

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION

RUBY LEE CALHOUN, et al.	*	CIVIL ACTION NO.
		80-1422-A
*		
v.	*	JUDGE DRELL
*		
NATCHITOCHE PARISH SCHOOL BOARD	*	MAGISTRATE JUDGE KIRK
	*	
	*	

SETTLEMENT AGREEMENT

The Plaintiffs, Ruby Lee Calhoun, et al., and the Defendant, Natchitoches Parish School Board (“School Board”), jointly stipulate and agree that, upon Court approval of this Settlement Agreement (the “Agreement”), the Court may make a finding of full unitary status based on prior actions and enforceable commitments in the Agreement, vacate all prior orders and injunctive relief in the case, and enter a Final Judgment and Order dismissing the above captioned lawsuit with prejudice, subject only to its continuing jurisdiction to enforce the terms of the Agreement during its term, should that be necessary given a material breach of the Agreement, as provided for in Paragraph C herein, and its continuing jurisdiction to make an award of attorneys’ fees and costs for the prior litigation in this case pursuant to 42 U.S.C. 1988, as provided in Paragraph F herein.

I. Background

The Natchitoches Parish School Board has been operating under a series of decrees emanating from and amending the original desegregation order entered in this cause on July 7, 1981, including the school reorganization plan approved by this Court on June 8, 2006. On June

18, 2012, this Court declared the District unitary in the areas of extracurricular activities, facilities, and transportation. On December 5, 2012, this Court declared the District unitary in the area of staff assignments. Therefore, this Court has released the District from its supervision in every area of operation except student assignment and teacher assignment. A hearing to consider unitary status in those areas of student assignment and teacher assignment is currently set for February 11, 2013.

The parties have now reached an agreement on the areas of student assignment and teacher assignment and jointly request that this Court:

- (a) grant preliminary approval of the Settlement Agreement and schedule such further proceedings as may be necessary to give final approval to the Settlement Agreement;
- (b) in conjunction with such final approval, find that the actions taken by the School Board in this litigation to date, together with the commitments contained in this Settlement Agreement, provide an appropriate basis for judicial determination that the School Board has achieved unitary status and has eliminated all remaining vestiges of the original dual system to the extent practicable; and
- (c) dismiss the case and vacate all prior orders entered herein, incorporating this Settlement Agreement as part of the dismissal order and retaining ancillary jurisdiction only for the purposes of enforcing the Settlement Agreement, should that ever become necessary.

II. Areas Covered by the Settlement Agreement

This Agreement is predicated upon and reflects the fact that it has not been possible for

the parties to resolve all remaining issues affecting the Natchitoches Parish School System's achievement of unitary status in the areas of student assignment and faculty assignment. This Settlement Agreement recognizes that the School Board has developed and begun to implement specific plans and courses of action intended to confront and resolve those issues. The Plaintiffs have evaluated the content of the plans thus far developed and implemented and have concluded, as memorialized in this Agreement, that the School Board should continue to implement and evaluate the effectiveness of those plans during the term of this Agreement without the necessity of continuing federal court supervision over its activities, except for retention of authority to enforce the commitments embodied herein in the unlikely event that such action should ever be necessary. Under these circumstances, the parties are satisfied that dismissal of this action and vacation of prior outstanding orders in accordance with this Settlement Agreement is legally appropriate.

A. Student Assignment

1. Lakeview Annex

- a. Students in grades 7 and 8 will be relocated from Fairview Alpha to a reconstituted 7-8 program at the Lakeview Annex.
- b. 7th and 8th grade students currently enrolled at Goldonna will be offered the opportunity to voluntarily transfer to Lakeview.
- c. The 7-8 programs at Lakeview Annex will offer the following programs in addition to the standard curriculum:
 - 1) STEM courses, including Project Lead the Way (a science-related program) and a robotics program;
 - 2) Carpentry, woodworking, forestry, small engine repair, and

electrical courses;

3) ROTC;

4) Band (in the format offered at the related high schools); and

5) Career 101 (a career preparation course).

2. Frankie Ray Jackson

a. Grades 7 and 8 will be relocated from L.P. Vaughn, Parks and East Natchitoches to a reconstituted 7th and 8th grade program at Frankie Ray Jackson;

b. 7th and 8th grade students assigned and transported to Cloutierville who reside within the city of Natchitoches will be offered the opportunity to voluntarily transfer to Frankie Ray Jackson;

c. The 7th and 8th grade programs at Frankie Ray Jackson will offer the following programs in addition to the standard curriculum:

1) STEM courses, including Project Lead the Way (a science-related program) and a robotics program;

2) Carpentry, woodworking, forestry, small engine repair, and electrical courses;

3) ROTC;

4) Band (in the format offered at the related high schools); and

5) Career 101 (a career preparation course).

3. School Restructuring

Beginning in the 2013-2014 school year, the elementary schools will be restructured, as follows:

a. Fairview Alpha will be restructured as a preK through 6th grade school,

retaining its current attendance zone.

- b. Parks and L.P. Vaughn will be restructured as preK through 6th grade schools, retaining their current attendance zones.
- c. Weaver will continue as a preK-3 school that will feed into East Natchitoches, which will be restructured as a 4th through 6th grade school.

4. Reading Literacy Centers

During the 2013-14 and 2014-15 school years, Reading Literacy Centers funding by external grants shall be operated at Parks Elementary School, L.P. Vaughn Elementary School, East Natchitoches Elementary School, and Weaver Elementary School. The School Board shall have the right to offer literacy centers at other schools in the District as well should it choose to do so.

B. Teacher Recruitment

The School Board shall continue its commitment to seek and hire qualified black teachers by, at a minimum, operating its own job fair, actively participating in the job fairs offered by the historically black institutions of the region, and soliciting teacher applications via the School Board's own website and others designed for such solicitation.

C. Consultation and Enforcement

Any party who alleges a breach of any provision of this Agreement shall provide notice of the alleged breach to all parties. Any alleged breach shall be deemed waived if such notice is not provided within one year of the alleged breach. Upon such notice, a sixty (60) day conciliation period shall commence and the parties shall make a good faith effort to resolve their differences. Except with consent of all parties, a party may not pursue a breach of contract motion with the Court until after the conciliation period has expired. The Court shall retain

supplemental jurisdiction solely to enforce this Agreement in the event a party bringing a breach of contract action demonstrates, by a preponderance of the evidence, that a material breach has occurred, and its continuing jurisdiction to make an award of attorneys' fees and costs for prior litigation in this case pursuant to 42 U.S.C. 1988, as provided in Paragraph F herein.

The sole remedy for any such breach shall be specific performance of the provision(s) of this Agreement that was/were breached, except that the Court may award costs and attorneys' fees to the prevailing party in any such breach of contract action under the following circumstances: (1) an award may be made in favor of the School Board only if the Court finds that the bringing of a breach of contract action by a party to this Agreement was "frivolous;" (2) an award may be made in favor of a party bringing the breach of contract action only if the Court finds that there was a material breach of this Agreement by the School Board and also that the breach occurred because of actions taken in "bad faith" by the School Board. The term of this Agreement may only be extended by order of the Court upon a finding that the specific performance ordered to remedy a breach has not been completed during the term of this Agreement.

The parties acknowledge that, as provided by law and in accordance with applicable legal standards, any interested person with standing may file a subsequent action against the School Board to challenge any alleged intentional racial discrimination that may arise following the declaration of unitary status and dismissal of this action. Such action shall constitute new litigation, however, and shall not be filed as part of this case.

D. Term of Agreement

This Settlement Agreement shall become effective upon its approval by the Court. The School Board shall fully implement all provisions of this Settlement Agreement by the end of the 2014-15 school year. If it has done so, this Settlement Agreement shall expire on June 1, 2015, and the School District shall no longer be under any obligation to continue to comply with any of its requirements, unless the term of this Settlement Agreement has been extended by the Court pursuant to the procedures set forth in paragraph C above.

E. Modification of Agreement

The provisions of this Settlement Agreement may be modified during the term of the Agreement by a written document executed by all parties, subject to approval by the Court.

F. Attorneys' Fees

The School District agrees that it will not oppose, on the ground that it was not filed before dismissal of this case, a motion for attorneys' fees by plaintiffs' attorney John K. Pierre, so long as such motion is filed within thirty (30) days after the Court enters a judgment declaring the Natchitoches Parish School System unitary and that Mr. Pierre also meets the requirement that, contemporaneously with the filing of the motion for attorney's fees as set forth above, he provides counsel of record for the School District with all documentary evidence he intends to introduce at the hearing to support his claim for the fee that he will request the Court to order the School Board to pay to him as a result of this litigation. However, nothing in this Settlement Agreement shall restrict the School Board from raising any other objection or defense, legal or factual, to such motion.

G. Entire Agreement

The terms and conditions set forth in this Agreement constitute the complete and

exclusive statement of the agreement between the parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior contemporaneous agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the parties and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

H. Waiver and Release

Upon execution of this Settlement Agreement, Plaintiffs, Ruby Lee Calhoun, et al., release, waive, compromise, settle, abandon, and forever discharge the School Board, its members, agents, and employees, of and from any and all civil liabilities, obligations, claims, causes of action, appeals, and demands against them, whether known or unknown, legal or equitable, that any of them has or have had, or at any time in the future may have, arising from or in any way directly relating to the facts and events giving rise to the above captioned lawsuit, that were or could have been asserted in the above captioned lawsuit, including any claims for interest, costs, attorneys' fees, or expenses of any nature, except that Plaintiffs do not waive the right to seek attorneys' fees and costs pursuant to 42 U.S.C. 1988; the parties shall negotiate in good faith to resolve those costs and fees issues, but, in the event they are unable to do so on an amicable basis, Plaintiffs may apply to the Court for and the Court may, if appropriate, make an award of costs and fees for this litigation under 42 U.S.C. 1988.

Upon execution of this Settlement Agreement, the School Board, to the extent permitted by law, releases, waives, compromises, settles, abandons, and forever discharges Plaintiffs, Ruby

Lee Calhoun, et al., their legal representatives, heirs, executors, administrators, successors and assigns, of and from any and all civil liabilities, obligations, claims, causes of action, appeals and demands, whether known or unknown, legal or equitable, that it has or had, or at any time in the future may have, arising from or in any way directly relating to the facts and events giving rise to the above captioned lawsuit, that were or could have been asserted in the above captioned lawsuit, except for claims for interest, attorneys' fees, or expenses as specified in Paragraph C above in the event that the parties are unable to amicably resolve attorney's fees, costs and expenses of any nature.

THUS DONE AND SIGNED on the dates shown below.

WITNESSES:

Plaintiffs, Ruby Lee Calhoun, et al

By: _____

Date: _____

John K. Pierre, Esq.
Counsel for Plaintiffs

Date: _____

Board

Defendant, Natchitoches Parish School

By: _____

Date: _____

Robert L. Hammonds, Esq.
Counsel for Defendant

Date: _____
