achieved and/maintained substantial compliance.

#### **Staffing**

The superintendent is committed to maintaining to the extent practicable current levels of diversity in the area of staffing. This commitment is based upon the realization that in a school system with as diverse a student population as that found in this school system there is need for a central office staff<sup>9</sup> and school level administration<sup>10</sup> that is also diverse so as to understand and address the needs of all students enrolled within the school system.

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9 Central office staff are comprised of assistant superintendents, directors and supervisors.

10 School level administrators consist of principals and assistant principals.

The superintendent shall develop appropriate qualifications and procedures for each vacancy for positions at the central office and school administrative levels. The superintendent may employ, at her discretion, such procedures as she may deem appropriate for evaluation of applicants for central office and school level administrative positions. All hiring decisions shall be made in accordance with applicable state law.

#### Applicant Grievance Procedure

##### Informal redress procedure

Upon the selection of an applicant to fill a staffing level vacancy from a listing of applicants submitted to the superintendent, the superintendent or his/her designee shall communicate to each person who was submitted for consideration to fill the vacant staffing position but who was not selected to fill the position the name and race of the applicant selected and such other information as may be deemed desirable or necessary. This notification shall be forwarded within 24 hours of the selection should that timeline fall on a working non-holiday. If the timeline should fall on a non-working or holiday, the notification shall be forwarded on the first working day thereafter. The notification shall be made via e-mail or, in the absence of an e-mail address, via telephone communication.

If an unsuccessful applicant is of the opinion for just cause that he/she was discriminated in the selection process because of race, the unsuccessful applicant may seek an explanatory conference with the superintendent or his/her designee to determine if, in the unsuccessful applicant's opinion, the selection was made without regard to race. The explanatory conference must be requested in writing within two days of receipt of the notification containing the name and race of the person selected to fill the staffing vacancy and the explanatory conference shall be held within five days of the unsuccessful applicant's request for such conference.

The informal redress procedure must be exhausted prior to an unsuccessful applicant electing to seek the aggrieved complainant resolution process provided for below.

#### Aggrieved complainant resolution process

Persons seeking to apply for staffing positions will be afforded the opportunity to enter into an agreement with the school system providing that in the event they are of a subsequent belief that they were not selected to fill a staffing position vacancy based upon their race they may seek redress through resolution of their complaint through the aggrieved complainant resolution process as provided for in the Agreement. The agreement providing for the process will advise that a) it will stay the selection process pending the result of the aggrieved complainant resolution process; b) the fees and costs associated with the aggrieved complainant resolution process reviewers will be paid by the school system; and c) in the event the grievance of the applicant is upheld the applicant will be selected to fill the vacancy and in the event the grievance is not upheld the school system's selection will be maintained. The aggrieved complainant resolution process shall be concluded in not more than 120 days.

The availability of an aggrieved complainant resolution process addresses the interest of providing a remedy to an aggrieved applicant. The process is a relatively inexpensive procedure for an applicant to pursue which has the additional benefit of staying the selection process to fill the staffing level vacancy.

The right of an applicant seeking a staff level position who believes he/she was not selected because of race must have a process to resolve the complaint. The process must be invoked within five working days of the date on which the explanatory conference is held.

The process shall be determined by a panel of three reviewers. Qualifications of persons who may server as reviewers shall be mutually determined by settlement counsel for the parties and based

upon such qualification a listing of persons meeting such qualifications shall be listed for selection by the aggrieved complainant and the school board. The reviewers selected by the aggrieved complainant and the school board shall mutually select a third reviewer from the list to complete the reviewer panel. A majority ruling by the reviewer panel shall serve to resolve an aggrieved person's complaint.

#### Non-aggrieved complainant resolution process remedy

In the event an applicant elects not to enter into the aggrieved complainant resolution process agreement, the applicant's recourse will be same as that of any other person who believes in the context of an employment situation that he/she has been discriminated against based upon race. An election to pursue this remedy will not stay the filling of a staff level vacancy due to the considerable time involved and the need of the school system to fill vacancies to insure the orderly operation of its schools and central office. In the event of a subsequent vindication the aggrieved person's claim he/she will be placed into the position at issue with such additional benefits as may be mandated by law or judicial decree.

#### Reporting

Within 30 days of the end of each school year a report shall be submitted with respect to each vacancy filled at the central office and school administrator level containing the following information: (a) the qualifications for the position, (b) the race of each person applying for the vacant position meeting the qualifications, (c) the name and race of the person hired to fill the vacancy, and (d) whether an informal redress, aggrieved complainant resolution process or non-aggrieved complainant resolution process was invoked and if so the name and race of the person or persons invoking same.

Within 30 days of the end of each school year a report shall be submitted containing the white/black percentage of central office staff level employees.

Within 30 days of the end of each school year a report shall be submitted containing the name and race of each principal and assistant principal for each school within the school system.

#### Plaintiffs' Settlement Counsel's Responsibility

Within 45 days of the date on which any of the foregoing reports is received by plaintiffs' settlement counsel, such counsel shall submit to defendant's settlement counsel a written statement in the event plaintiffs' settlement counsel is of the opinion that substantial compliance has not been achieved with respect to any matters contained in said reports. In the absence of submission of such a written report questions whether substantial compliance has been achieved, there shall be a presumption that defendant has achieved and/maintained substantial compliance.

#### **Teacher Assignments**

The superintendent is committed to a diverse teacher pool with a goal of reaching the employment of 40 percent black teachers within the school system. The superintendent is committed to reaching this goal in good faith if at all practicable. To this end, the superintendent and her delegates shall undertake the following measures: (a) at least annually recruit at the universities and job fairs presently used to seek new teachers, (b) extend employment contracts at recruitment meetings by the superintendent, (c) continue the use of the school system's self-certification program, (d) continue the use of mentoring teachers, (e) continue current incentives for employed teachers to refer perspective teachers for employment, (f) seek to the extent practicable to achieve a diverse faculty at each school reflective of a plus or minus 15 percent of the total racial make-up of teachers assigned at the elementary, middle and high school levels.

The hiring and assignment of teachers shall be made in accordance with applicable state law.

## Reporting

Within 30 days following the end of the school year or within 30 days following recruitment visits to universities and job fairs, whichever is later, a report shall be submitted listing the universities and job fairs visited, the number and race of teachers placed under contract and hired.

Within 30 days of the end of each school year a report shall be submitted showing the number and race of teachers within the school system's self-certification program and the number and race of teachers certified through said program.

Within 30 days of the end of each school year a report shall be submitted showing the percentage of white/black teachers employed at the elementary, middle and high school levels. This report shall also contain the number and percentage of white/black teachers assigned to each school.

## Plaintiffs' Settlement Counsel's Responsibility

Within 45 days of the date on which any of the foregoing reports is received by plaintiffs' settlement counsel, such counsel shall submit to defendant's settlement counsel a written statement in the event plaintiffs' settlement counsel is of the opinion that substantial compliance has not been achieved with respect to any matters contained in said reports. In the absence of submission of such a written report questions whether substantial compliance has been achieved, there shall be a presumption that defendant has achieved and/maintained substantial compliance.

## **Facilities**

The School Board will develop and implement a facility plan that addresses the current student enrollment and projected growth and the replacement of temporary classroom buildings with permanent classroom structures. The School Board plans to employ a facility planning consultant with expertise to assist the school district in the development of a facility plan to address both student growth and replacement of temporary classroom buildings.

The process will begin with selection of a demographer who will perform a study on projected student enrollments based on generally accepted standards for making enrollment projection determinations. Utilizing the enrollment projection data along with current student enrollment trends and permanent school capacity figures, the consultant will make recommendations for prioritizing facility improvement focusing on addressing student growth and elimination of temporary classroom buildings. The school system has identified existing revenues that can be bonded to generate approximately \$10 million dollars in construction funding. This funding may be used to develop the first phase of facility improvements. The second phase will be contingent on the passage of a new sales and use and/or property tax or taxes providing additional revenues for facility improvement and other needed uses. The School Board plans to seek voter approval for the levy of such taxes.

Upon passage of the taxes, the School Board, with the assistance of the facility planning consultant, will develop a second phase facility improvement plan focused on remaining facility improvements needed to accommodate projected student enrollment growth and elimination of temporary buildings.

To these ends, the School Board will make a good faith effort to eliminate temporary classroom building from school campuses so that 75 percent of the total temporary classrooms existing during the 2018-2019 school year are eliminated. An exception to this limit would be the use of temporary classroom building as necessary to replace school capacity that is unavailable during replacement construction or major repairs. Temporary classroom building that are not within the permissible allowance established herein (25 percent of the number of existing temporary classroom building existing during the 2018-2019 school year) or that are not utilized in connection with construction or major renovations shall be physically removed from school campuses as

expeditiously as possible. During school year 2018-2019 the school system had 151 temporary classrooms in portable buildings and 52 temporary classrooms in modular building for a total of 203 temporary classrooms.

The School Board understands and agrees that utilization of temporary classroom building is not “Best Practices” for operation of a school system and agrees to prioritize placement of regular and special education classrooms within existing permanent classroom building over all other placements.

#### Reporting

A report shall be submitted providing the name of the demographer engaged and a copy of the report submitted to the school board. This report shall be submitted within 30 days of the date on which the report is accepted by the School Board.

In the event a facility consultant is engaged, a report shall be submitted providing the name of the consultant and a copy of any report provided by the consultant to the School Board. This report shall be submitted within 30 days of acceptance of the consultant’s report.

A copy of the proposed tax proposition shall be submitted at least 45 days prior to submission to the State Bond Commission for informational purposes.

Within 30 days of the end of each school year a report shall be submitted showing the number of temporary classrooms eliminated as classrooms, the campuses impacted, and the number of such eliminated temporary classrooms physically removed.

#### Plaintiffs’ Settlement Counsel’s Responsibility

Within 45 days of the date on which any of the foregoing reports is received by plaintiffs’ settlement counsel, such counsel shall submit to defendant’s settlement counsel a written statement in the event plaintiffs’ settlement counsel is of the opinion that substantial compliance has not been

achieved with respect to any matters contained in said reports. In the absence of submission of such a written report questions whether substantial compliance has been achieved, there shall be a presumption that defendant has achieved and/maintained substantial compliance.

### **Role of Court Compliance Officer**

The Court Compliance Officer is continued. In the provisionally unitary environment provided for in the Court's order, the Court Compliance Officer shall (a) receive the reports provided for in this Agreement; (b) monitor the school system's compliance with the terms and provisions of the Agreement based upon the reports submitted by the defendant's settlement counsel; (c) interact with the Court as the Court shall designate; (d) make inquiries of the school system where deemed necessary to evaluate compliance with the terms and provisions of this Agreement; (e) communicate with settlement counsel for the parties, the superintendent and the Chief Equity Officer as deemed necessary; and (f) make annual reports to the Court regarding the School System's compliance with the terms and provisions of the Agreement.

The Court Compliance Officer shall receive such compensation as ordered by the Court and said compensation shall be paid by the school board.

### **Office of Superintendent and Succession**

The current superintendent will be retained through the duration of this Agreement provided she continues to make reasonable progress toward achieving the goals and objectives in her current contract and faithfully implements the terms and provisions of this Agreement. In the event a vacancy should occur in the office of superintendent during the duration of this Agreement the school board pledges its best efforts to seek to appoint a person exhibiting the same dedication toward the achievement of a unitary system as the current superintendent.

## **Role of Desegregation Implementation Officer**

The role of the Desegregation Implementation Officer obviously changes with the execution of the order by the Court declaring the school system provisionally unitary and with the suspension of all prior injunctions and prior orders. There no longer exist desegregation orders to be implemented. Accordingly, a new title and roles for the person previously serving as the Desegregation Implementation Officer are provided for below:

The Chief Equity Officer (CEO) will also serve as a liaison for employees, students and families for complaints. To that end, the complaint protocol will be as follows. Complaints should be first addressed at the school level which includes a meeting with the principal. If not resolved, the district supervisor assigned to the school will become involved to assist in resolving the complaint. The district supervisor is also the principal's evaluator. The final level for resolution will be the senior leadership team which includes the CEO. For individuals who feel they have been discriminated against due to race, the CEO along with other senior leaders will advise the disgruntled employee of the Court approved grievance process. The CEO will follow up with disgruntled employees and serve as liaison for process questions they may have during the grievance process.

The new title for the Desegregation Implementation Officer shall be Chief Equity Officer (CEO).<sup>11</sup> He shall report directly to the superintendent. He shall be tasked with supervision of the Office of Equity personnel involved with implementation of the terms and provisions of the Agreement. His job goal shall be to work collaboratively with the Senior Leadership Team to ensure

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<sup>11</sup> The CEO position shall be continued through the duration of this Agreement. The person presently occupying the CEO position shall be continued in said position through the duration of this Agreement. He may be only removed pursuant to an order of the Court upon a showing of just cause by the School Board. In the event the person occupying the CEO position should resign, be removed by the Court for just cause, or otherwise no longer hold the position, the superintendent shall prepare a job description which shall include the same duties and responsibilities as contained in this Agreement, advertise to fill the vacancy, and employ the person selected to fill the vacancy for the remaining duration of this Agreement.

academic success for all students. He shall be employed on a twelve months basis with a salary at Grade 23 which is equivalent to the salary grade of assistant superintendents and the chief financial officer and which is the pay grade at which the position of Desegregation Implementation Office is presently paid.

#### Performance Responsibilities

Serve as a senior leader on the school system's Central Implementation Team (CIT) which meets monthly to address systematic trends in discipline across the school system.

Serve as liaison regarding the complaint and grievance process referenced herein.

Attend and contributes to monthly CIT meetings where the leadership team works to engage in problem solving strategies to address inequities in discipline across the school system.

Serve as the school system's chief point of contact to implement a mentoring program for at-risk youth in the school system by serving as a liaison the community and church pastors, with priority given to UIR schools for discipline.

Attend and contribute to the school system's quarterly meetings with senior leadership with respect to the Agreement and assist with required reporting to the Court Compliance Officer and plaintiffs' settlement counsel.

Identify division objectives based upon parish goals and objectives of the School Board and the superintendent.

Identify and initiate the development of performance objectives based upon established school and community goals.

Recommend to the superintendent specific policies, procedures, plans and programs for attaining current objectives.

Advise and counsel the superintendent in the area of equity and Agreement implementation during weekly check-ins with the superintendent and upon the superintendent's request.

Make presentations to the School Board when required by the superintendent regarding equity and aspects of the Agreement.

Coordinates with other senior leaders on the organization and presentation of workshops and in-service training relative to sensitivity and terms and provisions of the Agreement.

Conduct performance observations and evaluations of immediate staff members according to established procedures with the Parish Personnel Evaluation Plan.

Direct and implement strategies to engage families and communities.

Stay abreast of trends in the development of equity in the field of elementary and secondary education.

Study educational needs of the school community and make recommendations to the superintendent strategies for increasing equity and opportunities for all students.

Designate role responsibility and authority for personnel under his supervision.

Adhere to established lines of communication through the chain of command.

Ensure strategies to facilitate equity and implementation of the Agreement are in alignment with state laws and guidelines.

Ensure the appropriate approval or denial of request for leave (annual or personal) for staff members under his supervision.

Adhere to the policies and procedures established by the School Board.

Implement the policies and procedures established by the School Board.

Support the District's Strategic Plan to improve the educational system.

Communicate to the community how equity and opportunities for students impact all children and improve the educational system.

Communicate and assists the superintendent in the solution of concern which may arise in the areas of his responsibility.

Complete Professional Growth Plan and Self-Evaluation.

Perform such other duties as assigned by the superintendent.

Evaluation

Criteria established by School Board policy.

### **Family Advocacy Program**

The school system shall establish a family advocacy program. Its purpose is to facilitate efficient communication and understanding of the school system's many processes and procedures for addressing disciplinary complaints, inappropriate behavior by system employees, and other issues not addressed in this Agreement.

A person will be designated or otherwise selected to serve as family advocate. His/her role will be to accept complaints and inquiries, direct complainants or inquiry seekers to appropriate processes and procedures to address their concerns or intercede on their behalf to address same. The family advocate will establish procedures designed to advise complainants and inquiry seekers as to how their concerns are handled and ultimately resolved where needed.

Development of the family advocacy program will be developed in consultation with the Court Compliance Officer's input and suggestions.

### **Fairness Hearing**

Upon the conclusion of the terms and provisions of this Agreement defendant, through its settlement counsel, shall move the Court for scheduling of a fairness hearing at which a showing of

substantial compliance shall be made to the extent necessary. Notice of the scheduling of the fairness hearing and the date thereof will be posted in the local newspaper, Daily Star, the Tangipahoa Parish School System's website, the Tangipahoa Parish School System's face book page and will be sent out to all Tangipahoa Parish School System employees and parents who have supplied email addresses to the school system.<sup>12</sup> The motion shall be filed within 90 days of the conclusion of this Agreement.

### **Dismissal and Plaintiffs' Reservation of Right**

The parties to this Agreement, through their respective settlement counsel, agree in the event the School Board is found by the Court to have substantially complied with the terms and provisions of this Agreement applicable to said School Board dismissal with prejudice shall be appropriate. It is further agreed among the parties to this Agreement, through their respective settlement counsel, that dismissal with prejudice shall be appropriate with respect to any of the terms and provisions of this Agreement for which substantial compliance is found by the Court.

In the event the Court should find that substantial compliance has not been achieved by the School Board with respect to any of the terms and provisions of this Agreement applicable to the School Board to that extent, and to that extent only, Plaintiffs may move the Court for additional relief for enforcement of such terms and provisions.

### **Conclusion**

The School Board and the Plaintiffs and all others similarly situated understand and agree that in entering into this Agreement they do so with the good faith intention of complying with the obligations they respectively undertake herein.

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<sup>12</sup> A copy of the Notice of Hearing is attached as Exhibit E.

The School Board agrees to pursue its obligations in good faith to accomplish substantial compliance with them to the extent practicable.

Plaintiffs and all those similarly situated, as represented by plaintiffs' settlement counsel, agree to act in good faith and to recognize substantial compliance to the extent practicable by the School Board should it satisfy its obligations under this Agreement.

This Final Agreement is entered into on this 23<sup>rd</sup> day of March, 2020 and is executed on behalf of Plaintiffs and all others similarly situated by plaintiffs' settlement counsel and on behalf of Defendant Tangipahoa Parish School Board by its settlement counsel.

Respectfully submitted,

/s/ Ashley E. Bass

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