

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

**LINDA STOUT, ANTHONY SPENCER,
D. JEFFREY JACKSON, *et al.*,**

Plaintiffs,

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

**JEFFERSON COUNTY BOARD OF
EDUCATION,**

Defendant.

Case No.: 2:65-cv-00396-MHH

JOINT MOTION FOR CONSIDERATION OF PROPOSED CONSENT ORDER

Introduction

Plaintiffs Anthony Spencer and D. Jeffery Jackson, on behalf of their children and a class of Black public-school students (“Private Plaintiffs”), Plaintiff-Intervenor the United States of America (“United States), and the Defendant Jefferson County Board of Education (“Board”) (together, the “Parties”) jointly move this Court for the relief requested below regarding the proposed Consent Order (“Consent Order”)¹ attached to this Motion as Exhibit A. The Parties note

¹ Private Plaintiffs respectfully submit that, in light of the history of this litigation, “Consent Decree” is a more appropriate term for this document. The Court has previously used this term to describe court-ordered settlements in this litigation. *See, e.g., Stout v. Jefferson Cnty. Bd. of Educ.*, No. 2:65-CV-00396-MHH, 2017 WL 1857324, at *18 (N.D. Ala. May 9, 2017) (noting that the parties were working “toward a cooperative, negotiated consent decree”), *aff’d in part, rev’d in on other grounds*, 882 F.3d 988 (11th Cir. 2018); *see also United States v. State of Ga., Troup*

that the appendices referenced in the proposed Consent Order are not included in Exhibit A. The Board is still finalizing those appendices and will file them under separate cover within fourteen (14) days of the filing of this Motion.

The Parties have routinely updated the Court on the negotiations described in the History and Background section, *infra*. As part of these updates, the Parties have provided the Court with preliminary drafts of portions of the proposed Consent Order to ensure that the Parties' approach to the Order is consistent with the Court's expectations. The filing of the present Motion is the next step in the process of obtaining full Court approval of the proposed Consent Order.

In particular, the Parties submit this Motion with the goal of ensuring that they have squarely addressed the Court's expectations and concerns prior to presenting the final Consent Order to the Board for formal consideration and vote. The Board understands, however, that the Court could make further changes to the Consent Order even after such vote.

History and Background

From its inception until 1965, the Jefferson County School system was operated on a racially segregated basis. On June 4, 1965, eleven years after the Supreme Court's decision in *Brown v. Board of Education*, 347 U.S. 483 (1954), Blevin Stout, a Black man and father of Linda Stout, a student in the Jefferson County school system, filed this lawsuit on behalf of a class of all Black students enrolled in schools operated by the Board. (Doc. 1 at 2).²

Cnty., 171 F.3d 1344, 1346 (11th Cir. 1999) (describing the "consent decree" which "imposed various obligations on the Troup County School District" to desegregate). Of course, the words "decree" and "order" are synonymous. *Black's Law Dictionary*, 497, 1270 (10th ed. 2014).

² The pleadings in this action became automated in 2000. (See Doc. 735). Many of the records that precede 2000 do not have docket numbers. The Court placed in the electronic record the original complaint and motion for preliminary injunction. (See Docs. 2, 3). Other than the complaint and the motion for preliminary injunction, the pre-2000 records are referred to by the filing date on the manual docket sheet. The manual docket sheet appears at Doc. 1 in the electronic docket.

On June 24, 1965, this Court issued an injunction prohibiting the Board “from requiring segregation of the races in any school under their supervision” and ordering the Board to admit students “on a racially non-discriminatory basis with all deliberate speed.” (Doc. 1 at 2). The United States intervened as a plaintiff in this case on July 12, 1965. *Id.* On July 23, 1965, the Board adopted, and this Court approved, a “freedom of choice” plan. *Id.* That plan required Black students entering the first grade to register at Black schools and white students to register at white schools. *Id.* Students were then allowed to apply to transfer to another school of their choice. *Id.* Private Plaintiffs and the United States objected to the plan and appealed to the Fifth Circuit Court of Appeals.

The Fifth Circuit vacated this Court’s approval of the plan and remanded the case for reconsideration in August 1965. *United States v. Jefferson Cnty. Bd. of Educ.*, 349 F.2d 1021 (5th Cir. 1965). On reconsideration, the Board amended the freedom of choice plan. (Doc. 1 at 5). Over the next two years, this case became the lead *en banc* Fifth Circuit case requiring the use of uniform standards (*i.e.*, Department of Health, Education, and Welfare Guidelines) in desegregation plans. The Fifth Circuit required school boards to take “affirmative action” in the following areas: speed of desegregation, exercise of choice, transfers, school equalization, faculty and staff, new construction, and reports to the court. *United States and Linda Stout v. Jefferson Cnty. Bd. of Educ.*, 380 F.2d 385, 395 (5th Cir. 1967) (*en banc*); *United States and Linda Stout v. Jefferson Cnty. Bd. of Educ.*, 372 F.2d 836 (5th Cir. 1966) (*en banc*).

In October 1968, the Private Plaintiffs filed a Motion for Further Relief, seeking to end the freedom of choice plan. (Doc. 1 at 9). The United States filed a similar motion in February 1969. *Id.* This Court denied the motions on March 7, 1969. (Doc. 1 at 10). Three months later, the Fifth Circuit reversed this Court, ordering the end of the freedom of choice plan and the adoption of a

zoning plan for school desegregation. *United States v. Jefferson Cnty. Bd. of Educ.*, 417 F.2d 834, 836 (5th Cir. 1969).

On August 4, 1969, this Court ordered a zoning plan of school desegregation over the objections of the Private Plaintiffs and the United States. The Plaintiff Parties both appealed. The Fifth Circuit consolidated these appeals with appeals from twelve other school districts throughout the Fifth Circuit (Georgia, Florida, Alabama, Mississippi, Louisiana, and Texas), collectively called “the Singleton cases.” *Singleton v. Jackson Mun. Separate Sch. Dist.*, 419 F.2d 1211 (5th Cir. 1969).

Singleton sets forth a binding model plan for school desegregation. A *Singleton* plan must cover, at least, student assignment, faculty and other staff, majority-to-minority transfers, transportation, school construction and site selection, and attendance outside the system of residence. *Id.* at 1217-19. *Singleton* required that the new desegregation plans be implemented not later than February 1, 1970. *Id.* at 1217.

The Board filed a comprehensive *Singleton* desegregation plan on January 30, 1970, effective immediately. (Doc. 1 at 14). Following the Fifth Circuit decision in this case involving splinter school systems, *infra*, on September 8, 1971, this Court approved a “uniform desegregation plan” (“1971 Order”) that applied not only to Jefferson County schools, but also to schools in the Homewood, Vestavia Hills, and Midfield municipal school systems. (Doc. 1 at 21).

When the Board was ordered to adopt a zoning plan of desegregation in 1969-70, the cities of Pleasant Grove, Midfield, Vestavia Hills, and Homewood seceded and formed separate municipal school systems. Imposing desegregation obligations on each of them, the District Court approved the new systems of Midfield, Vestavia Hills, and Homewood. When the City of Pleasant Grove indicated an unwillingness to comply with the applicable desegregation obligations, this

Court ordered its disestablishment. On Pleasant Grove’s appeal, the Fifth Circuit held that “where the formulation of splinter school districts, albeit validly created under state law, have the effect of thwarting the implementation of a unitary school system, the district court may not . . . recognize their creation.” *Stout v. Jefferson County Bd. of Educ.*, 448 F.2d 403, 404 (5th Cir. 1971).³ This Court subsequently approved the secession of the cities of Hoover, Leeds, and Trussville and the formation of these municipal school systems between 1988 and 2005. These secessions altered the racial composition of the Jefferson County student population.

More recently, in 2014, the City of Gardendale attempted to secede from the Jefferson County school system. A year after its formation, the Gardendale Board of Education (“GBOE”) intervened in this litigation seeking this Court’s approval to establish a new municipal school system. The Private Plaintiffs, the United States, and the Board all opposed GBOE’s effort. After trial, this Court found that Gardendale’s decision to secede was racially motivated. But it approved Gardendale’s operation of a school system on a two-year trial basis. On appeal by the Private Plaintiffs, the Eleventh Circuit affirmed the District Court’s findings on motivation but reversed the decision to approve Gardendale’s operation of a school system and it instructed the District Court to wholly deny Gardendale’s motion to secede.

The 1971 Order has been the operative desegregation order in this case for over 50 years. (Doc. 226). Pursuant to that Order, the District Court has issued supplemental orders approving changes to attendance lines, new facilities, and transfer policies. (*See, e.g.*, Docs. 735, 758, 766, 903, 904, 907, 921, 923, 929, 931, 941, 943, 945, 955, 960, 964, 970, 974, 977, 1088, 1180, 1182, 1202, 1252, 1304). The Parties propose the attached Consent Order in response to this Court’s

³The Fifth Circuit’s rationale was adopted by the Supreme Court in *Wright v. City of Emporia*, 407 U.S. 451, 462 (1972).

directive to negotiate a consent order reflecting the Board's outstanding desegregation obligations under the factors set forth in *Green v. County School Board of New Kent County*, 391 U.S. 430 (1968). (Doc. 1324). To facilitate the Parties' development of such an order, the Court entered an initial scheduling order in January 2023, (Doc. 1330), and an updated scheduling order in September 2023. (Doc. 1342).

Consistent with those orders, the Parties have worked to determine the additional steps the Board must take to satisfy its desegregation obligations. This proposed Consent Order reflects the good faith efforts of the Parties—through extensive and cooperative negotiation—to identify those steps and resolve this school desegregation case. The Parties agree that the terms of the proposed Consent Order are fair, reasonable, and adequate. The Parties further agree that entry of this proposed Consent Order, without further litigation, is in the public interest and, if fully and appropriately implemented, the terms of the Consent Order will facilitate the Board's fulfillment of its affirmative desegregation obligations and its release from judicial supervision.

Conclusion and Relief Sought

Accordingly, the Parties hereby submit the proposed Consent Order for this Court to determine whether it requires any additional information for its consideration and, once the Court has concluded its consideration, to set a timeline for the Board's formal consideration of and vote on the Consent Order.

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LINDA STOUT, ANTHONY SPENCER,
D. JEFFERY JACKSON, et al.,

Plaintiffs,

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

JEFFERSON COUNTY BOARD
OF EDUCATION,

Defendant.

Civil Action Number
2:65-cv-0396-MHH

[PROPOSED] CONSENT ORDER

I.) INTRODUCTION

Anthony Spencer and D. Jeffery Jackson, on behalf of their children and a class of Black public-school students (the “Private Plaintiffs”) and Plaintiff-Intervenor, United States of America (“United States”) (collectively, “Plaintiff Parties”), together with Defendant Jefferson County Board of Education (the “Board”) (collectively, the “Parties”), respectfully submit this Consent Order. The Parties agree that entry of this Consent Order, without further litigation, is in the public interest and, if fully and appropriately implemented, will facilitate both the Board’s fulfillment of its affirmative desegregation obligations and its release from federal judicial supervision.

The Court has reviewed the terms of this Consent Order and concludes that entry of the Consent Order is consistent with the Fourteenth Amendment to the United States Constitution and

other applicable federal law, and that such entry will further the orderly desegregation of the Jefferson County public school system (the “District”).

Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II.) GENERAL REQUIREMENTS

The Board is permanently enjoined from operating a dual public school system that segregates students on the basis of race, adopting any racially discriminatory regulatory policies or practices, or performing any acts in the areas of student assignment, facilities, faculty assignment, staff assignment, transportation, extracurricular activities, and/or quality of education that are adverse to its desegregation obligations under federal law.

As set out more particularly in this Consent Order, the Board will take affirmative action to disestablish vestiges of the former *de jure* segregated system and to eliminate remaining effects of that prior dual school system to the extent practicable.

III.) STUDENT ASSIGNMENT

A. Between School Assignment

1.) General Terms

- a.) Every student in the District will be required to enroll in and attend the school serving the attendance zone in which they reside (their “home school”).
- b.) Students may enroll in (if the transfer or placement is full-time) or attend (if the transfer or placement is part-time) a school other than their home school under the following circumstances:
 - i. They are eligible for a transfer, consistent with the terms of this Consent Order;
 - ii. They participate in magnet or Signature Academy programs;

- iii. They are placed in another school pursuant to state or federal law; or
- iv. They are administratively placed by the District at another campus based on their unique or exceptional circumstances.

2.) The Desegregation Goal

- a.) Through the remedial measures set forth in this Section, the Board will continue its efforts to reduce racial isolation and further desegregate its schools with the goal of achieving enrollments at each District school that fall within a range of +/-15% of the District-wide Black student and white student enrollment percentage for the preceding school year as reported to the Court on December 1 of the respective year. The Board will evaluate the effectiveness of its efforts, in part, based on whether they result in the schools falling within the +/-15% range.
- b.) A full list of the District's schools, each school's grade levels served, and the racial composition of each school's enrollment based on actual enrollment for the 2024-25 school year is included in Appendix A to this Order.

3.) Attendance Boundaries and Feeder Patterns

- a.) The District has created a map of its current boundaries and updated feeder pattern charts. Those are included in Appendix B to this Order. The documents in Appendix B replace and supersede all prior orders of the Court pertaining to feeder patterns and attendance boundaries.

4.) Capacity

- a.) For the purposes of this Consent Order, the functional capacity of each District school building is included in Appendix C to this Order.
- b.) Until this Court terminates federal supervision as to Student Assignment, the District will provide the Plaintiff Parties with notice of any proposed changes to the functional capacity of any of the District's schools (*e.g.*, any increases or decreases in the number of classrooms or the classroom capacities, building/opening new schools or school buildings). If the change at any school exceeds ten (10) percent of the current capacity, the Parties will follow the procedures set forth in the Facilities Section of this Consent Order, Section VII.
- c.) In the event of extreme emergencies (*e.g.*, hurricanes, tornadoes, fire, natural disasters, or other acts of *force majeure*), the District may implement changes to functional capacity without following the procedures set forth below, provided that the District notifies the Plaintiff Parties no later than fourteen (14) days following the implementation of any change to functional capacity under these circumstances.

5.) Modifications to Zones, Grade Structure, Magnets, and Signature Academies

- a.) Until this Court terminates federal supervision as to Student Assignment, the District must obtain the Court's approval for all modifications to attendance zones, grade structures (*e.g.*, modifying an elementary school that used to serve grades PK-4 so that it will serve grades PK-5 instead), transfer policies, and for the establishment or modification of a magnet program (*see* Sections III.A.8-9), Signature Academy program (*see* Section III.A.10), or any other similarly

specialized offering that substantially changes the nature of a school's educational program.

6.) Moving

a.) A student who moves during the school year may continue to attend the school he or she started in that school year, provided that:

- i. The student moved at least six (6) weeks after school started; and
- ii. The student and parent(s)/guardian(s) complete the "change of address" process set forth by the District.

b.) If a student moves during their junior (11th grade) year and meets the above conditions, the student may also continue to attend the same school during their senior (12th grade) year.

7.) Majority to Minority Transfers ("M-to-M" transfers)¹

a.) General Terms

- i. The District will permit a student in Kindergarten through 12th grade zoned to a school where the student's race, as specified in the District's student information system, is in the majority (defined as more than fifty (50) percent) to attend another school where the student's race is in the minority (defined as less than fifty (50) percent).
- ii. M-to-M transfers will only be granted to students who live within the District's attendance boundaries. If at any time during a school year, a M-

¹ None of the terms in this Section should be construed to interfere with any special education placement or any placement made on an emergent basis related to a student's safety.

to-M transfer student moves outside the District, the District may revoke that student's M-to-M transfer.

- iii. The District will use the M-to-M transfer program in conjunction with its magnet programs and Signature Academies to create choice opportunities for parents/guardians that further desegregation and reduce racial isolation in the District.
- iv. The District will ensure each school that receives M-to-M transfers pursuant to this Section operates an orientation program for new M-to-M transfer students that includes information about special education services, gifted and talented services, advanced academic and dual enrollment course opportunities, extracurricular activities, sports, and transportation.
- v. The District will conduct a survey of transfer families' experience with the M-to-M program annually. The District will develop questions and methodology for administering the survey and will provide the Plaintiff Parties at least thirty (30) days to review and provide feedback in advance of administering the survey. Additionally, the District will review the responses to the surveys each year and determine what, if any, changes need to be made to the M-to-M program.

b.) Applications and Qualifications

- i. The District will grant an M-to-M transfer if:

(a.) The requesting student's race is in the majority at their home school and the transfer is to a school² where the student's race is in the minority; and

(b.) The student submits a completed application consistent with the transfer procedures described in this Section.

- ii. The District's grant or revocation of an M-to-M transfer request will not be contingent on attendance, academic performance, or behavior requirements.
- iii. Once a student receives an M-to-M transfer, the District will allow the student to remain at the awarded school until the terminal grade without needing to submit a formal application each year as long as the student continuously attends the awarded school. If a student chooses to attend a school other than their awarded school (*e.g.*, they choose to remain at their home school or are admitted to and attend a magnet school), then the student must reapply for an M-to-M transfer in order to return to the previously awarded school.
- iv. Upon the completion of the terminal grade at the awarded school, the student must apply for an M-to-M transfer to a school serving the next grade span.
- v. When granting transfers, the District will give the highest priority to M-to-M transfers. The District will communicate this information to

² This process applies for M-to-M transfers to a traditional school program. Students will not be able to use the M-to-M transfer process to apply to a magnet program. Instead, the magnet application processes will apply to such a request.

parents/guardians using the methods set forth in Section III.A.7.d of this Consent Order.

c.) Transportation for M-to-M Transfers

- i. The District will divide its boundaries into geographical segments (*e.g.*, the Signature Academy Zones) and will provide all students granted M-to-M transfers with free transportation, at a minimum, within their respective geographic segment to their transfer school and from their home school. If no M-to-M transfer is available within the student's geographic segment, the District will provide the student free transportation to an alternative eligible school.
- ii. To the extent that the District provides any student in the District with free transportation to and/or from events held outside of regular school hours (*e.g.*, after-school extracurricular activities, a celebratory breakfast), the District will extend the same courtesy to students granted M-to-M transfers. The District will communicate this information to parents/guardians using the methods set forth in Section III.A.7.d of this Consent Order.
- iii. In the event the school that the student granted an M-to-M transfer desires to attend lacks capacity, the District will provide an alternative school option that meets the M-to-M transfer requirements.

d.) Notice and Marketing

- i. To ensure that parents, guardians, and students are aware of the District's M-to-M transfer and transportation options, the District will provide notice of the changes using the methods described herein.

- ii. *Website*: The District will maintain on its website a section or portal where students and parents/guardians can access: (1) the policies and procedures governing the M-to-M program; (2) a summary explanation of the application process and timeline; (3) a summary of pertinent racial demographics of each school within the District; (4) information regarding transportation available for M-to-M transfers; (5) an online transfer application; and (6) a District-level administrator (including name, phone number, and email address) whom parents/guardians may contact for additional information and assistance. The District will include a non-exclusive banner, splash screen, pop up, or menu item on its website homepage notifying parents/guardians and students that the transfer application is open during the first two weeks the transfer application opens, and that the transfer application is closing during the last two weeks before the transfer application closes.
- iii. *Student Code of Conduct/Parent and Student Handbook*: The District will include information about the M-to-M transfer program in its combined Student Code of Conduct/Parent and Student Handbook.
- iv. *Notices*: The District will include notices of the M-to-M transfer program to parents/guardians at the end of the third nine-week grading period and on all District social media accounts (*e.g.*, Facebook, Instagram) during the public notice period (February 15 - June 1).
- v. *Parent/Guardian Information Sessions*: The District will ensure that each feeder pattern zone holds annual parent/guardian information sessions to

discuss the District's transfer options, including, at a minimum, a discussion of: (1) the policies and procedures governing the M-to-M transfer program; (2) where to find more information about the M-to-M transfer program; and (3) the identity of the District-level administrator responsible for answering questions from parents/guardians about the M-to-M transfer program. These sessions may be recorded and placed on the District's website for parents/guardians who miss the meeting.

e.) Interaction with Other Transfers

- i. Generally. In no circumstance will any transfer take priority over M-to-M transfers. If a school has no available space and is unable to accept all requested M-to-M transfers, then the school cannot accept any other transfer.
- ii. Inter-District Transfers. The District will retain the discretion to grant inter-district transfers (transfers for students who do not reside within the boundaries of the District's jurisdiction) when the transfer will have the effect of moving the racial composition of the District's receiving school closer to the District-wide student racial composition.
- iii. Intra-District Transfers. The District may continue offering other transfers including, but not limited to, substantial hardship transfers and transfers for children of employees, consistent with District policies. For clarity, the District's currently approved intra-district transfer policies and procedures are included in Appendix D to this Order. Intra-district transfer policies and procedures for the Shades Valley Academies are not included in Appendix

D. During the 2025-26 school year, these Academies will continue to operate as they have previously. (See Doc. 903) (granting the District's motion to operate academies at Shades Valley High School). If the District elects to continue operating the Academies beyond the 2025-26 school year, the Academies' operating policies and procedures will be included in the District's Final Magnet School Plan (see Section III.A.9).

- iv. Modifications. The District will meet and confer with the Plaintiff Parties prior to making any changes to these transfer policies and procedures. If the Parties cannot reach agreement, any Party may petition the Court to resolve the Parties' disagreement.

f.) Schedules and Deadlines

- i. The District will use the schedule below for all transfer applications for the 2025-26 school year. If any of the scheduled dates falls on a Saturday or Sunday, the deadline will be deemed to be the following Monday. Once the new magnet programs are open pursuant to the Final Magnet School Plan (see Section III.A.9), the District will propose an updated timeline. The Parties will meet and confer to discuss the updated timeline and will work in good faith to resolve any disagreements about the updated timeline. Once the Parties agree on an updated timeline, they will inform the Court and follow the Court's instructions for memorializing the updated timeline. If the Parties cannot reach agreement on an updated timeline, any Party may petition the Court to resolve the Parties' disagreement.

February 15 - June 1	Public notification of transfer procedures via all methods detailed in Notice and Marketing Provisions (Section III.A.7.d)
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March 15	Transfer Application Opens
June 1	Transfer Application Deadline
June 1 - July 15	Data entry and processing
July 15	Deadline for approval or denial notification
August 1	Deadline for appeal of transfer denial

8.) Magnet Program

a.) Purpose and Goal

- i. The District will take the specific steps set forth below to develop a plan to expand its current magnet program offerings and develop new magnet program offerings at additional schools to achieve the following goals:
 - (a.) Provide enhanced academic programming opportunities;
 - (b.) Enroll a student body at each magnet school that approximates the racial composition of the student body District-wide within +/-15%; and
 - (c.) Further desegregation in the District as a whole.
- ii. The District will begin expanding the number of magnet program offerings by opening two whole-school, elementary magnet schools by the start of the 2026-27 school year. The District will continue to scale implementation of its magnet program offerings to the full extent required to discharge its desegregation obligations.

b.) Current Magnet Offerings

- i. The District currently offers two magnet schools that enroll students from the District and the Jefferson County area.

- ii. At the high school level, the Jefferson County International Baccalaureate (“JCIB”) School enrolls students in grades nine through twelve. The JCIB High School has been successfully operated as a flagship program for decades and enrolls students from the District and the Jefferson County area. It has been ranked as one of the best high schools in Alabama.³
- iii. At the middle school level, the JCIB Middle School was established during the 2015-16 school year to serve students in grades six through eight. It too has enrolled students from the District and the Jefferson County area. It has been ranked as one of the best middle schools in Alabama.⁴
- iv. The District will continue to provide the JCIB program offerings, as described below, and will consider expansion of the International Baccalaureate framework into the elementary school grades as part of its Proposed Magnet School Plan, as described in Section III.A.9.d:
 - (a.) The JCIB High School will be located at Shades Valley High School until a new dedicated International Baccalaureate facility is completed in Fultondale;

³ For example, JCIB was ranked first in Alabama and 9th in the U.S. in the 2016 Washington Post study of America’s Most Challenging High Schools. The Daily Beast ranked JCIB first in Alabama and 13th in the U.S. in its 2014 Top High Schools ranking. In 2005, 2006, 2007, and 2009 JCIB was ranked #1, #2, #4, and #3 respectively in the annual Newsweek poll of “The 100 Best High Schools in America.” As of 2024, for ranking purposes, JCIB is considered part of Shades Valley High School and is not ranked as a standalone high school.

⁴ In its most recent 2024 rankings, U.S. News ranked the JCIB Middle School as the number two middle school in Alabama. See <https://www.usnews.com/education/k12/middle-schools/alabama>.

- (b.) The JCIB Middle School will be located at the former Pleasant Grove High School until a new dedicated International Baccalaureate facility is completed in Fultondale;
- (c.) Both the JCIB Middle and High Schools will operate under the terms, conditions, requirements, and framework specifications set forth by the International Baccalaureate Organization;
- (d.) Transportation will be provided to students admitted to the District's JCIB Middle and High Schools;
- (e.) All students in the District will be eligible to apply to the JCIB school corresponding to their grade level; and
- (f.) The District will continue to use the application and admission process approved by the International Baccalaureate Organization.

9.) Magnet Program Planning

- a.) Magnet Consultants: During the 2024-25 school year, the District hired a team of experts to assist the District with creating a practicable plan to establish and maintain desegregative magnet program offerings, as described in this Section ("Magnet Consultants"). The District has shared the names and curriculum vitae of its Magnet Consultants with the Plaintiff Parties. The Magnet Consultants will perform the data review and write the recommendations outlined in this Section and will collaborate with the District's Magnet Leadership Team (defined below) to develop the Magnet Plan, as detailed below.

b.) Magnet Administrator:

- i. Selection. By March 31, 2025, the Board will hire a full-time “Magnet Administrator” who will serve as the head of the Magnet Leadership Team, as described below. The District will share a copy of its Magnet Administrator’s curriculum vitae with the Plaintiff Parties.
- ii. Role. The Magnet Administrator will, in coordination with other District-level leaders, be responsible for the District’s implementation of the Final Magnet School Plan, including outreach and recruitment for students to enroll in the new and expanded magnet programs and tracking the Final Magnet School Plan’s explicit metrics for analyzing the success of the District’s magnet program offerings in furthering desegregation across the District. The Magnet Administrator will also be an instructional leader who works with each magnet school’s principal, academic teachers, magnet content area specialist and, where necessary, other District-level staff to collaboratively develop lesson plans that integrate the magnet theme into traditional academic instruction. Additionally, the Magnet Administrator will have regular meetings with a racially diverse group of school-level administrators at the magnet schools, including school principals, assistant principals, and magnet content area specialists.

c.) Magnet Leadership Team:

- i. By April 15, 2025, the District will constitute a racially diverse “Magnet Leadership Team.” The initial Magnet Leadership Team will consist of the

following, but the team may change as needed to address the needs of the Magnet Plan:

- (a.) Magnet Administrator;
- (b.) One Deputy Superintendent;
- (c.) Two Area Directors;
- (d.) One District-level Administrator with expertise in student enrollment data;
- (e.) One District-level Administrator with expertise in college and career readiness; and
- (f.) Three District-level Curriculum and Instruction Administrators.

- ii. The Magnet Leadership Team, under the direction of the Magnet Administrator, will develop the Proposed Magnet School Plan, described below.

d.) Proposed Magnet School Plan:

- i. The District will provide the Magnet Consultants with all information necessary for the Magnet Consultants to produce written recommendations for designing and implementing practical, desegregative magnet program offerings spanning the elementary, middle, and high school levels in the District. In completing the recommendations, the Magnet Consultants will consider the following issues:
 - (a.) The number, size, and location of magnet schools necessary to meet the District's desegregation goals;

- (b.) The theme, structure, or magnet model most effective for desegregating student enrollment in a durable manner;
 - (c.) Which of the District's schools would be the most effective locations for desegregative magnet programs;
 - (d.) Projected growth in the District;
 - (e.) Estimated costs of any recommendations;
 - (f.) Student transportation costs;
 - (g.) Existing school facilities and capacity for each, as determined by the comprehensive Facilities Assessment, *see* Section VII.B; and
 - (h.) Proposed school construction or improvements necessary for schools identified to establish and operate magnet programs.
- ii. In addition to reviewing the data in Section III.A.9.d.i, above, the Magnet Consultants will also consider parent, student, and community member feedback as follows:
- (a.) The Magnet Consultants will develop survey instruments that are age-appropriate and designed to solicit feedback relevant to the specific target audience (i.e., students, parents, faculty and staff, industry partners, or community members) and will provide them to the Plaintiff Parties for review and feedback before administering the survey; and
 - (b.) The Magnet Consultants will develop a focus group plan based on the responses to the survey, and this plan will ensure that it selects a racially diverse group of participants for the focus group's target audience (i.e., students, parents, faculty and staff, industry partners, elected officials or

community members). The District will share the focus group plan with the Plaintiff Parties for review and feedback before the focus groups are convened.

- iii. The District will complete all surveys and focus groups by March 31, 2025 and share the results with the Plaintiff Parties.
- iv. By April 15, 2025, the Magnet Consultants will prepare written recommendations for the development of the Magnet Plan, described in more detail below, and the District will provide a copy of the recommendations to the Plaintiff Parties by April 25, 2025.
- v. By June 30, 2025, the Magnet Leadership Team, working with the Magnet Consultants, will develop a magnet school plan (the “Proposed Magnet School Plan”) that meets state academic and other educational requirements and does the following:
 - (a.) Articulates and incorporates a mission and vision for the District-wide magnet program that facilitates the District’s fulfillment of its desegregation obligations under this Consent Order;
 - (b.) Sets out specific deliverables with a clear timeline for gradual implementation of a District-wide magnet program such that, within five years from the entry of this Consent Order, the District will scale implementation of its magnet programs to the full extent needed to facilitate fulfillment of its desegregation obligations. Such deliverables will include: establishing at least two whole-school, elementary magnet schools; expanding magnet program offerings to add additional schools

and/or grades, including potential expansion of the International Baccalaureate framework to elementary grades; meeting annual enrollment targets for each magnet school; and satisfying other specific criteria for ensuring the success of the magnet program;

(c.) Sets out explicit metrics for analyzing the success of the magnet program in furthering desegregation across the District and a timeline for regular reporting on those metrics to the Plaintiff Parties;

(d.) Adopts at the elementary level a whole-school magnet program model that provides all students at the District's magnet schools with an equal opportunity to fully partake in the magnet curriculum;

(e.) Adopts magnet programs for the middle school and high school grade levels;

(f.) Ensures that each magnet pathway has a single, unified, and innovative magnet theme created with the goal of attracting a racially diverse student body. Potential magnet themes may include, but are not limited to: Science, Technology, Engineering and Mathematics (STEM); arts and humanities; foreign language and cultural studies; leadership; College Preparation; and Career and Technical Education (CTE);

(g.) Ensures that the magnet themes implemented are unique within the geographic region of the District and cannot be replicated by any other school in the same geographic region, and requires the Magnet Leadership Team to annually document all offerings provided by other

District schools serving students of the same age that are potentially duplicative of the magnet theme;

- (h.) Clearly defines each proposed magnet theme and describes how the theme will be embedded in different aspects of the magnet school's program, including core magnet components, courses and curriculum, facilities, school building aesthetics, school culture, behavioral programs, and extracurricular activities;
- (i.) Ensures that, in developing the theme-based curricular units, the Magnet Leadership Team creates opportunities for problem- and project-based experiential learning; optimizes local assets and partnerships; and fosters equitable student outcomes by reflecting the experiences of diverse students and engaging in culturally responsive and equity focused instruction and programming;
- (j.) Provides transportation as necessary to ensure desegregated enrollment in the magnet program;
- (k.) Enrolls students in the magnet program pursuant to a weighted lottery system that is designed to assist the District with meeting its desegregative goals without additional admissions requirements and that is administered by the Magnet Administrator, or other designee of the District;
- (l.) Provides families living in the attendance zone for any school being converted to a whole-school magnet an option to apply to the new magnet program, including potential enrollment priorities for those

families, and provides families that do not wish to attend a whole-school magnet with a nearby traditional school option, with transportation provided;

(m.) Allows a transfer into the program at any grade-level for the whole-school elementary magnet, provided space is available, and allows for transfers into any middle or high school magnet program at a grade-level that is appropriate for the curriculum;⁵

(n.) Details estimates for anticipated program costs and potential funding sources, including District funds;

(o.) Contains an action plan – consistent with typical magnet planning phases including planning, early implementation, sustainability, and optimization – with specific deliverables and clear timelines that ensure the District has the necessary facilities and financial and material resources and has adequately trained its faculty and staff to open and maintain its magnet schools;

(p.) Provides a plan for professional development for principals, teachers, and other staff at magnet schools, including at least sixteen (16) hours before the opening of the magnet schools and at least eight (8) hours annually thereafter, on: the magnet theme and theme development

⁵ During the development of the Proposed Magnet School Plan, the District will identify which of its magnet programs, by virtue of the specific nature of the theme or curriculum, might have limitations on the grade levels in which students may transfer. Any such limitation will be shared with Plaintiff Parties and will be part of the Parties' discussions to develop the Final Magnet School Plan.

through curriculum and instruction; building a culturally responsive and equity focused curriculum that represents racially diverse students; building relationships and communicating with racially diverse and/or traditionally underserved families; building inclusive school environments and supporting racially diverse students, including through asset-based instruction; ensuring equal access to the magnet schools' programs and resources; assessing progress toward magnet plan goals; and engaging in teambuilding with other educators working on implementing the magnet theme;

(q.) Contains an outreach and recruitment plan that includes, but is not limited to: a centralized approach overseen by the Magnet Administrator and Magnet Leadership Team to conduct outreach and recruit students to apply to the programs offered at each magnet school prior to its opening; engaging existing students and families enrolled in schools that will transition to magnets during development and implementation of the Proposed Magnet School Plan; informing students and families across the District during development and implementation of the Proposed Magnet School Plan; distributing information and hosting information sessions about the magnet application process; holding open houses and tours of the magnet schools for students and families across the District; recruiting community partners and conducting outreach to local media outlets (such as newspapers, television, and radio) to help share magnet-related

information; establishing a magnet school webpage on the District's website and sharing information on social media; developing a marketing video; and considering and using other forms of advertising that may be available to the District at a reasonable cost, such as billboards and other print media; and

(r.) Details the Magnet Leadership Team's oversight responsibilities and a specific protocol for monitoring and evaluating implementation of each of the above components of the Proposed Magnet School Plan at all magnet schools.

- vi. The District will provide a copy of the Proposed Magnet School Plan to Plaintiff Parties immediately upon completion of the Plan, which will be no later than June 30, 2025. The District will also provide any non-privileged information related to its Proposed Magnet School Plan. The Plaintiff Parties will have thirty (30) days to review the Proposed Magnet School Plan and provide feedback. After the end of the 30-day response period, the Parties will begin a 30-day negotiation period to discuss the District's proposal and attempt to resolve any disagreements. The District will consider the Plaintiff Parties' feedback as it prepares the Final Magnet School Plan.

e.) Final Magnet School Plan

- i. Distribution of Final Plan. Once the Parties have completed the Final Magnet School Plan, the Superintendent and his or her District team will provide a copy of the Final Magnet School Plan to the Board for its

consideration. In advance of any vote on the Final Magnet School Plan, the District will make the Final Magnet School Plan available on its District website and through other customary mechanisms for informing students and parents/guardians of District news.

- ii. Provision to the Court. Immediately upon completion of the Final Magnet School Plan and no later than August 31, 2025, the Parties will submit to the Court's chambers a copy of the Final Magnet School Plan. If the parties cannot resolve all disagreements by August 31st, they will submit a joint status report to the Court describing the areas of agreement and their positions on any remaining disagreements. Unless the Court orders otherwise, the Final Magnet School Plan will be approved upon the Board's affirmative vote of the Superintendent's recommendation of same. If the Court determines that it needs additional information before the Board considers the Final Magnet School Plan, the District will wait to seek Board approval until authorized by the Court to do so.
- iii. Implementation. The District will implement the Final Magnet School Plan upon approval by the Board, subject to the Court review provisions outlined in Section III.A.9.e.ii above and Section III.A.9.e.iv below.
- iv. Amendments.
 - (a.) The District may amend the Final Magnet School Plan with the review and approval of the Plaintiff Parties. The Parties will inform the Court of any amendments to the Final Magnet School Plan before the Board votes on the amendment. Unless the Court orders otherwise, any such

amendment will become effective upon the Board's affirmative vote on the amendment.

(b.) If the Parties cannot reach agreement on an amendment to the Final Magnet School Plan, any Party may petition the Court for review of the amendment. In that instance, the amendment will not be presented to the Board for a vote until the Court rules on the petition.

(c.) Should any amendment conflict with any provision of the Consent Order, the Parties must seek Court approval prior to implementing the amendment.

v. Reporting.

(a.) Until this Court terminates federal supervision as to Student Assignment, the District will provide as part of its Annual Report to the Court and Plaintiff Parties the following information regarding magnet schools and programs, including the JCIB Schools:

1. For each magnet school:

- (i.) Student applicant data for the previous school year, disaggregated by race and grade level, that includes: (a.) the number of applicants; (b.) the number of students accepted; (c.) the number of students not accepted with the reason(s) for such students not being accepted; and (d.) the number of students enrolled;
 - (ii.) The number of students who withdrew or transferred out from the magnet school, disaggregated by race and grade level, and, to the extent known, the reason for the withdrawal or transfer; and
 - (iii.) The number of students, disaggregated by race and grade level, who requested transportation and the number of students for whom the District provided transportation.
- 2. A report of magnet marketing and recruitment efforts taken for the previous school year, including samples of brochures and advertisements and, where applicable, the date and location of the marketing and recruitment;
 - 3. A report of the magnet courses offered at each magnet school for the current school year; and
 - 4. Consistent with the metrics identified in the District's Final Magnet School Plan, an analysis of the success of the magnet program offerings in furthering desegregation across the District, and a

description of the District's efforts and plans to improve the desegregative effects of the magnet program offerings.

10.) Signature Academies

a.) Purpose and Goal

- i. The District will operate its Signature Academy programs in a manner to achieve the following goals:

- (a.) Provide enhanced and unique educational opportunities to students;
- (b.) Attract enrollment in each Signature Academy such that the racial composition of participating students is within a range of +/-15% of the District-wide Black and white student enrollment percentage at the high school grade level; and
- (c.) Further desegregation and reduce racial isolation in the District as a whole.

b.) Signature Academy Zones

- i. For the 2025-26 school year, the District will operate its Signature Academy program using the four preexisting Signature Academy attendance zones ("Signature Academy Zones"), which consist of the following grouped schools:

- (a.) Eastern Zone – Shades Valley High School, Clay-Chalkville High School;
- (b.) Northern Zone– Pinson Valley High School, Center Point High School, Mortimer Jordan High School;

- (c.) Western Zone – Corner High School, Minor High School, Gardendale High School, Fultondale High School; and
 - (d.) Southern Zone – McAdory High School, Oak Grove High School, Hueytown High School, Pleasant Grove High School.
- ii. The District will modify the Signature Academy Zones as follows for the 2026-27 school year and beyond:
 - (a.) *Eastern Zone* – Pinson Valley High School, Shades Valley High School, Clay-Chalkville High School;
 - (b.) *Northern Zone*– Fultondale High School, Center Point High School, Mortimer Jordan High School;
 - (c.) *Western Zone* – Corner High School, Minor High School, Gardendale High School; and
 - (d.) *Southern Zone*– McAdory High School, Oak Grove High School, Hueytown High School, and Pleasant Grove High School.
- iii. For any student who is enrolled in a Signature Academy program during the 2025-26 school year and is impacted by the realignment of the Signature Academy Zones, the District will develop a process for allowing those students to complete their Signature Academy program.
- iv. Students from any school in a Signature Academy Zone may apply to attend a Signature Academy in any other school within the same Signature Academy Zone.

c.) Signature Academy Programs

- i. A list of current and proposed Signature Academies is included in Appendix E to this Order.
- ii. The District initially implemented Signature Academy classes as part-day programs. The District will continue to offer part-day Signature Academy options.
- iii. Following the modification procedures below, Section III.A.10.d, the District will develop a plan to offer students, where practicable, the choice to transfer full-time to the school where their Signature Academy program is located as a part of or in conjunction with the program. A student's full-time attendance at the school where their Signature Academy program is located is dependent on the student's continued participation in that Signature Academy.

d.) Modification to Signature Academies

- i. If the District plans to change its Signature Academies, it will provide the Plaintiff Parties notice of the proposed change. The Plaintiff Parties will have thirty (30) days to review the proposed change and provide feedback. After the end of the 30-day response period, the Parties will begin a 30-day negotiation period to discuss the District's proposal and attempt to resolve any disagreements. The Parties will inform the Court of the agreed upon changes to the Signature Academies at least thirty (30) days before the change is implemented. Unless the Court orders otherwise, any change will become effective after the 30-day period.

- ii. If the Parties cannot reach agreement on the changes to the Signature Academies, any Party may petition the Court to resolve the Parties' disagreement. In that instance, the District will not implement the changes to the Signature Academies unless or until the Court grants the District leave to implement the changes.
- iii. To ensure that parents, guardians, and students are aware of any modifications to the Signature Academies, the District will provide notice of the changes on the District's website and through other customary mechanisms for informing students and parents/guardians of District news.

e.) Transportation to Signature Academies

- i. The District will provide transportation between schools in each Signature Academy Zone for purposes of Signature Academy attendance, both for part-time and full-time Signature Academy students.

11.) Full-Time Transfer Student Participation in Extracurricular Activities and Athletics

- a.) Students who receive an M-to-M transfer, full-time magnet school transfer, or full-time Signature Academy transfer will be immediately eligible to participate in all extracurricular activities and sports at the receiving school (including varsity level for high school) and will not be subject to any disqualification or waiting period for participation in athletics or other activities and programs which might otherwise apply to them as a transfer or newly assigned student.

12.) Training

- a.) As soon as practicable after the Court approves the Consent Order, the District will provide training on the transfer policy and procedures to all personnel responsible for implementing any of the terms of this Section, including the Director of Student Services and each school principal.
- b.) The District will provide refresher training each year for the individuals who implement the terms of this Section.

13.) Reporting

- a.) Until this Court terminates federal supervision as to Student Assignment, the District will provide as part of its Annual Report to the Court and Plaintiff Parties the following information:
 - i. The total number and percentage of students enrolled in the District, disaggregated by race;
 - ii. For each school, the total number and percentage of students enrolled a, disaggregated by race;
 - iii. For each school, the total number and percentage of students enrolled in each grade, disaggregated by race;
 - iv. The total number of students enrolled in each course at each school, including the school, course name, name of instructor, and race of students and instructors;
 - v. The total number of students who have requested intra-district and inter-district transfers and a list of students (with personally identifiable

information redacted) who applied for an M-to-M transfer since the last report was filed;

- vi. The name, location, and description of each Signature Academy Program for the immediately preceding school year (including but not limited to all course sections offered), including whether the program offers a full-day attendance option;
- vii. The number of students, disaggregated by race and home school, who applied to each Signature Academy Program;
- viii. The number of students, disaggregated by race, home school, and course section (where applicable), who enrolled in each Signature Academy Program; and
- ix. The number of students, disaggregated by race and home school, who withdrew from each Signature Academy Program.

b.) Until this Court terminates federal supervision as to Student Assignment, the District will send to the Plaintiff Parties the following information at the same time its Annual Report is due:

- i. For each student who requested an intra-district or inter-district transfer: the student's race, grade, type of transfer, home school, requested school(s), school assigned and, if denied, the District's basis for denying the request;
- ii. A description of all specific efforts, if any, the District has taken to encourage students to take advantage of M-to-M transfers. To the extent that these efforts involved the dissemination or posting of written notices, the District will provide copies of such notices; and

- iii. A copy of all of the reports referenced in Section III.A.13.a, above, but also disaggregated by gender.

B. Within School Assignment

1.) Advanced, Advanced Placement (“A.P.”), and Dual Enrollment Course Offerings

a.) General

- i. The District will ensure it provides all middle⁶ and high school students equitable access to college and career readiness courses. At a minimum, this includes ensuring that every middle school and high school offers a similar number and type of Advanced, A.P., and Dual Enrollment courses and that the number of seats available within each class is commensurate with school enrollment.

b.) Middle School Grades

- i. All schools serving students in grades seven and eight will offer at least one (1) advanced Mathematics and English course per each such grade level.

c.) High School Grades

- i. Advanced Placement (A.P.) and Dual Enrollment Courses

(a.) For the 2025-26 school year, each school serving grades nine through twelve will offer no fewer than four (4) A.P. or Dual Enrollment courses, at least two (2) of which will be A.P. For schools that offered four (4) or fewer A.P. courses during the 2024-25 school year, the

⁶ For the purposes of this section, middle school students refers to students in 7th and 8th grade. Advanced courses are not offered to 6th grade students.

District will not reduce the number of in-person A.P. courses being offered at those schools.

(b.) Beginning with the 2025-26 school year and annually thereafter, each school serving grades nine through twelve will offer at least one (1) A.P. or Dual Enrollment course in each of the following subject matter areas: English; Mathematics; Science; and History/Social Studies.

(c.) For the 2026-27 school year, each school serving grades nine through twelve will offer no fewer than twelve (12) A.P. or Dual Enrollment courses, at least three (3) of which will be A.P. courses.

(d.) For the 2027-28 school year, and annually thereafter until the District meets its obligations pursuant to this Section, each school serving grades nine through twelve will offer no fewer than fifteen (15) A.P. or Dual Enrollment courses, at least four (4) of which will be A.P. courses.

(e.) To meet any of the A.P. course offering requirements in this section, schools may offer students opportunities to participate in A.P. courses including, but not limited to: allowing students to take A.P. courses at their Signature Academy school; participating in online or virtual courses led by faculty at other District schools; taking an A.P. course using Alabama's ACCESS Virtual Learning program; or other similar measures.

ii. Advanced Courses

(a.) Beginning with the 2025-26 school year and annually thereafter until the District meets its obligations pursuant to this Section, each school

serving grades nine through twelve will offer at least one (1) Advanced course in each of the following subject matter areas: English; Mathematics; Science; and History/Social Studies.

d.) Training

- i. Prior to the start of the 2025-26 school year, and annually thereafter as needed, the District will ensure that all teachers and counselors involved in the recruitment, selection, and/or instruction of students in Advanced, A.P., and Dual Enrollment courses are trained on strategies for serving students from diverse backgrounds.
- ii. The training in this section may be done as part of other training required by the Consent Order.

e.) Recruitment and Outreach Efforts

- i. Each year, schools serving students in grades seven through twelve will hold a meeting for students and parents/guardians to provide information about graduation pathways and the benefits of enrollment in Advanced, A.P., Dual Enrollment and other advanced academic programming opportunities.
- ii. In addition to the meetings required by this Section, each school year, prior to the course enrollment window, each school serving students in grades seven through twelve will conduct outreach to students and parents/guardians about the school's Advanced, A.P., and Dual Enrollment course offerings, benefits of participating in these courses, the supports in place to assist students in these courses, and any applicable enrollment

criteria. The District will ensure that the information provided in connection with such outreach is comprehensive, easy to understand, and disseminated in the customary way that the District disseminates information.

- iii. Information regarding enrollment in these courses will be readily available throughout the school year for review by students, their parents/guardians, and teachers. This information may be contained in other materials typically circulated by the District, such as the Parent and Student Handbook and on the District's Implementation Web Page.

f.) Internal Review and Improvement Plans

- i. As described in Section IV.B, the District uses a Continuous Improvement Plan model for identifying school focus areas and developing plans to address such areas. Unless stated otherwise, the terms below will be included as part of that process.
- ii. The District will annually review its process and criteria for enrollment in Advanced, A.P., and Dual Enrollment courses (including its rubrics, recommendation forms, and parent/guardian waivers) to evaluate access to advanced academic programming by race and revise its process and/or criteria as necessary to eliminate barriers to the participation of Black students:
 - (a.) As part of this review, the District will ensure that enrollment criteria for these courses do not vary by school;

- (b.) The District will ensure that any revised processes and/or criteria are communicated to parents/guardians, students, and teachers in a transparent and understandable manner;
- (c.) The District will provide guidance to school administrators and teachers on how to identify students who have the potential to succeed in Advanced, A.P., and Dual Enrollment courses and encourage their enrollment in those courses; and
- (d.) The District will provide academic and instructional support for students enrolled in Advanced, A.P., and Dual Enrollment courses, particularly for Black students underrepresented in such courses. This support may include: peer and small group support; academic tutors; teacher support and meetings; and online support services.

g.) Reporting

- i. Until this Court terminates federal supervision as to Student Assignment, the District will include as part of its Annual Report to the Court and Plaintiff Parties a report that includes the following:
 - (a.) A list of all Advanced classes offered at each school serving students in grades seven through twelve and the total number of students enrolled in each course for the previous school year, disaggregated by grade level and race;
 - (b.) A list of all A.P. and Dual Enrollment courses offered at each school serving students in grades nine through twelve and the total number of

students enrolled in each course for the previous school year, disaggregated by grade level and race;

(c.) For each A.P. course, the total number of enrolled students who took the A.P. exam and A.P. exam scores, disaggregated by school, grade level and race;

(d.) Examples of outreach and recruitment materials used by the District and schools pursuant to the terms of this Section; and

(e.) A summary of academic and instructional support developed and provided by the District pursuant to this Section, including the school(s) where the support was provided.

ii. Until this Court terminates federal supervision as to Student Assignment, the District will include as part of its Annual Report to the Plaintiff Parties:

(a.) A copy of all the reports set forth in Sections III.B.1.g.i(a)-(c) above but also disaggregated by gender; and

(b.) Copies of the Continuous Improvement Plans for each school.

C. Student Discipline

1.) Definitions

a.) “Baseline Year” refers to the starting point from which the District’s progress is measured, the 2023-24 school year.

b.) “Code of Conduct” refers to the District’s disciplinary rules that are set forth in the Student and Parent Handbook.

c.) “Detention” refers to a consequence for a violation of the Code of Conduct that results in assignment to a designated location at a student’s home school, outside

the regular school day or during non-instructional times during the school day for a specified period of time.

- d.) “In-School Suspension” (“ISS”) refers to a consequence for a violation of the Code of Conduct that consists of a temporary removal of a student from his or her regular classroom environment for disciplinary purposes but where the student remains under the direct supervision of school personnel at their home school. Direct supervision means school personnel are physically in the same location as students under their supervision.
- e.) “Out-of-School Suspension” (“OSS”) refers to a consequence for a violation of the Code of Conduct that consists of a temporary removal of a student from his or her regular school environment. The regular school environment is any learning environment provided by the Board.
- f.) “Alternative School Programs” or “Alternative School” refers to a placement or consequence for a violation of the Code of Conduct that results in either (i) assignment to a short-term alternative school program operated by the Board at a regional school location other than the local school where the student is enrolled for up to fifteen (15) days or (ii) assignment to the Jefferson County Counseling and Learning Center (“JCCLC”) for more than fifteen (15) days, and up to forty-five (45) days.
- g.) “Expulsion” is the removal of a student from the Jefferson County school system.
- h.) “Exclusionary Discipline” refers to ISS, OSS, Alternative School Program Placements, or Expulsions.

- i.) “Law Enforcement Powers” refers to arrest, citation, search, seizure, handcuffing, or the use of force, as defined below, by a School Resource Officer, as defined below, or another law enforcement officer.
- j.) “School Resource Officer” (“SRO”) refers to any sworn law enforcement officer who exerts Law Enforcement Powers, as defined herein, and who is stationed in or assigned to a District school.
- k.) “Use of Force” refers to any physical contact or physical coercion used by an SRO or another law enforcement officer to control or to restrain a student. The term does not include a physical escort, which is a temporary touching of the hand, wrist, arm, shoulder, or back for the purpose of guiding or directing a student who is behaving in a manner inconsistent with school policies to a safe location.

2.) Oversight

- a.) The District will designate a Central Office administrator (“Discipline Administrator”) to oversee and coordinate implementation of this Discipline Section. The Discipline Administrator will report to the Superintendent or their designee.
- b.) The Discipline Administrator will serve as a point of contact for student and parent/guardian complaints regarding the administration of discipline for Major and Severe infractions and will work with District-level administrators and school-level personnel to address all such complaints and concerns. School principals will serve as the points of contact for student and parent/guardian complaints regarding the administration of discipline for Minor and Intermediate infractions.

- c.) The Discipline Administrator's name, title, office address, e-mail address, and telephone number will be published on the District's website and in all publications containing discipline policies and procedures.
- d.) All District publications containing discipline policies and procedures will include language indicating that students and their parents/guardians may contact the Discipline Administrator about questions and concerns relating to the administration of student discipline that remain after addressing those questions and concerns with the local school principal and, if not resolved by the local school principal, with the Area Director over the applicable school.

3.) Discipline Review

- a.) The District will retain a qualified third-party consultant with expertise in the area of school discipline ("Discipline Consultant") to conduct a comprehensive review ("Discipline Review") of the District's discipline policies and procedures (including but not limited to: the Student Code of Conduct, the District's Alternative School Program policies and procedures, and associated discipline forms), identify trends or racial disparities in the District's administration of student discipline, consider underlying causes of such trends or disparities, and recommend any appropriate modifications or other action steps.⁷ The Discipline Consultant will analyze at least three full years' worth of discipline-related data of the type referenced in the "Data Collection and Review" section, Section III.C.11, below.

⁷ The District retained a third-party consultant during the 2023-24 school year to advise the District regarding preliminary changes to its Code of Conduct.

b.) In conducting this Discipline Review, the Discipline Consultant will give particular attention to the extent to which the District's discipline policies and procedures:

- i. Are uniform across the District's schools, with all students subject to the same rules regardless of the student's race or the school they attend;
- ii. Provide clear guidance regarding discretionary discipline, including but not limited to providing clear and objective definitions of prohibited conduct and identifying specific, developmentally appropriate criteria for assessing and responding to misbehavior;
- iii. Ensure that disciplinary consequences minimize students' loss of instructional time in their regular classrooms and that students who do lose instructional time as a result of Exclusionary Discipline are provided opportunities to make up missed work;
- iv. Emphasize early intervention for misbehavior before resorting to Exclusionary Discipline, except in instances where the safety of students and/or staff is threatened;
- v. Articulate specific criteria and protocols governing assignment to the District's Alternative School Programs, including clear and uniformly applied due process procedures and consistent lengths of placement for similar infractions;
- vi. Support the establishment of a positive school culture by promoting constructive teaching of school rules and social-emotional skills, encouraging positive reinforcement of appropriate student behavior, and incorporating a continuum of alternatives to Exclusionary Discipline (such

as positive behavioral intervention and supports, reflective writing assignments, conflict resolution, and restorative justice practices); and

vii. May be leading to racially discriminatory administration of student discipline.

c.) Additionally, the Discipline Consultant will review the Alternative School Program's policies and procedures, including analyzing the Alternative School Program environment and the resources and support available to students for their learning and emotional needs. Based on this review, the Discipline Consultant will work with the District to develop strategies to increase live instruction and enhance the Alternative School Program environment to better support learning and student growth and well-being.

d.) Within one hundred twenty (120) days of entry of this Consent Order, the Discipline Consultant will provide the District with a written summary of their Discipline Review findings, methods used, and recommendations.

e.) Within sixty (60) days of receipt of the Discipline Consultant's written summary, the District will, in consultation with the Discipline Consultant, develop a plan to revise its discipline policies and procedures, if and where appropriate.

f.) The District, in collaboration with its Discipline Consultant will develop an annual training program for all faculty, instructional staff, bus drivers, SROs, and school-level administrators that will promote an understanding and effective implementation of the revised discipline policies and procedures.

g.) The District will provide the Plaintiff Parties with copies of the plan, the relevant portions of the Discipline Consultant's written summary relied upon in developing

the plan, the District's proposed revisions to its disciplinary policies and procedures, and a detailed description of the training program. Plaintiff Parties will have thirty (30) days after receiving the foregoing materials to review and comment on the proposed revisions and training program before the Superintendent submits them to the Board for approval. The 30-day period will not begin until both proposals are received. The Parties will make a good-faith effort to resolve any concerns regarding the proposals.

h.) Within one hundred and eighty (180) days⁸ of Plaintiff Parties' written approval of the disciplinary policies and training program, the District will: (1) provide all faculty, staff, and administrators, including SROs, who work with students with training on the District's disciplinary policies and procedures; and (2) provide parents/guardians and students with written notice of the changes to the District's disciplinary policies and procedures.

i.) Annually, following the reporting required in Section III.C.12, the District will make its Discipline Consultant, if still engaged at that respective time,⁹ available to speak with Plaintiff Parties regarding implementation of the terms of this Section. The District further agrees to make its Discipline Consultant available to speak with Plaintiff Parties at other times upon reasonable request.

⁸ The Parties note that one hundred and eighty (180) days may seem like an excessive period of time. This extended period will give the District time to train during customary professional development periods, which are often in the summer (right before school begins) and at the beginning of the calendar year, when the training will be most convenient and effective.

⁹ The Discipline Consultant will be retained through at least the 2026-27 school year.

4.) Student Code of Conduct

- a.) The District's administration of discipline will comply in all respects with the provisions of its Code of Conduct, including and subject to the requirements set forth in this Consent Order. The Code of Conduct should apply to each District school to ensure consistency of disciplinary practices. The District will, consistent with the Code of Conduct, administer consequences that are non-discriminatory, fair, age-appropriate, and proportionate to the severity of the student's misbehavior.
- b.) Prior to the 2024-25 school year and completion of the Discipline Review, the District made initial revisions to its Student Code of Conduct. The initial revisions to the Student Code of Conduct included:
 - i. Eliminating the use of Exclusionary Discipline in response to Minor behaviors;
 - ii. Eliminating the use of out of school Exclusionary Discipline in response to all levels of tardiness, skipping, absenteeism, truancy, and dress code violations;
 - iii. Eliminating the option to expel students for any Major behavior;
 - iv. Eliminating willful disobedience as an infraction;
 - v. Specifying a range for length of placement in the District's Alternative School Programs;
 - vi. Creating a "Severe Behaviors" category, which captures behaviors that could lead to longer placements in the Alternative School Programs or Expulsion;

- vii. Ensuring that students can make up work when they are absent due to a disciplinary consequence;
 - viii. Incorporating protections for students with disabilities as outlined by federal and state law; and
 - ix. Including guidelines for communicating with parents/guardians of students subjected to Exclusionary Discipline.
- c.) The Plaintiff Parties had the opportunity to review and comment on the changes for the 2024-25 Code of Conduct,¹⁰ and the same has been approved by the Board and distributed to school personnel, parents/guardians, and students.
- d.) The District trained each school's administration on the initial revisions made to the Code of Conduct before the start of the 2024-25 school year, and, in turn, each school's administration provided training to the school's faculty and staff at the start of the 2024-25 school year. The District will provide copies of these trainings to the Plaintiff Parties.
- e.) The District will require each school to develop and implement a plan for sharing the revisions to the Code of Conduct with students, parents, and guardians, and will provide written guidance to school administrators regarding the plans.
- f.) For the 2025-26 school year and each subsequent school year until the District is released from federal supervision, the District will perform an annual review of its

¹⁰ The Private Plaintiffs did provide feedback on the 2024-2025 Code of Conduct, but note that they do not necessarily agree with the entire document and reserve the right to seek further changes in future years.

Student Code of Conduct. The District will notify the Plaintiff Parties when it begins its annual review. This review will include:

- i. Soliciting feedback from school administrators, faculty, staff, parents, guardians, and students regarding the effectiveness of the District's Student Code of Conduct;
- ii. Reviewing qualitative (*e.g.*, administrator observations and learning walks) and quantitative (*e.g.*, discipline data and survey responses) data to identify any racial discrimination in student discipline, both within schools and across the District. The quantitative review will include an analysis of discipline incidents, the use of Exclusionary Discipline, and Alternative School placements that considers student race, student gender, student disability status, teacher, teacher race, school, infraction, location of infraction, length of exclusion assigned, and length of exclusion actually completed. Further, the District will analyze whether there are racial disparities in (1) the District's administration of discipline; (2) the use of Exclusionary Discipline; (3) the amount of time students are assigned to Alternative School Programs for similar infractions; and (4) the amount of time students actually spend in Alternative School Programs for similar infractions. The District will share with the Plaintiff Parties the results of the quantitative methods and a description of the methods and data used. The Plaintiff Parties will have the opportunity to respond with their own analysis if they object to the methods used or results;

- iii. Revising the Student Code of Conduct and the policies and procedures related to Alternative School placement to address, among other things, racial discrimination in student discipline identified by the District in accordance with paragraph (ii), above, including but not limited to that identified in the use of Exclusionary Discipline and the placement of students in Alternative School and the length of time students spend there.
- iv. Consulting with its Discipline Consultant, if the Discipline Consultant remains engaged by the District, on any such revisions;
- v. Providing Plaintiff Parties with thirty (30) days to review any proposed revisions and providing an explanation of the revisions; and
- vi. Working to resolve any disagreements with the Plaintiff Parties concerning proposed revisions to the Student Code of Conduct and policies and procedures related to Alternative School placement before adopting the proposed revisions.

g.) The District will distribute the revised Code of Conduct and any related explanatory materials to all students and parents/guardians and post such materials on the Board's website after the Board adopts the new Code of Conduct.

5.) Alternative School Programs

- a.) During the 2024-25 school year, the District will make initial revisions to its Alternative School Program policies and procedures. The initial revisions will:
 - i. Add a component of live classroom instruction to the Alternative School Program curriculum;

- ii. Provide opportunities for students to engage in activities outside their regular assigned classrooms during the school day;
- iii. Provide students with co-curricular opportunities;
- iv. Implement strategies that help prepare students who attend Alternative School Programs to return successfully to their home schools, including formalizing a transition plan process that:
 - (a.) Supports the student in the return to their home school, and
 - (b.) Assists the home school's administration, faculty, and staff to support the student as part of their return to school;
- v. Support students by offering group and individual behavioral and mental health services either through existing resources or additional personnel;
- vi. Develop a program of professional development for the Alternative School Program administration, faculty, and staff that focuses on student engagement and culturally responsive teaching strategies;
- vii. Eliminate the demerit system and replace it with a positive point system that rewards students for meeting the Alternative School Program's behavioral expectations and does not eliminate credit for days spent in the program when students do not meet those behavioral expectations;
- viii. Modify the policy that students lose credit for a day spent in Alternative School Programs for late arrival so that it aligns with established District policies on attendance, absences, and tardies, including policies concerning partial day credit;

- ix. Require that searches of students and their clothing only be conducted when the search is supported by reasonable suspicion; and
 - x. Explore possible transportation options for students assigned to Alternative School Programs.
- b.) No later than April 1, 2025, the District will provide the Plaintiff Parties with a status update on development and implementation of the initial revisions set forth above. Plaintiff Parties will have thirty (30) days from receipt of the update to review and comment on the update. Plaintiff Parties reserve the right to assess the adequacy and impact of any changes made to the operation of the Alternative School Program until the District is released from federal supervision.
- c.) During the 2024-25 school year, the District will perform aesthetic improvements at the JCCLC such that it aligns with the District-wide approach to positive school climate.
- d.) During the summer of 2025, and each subsequent summer until the District has been released from federal supervision with respect to Student Assignment, the District will review the effectiveness of its Alternative School Programs as follows:
- i. The District will review quantitative and qualitative data to evaluate the impact of placement in Alternative School Programs on student academic outcomes;
 - ii. The District will review quantitative and qualitative data to determine whether the District's initiatives, such as professional development, behavioral and mental health support, and the program's approach to positive school climate have been effective;

- iii. The District will review the data disaggregated by student race, gender, disability status, and infraction that led to the Alternative School placement to evaluate any racial disparities in both the number of students placed in Alternative School and the length of time the student was placed in Alternative School (including both the length of time assigned by the Hearing Officer and the amount of time the student actually spent at Alternative School). The District will identify any concerns regarding discriminatory discipline stemming from the quantitative and qualitative data and will make revisions, if necessary, to the Alternative School Program's policies, procedures, and curriculum to address the concerns; and
- iv. The District will share proposed revisions to Alternative School Program policies, procedures, and curriculum with the Plaintiff Parties and give them thirty (30) days to respond. The District will in good faith consider Plaintiff Parties' feedback before implementing changes.

6.) Positive School Climate

- a.) The District will implement and expand a District-wide program incorporating evidence-based practices to:
 - i. Improve school climate;
 - ii. Teach students expected behaviors and social-emotional skills;
 - iii. Reinforce appropriate student behavior;
 - iv. Help teachers reduce the use of Exclusionary Discipline;

- v. Provide teachers with culturally responsive strategies that allow them to proactively identify student behavioral issues and deliver early interventions; and
 - vi. Build capacity in school administrators, faculty, and staff to ensure sustainability of the District's approach to positive school climate.
- b.) As part of the District's approach to positive school climate, the District will implement and utilize Positive Behavioral Interventions and Supports ("PBIS") consistently across the District.
- c.) During the 2024-25 school year, the District will identify areas of improvement for its implementation of PBIS and begin a professional development program to address those areas.
- d.) The District will collaborate with personnel from the Alabama State Department of Education and its Discipline Consultant on a schedule of training and implementation that places the schools with the greatest discipline racial disparities, as determined by number of disciplinary incidents that result in exclusionary discipline per one hundred (100) students by race, in the earliest groups receiving training and support. The Discipline Consultant will also assist the District with developing guidance for principals on how to help teachers formulate classroom management plans that include a wide variety of non-exclusionary classroom management and corrective strategies designed to reduce the occurrence of student infractions, provide constructive feedback, teach alternative or replacement behaviors, and motivate students to demonstrate compliance with established school expectations outlined in the Code of Conduct.

- e.) As part of its PBIS implementation, the District began using a new student discipline tracking software in the 2024-25 school year to improve its ability to track student discipline at each school. The District will track discipline incidents by school; by race and gender of the student; by behavior category (meaning which Code of Conduct behavior the student is disciplined for and whether it was a Minor, Intermediate, Major or Severe behavior); by teacher (including the race of the teacher); location of the behavior; and the consequence for the behavior.
- f.) The District will assist each school in monitoring its student discipline data and developing plans to address any racial discrimination identified in the administration of student discipline. Each school's plan should consider:
- i. Regular review of the discipline data, including an analysis of the discipline incidents, the use of Exclusionary Discipline, and Alternative School Program placements by student race, student gender, student disability status, teacher, teacher race, school, behavior as identified in the Code of Conduct that the student is being disciplined for, location of that behavior, length of Exclusionary Discipline imposed, and length of Exclusionary Discipline actually served;
 - ii. The use of targeted interventions, including PBIS strategies, for addressing student issues and needs;
 - iii. Data on teachers' responses to student behavior to determine if particular teachers would benefit from intervention and support in their implementation of PBIS; and

- iv. Whether some or all teachers would benefit from retraining and coaching due to difficulties with the implementation of the revised Code of Conduct and the District's PBIS implementation.

7.) Other Provisions

- a.) When a student with a disability is subject to a disciplinary referral, the District will proceed by utilizing its standard protocols and procedures for students with disabilities and will follow federal law in such utilization.
- b.) When a student who has not been identified as a student with a disability engages in a pattern of misbehavior that persists despite repeated interventions and consequences, the District will engage its Multi-Tiered System of Supports,¹¹ or other system of supports and interventions that may be developed, to evaluate and apply appropriate steps to assist in management of the student's behavior.

8.) Law Enforcement

- a.) SROs or other law enforcement will not enforce routine school discipline rules and their responsibilities will be limited to law enforcement services and security of the school facility.
- b.) The District will review, modify, and/or establish written agreements with the local law enforcement agencies supplying SRO services clarifying the SROs' role, specifically that SROs will not enforce school or District discipline.
- c.) The District will include in any written agreement for provision of SRO services a reporting requirement whereby the agency supplying the SRO services will provide

¹¹ The District currently uses the Multi-Tiered System of Supports model.

a report to the District describing in detail any circumstance in which the SROs used their Law Enforcement Powers on school property during school hours or during a school-related activity.

- d.) The District will provide appropriate training for SROs on the District's Code of Conduct and implementation of positive school climate procedures. Such training will include an overview on behavioral expectations and the District's approach to discipline, positive school climate, and PBIS.

9.) Training

- a.) Consistent with the terms of Section III.C.3 and Section III.C.6, above, prior to and during the 2024-25 school year, the District will train all school-level administrators, faculty, staff, bus drivers, and other District personnel who work with students and/or who are responsible for student discipline or classroom management on the District's revised Student Code of Conduct and implementation of positive school climate procedures. Such training will include, but is not limited to, training on fair and effective administration of discipline, cultural responsiveness, de-escalation tactics, and the use of conflict resolution programs.
- b.) The District will ensure that its District-wide cultural competency and culturally responsive teaching trainings address discipline and student behavioral issues.
- c.) Consistent with the terms of Section III.C.6, the District will conduct, during the implementation of this Consent Order, all training required to implement the District's approach to positive school climate and PBIS, with an emphasis on ensuring consistency of practice across all of the District's schools.

10.) Student and Parent Engagement

- a.) The District will host student assemblies and classroom meetings to communicate positive core values and behavior expectations, explain the disciplinary rules (including due process rights and complaint procedures) in an age-appropriate manner that is accessible to students with disabilities and students with limited English proficiency, and give students an opportunity to ask any questions or raise any concerns about the disciplinary process.
- b.) At least once during each school year near the beginning of the first semester, the District will hold informational sessions for parents, guardians, and other interested community stakeholders to explain the District's positive core values, behavior expectations, and disciplinary rules (including due process rights and complaint procedures), and to provide an opportunity for such persons to raise any questions or concerns about the disciplinary process. The District will hold these sessions at a time and location that is convenient for attendees and will take reasonable steps to make these sessions accessible to parents/guardians with disabilities and limited English proficiency.

11.) Data Collection and Review

- a.) All faculty, staff and administrators will be required to utilize and adhere to the District's prescribed, uniform process for discipline referrals and other components of the discipline process, including the use of approved forms, whether electronic or otherwise, and tracking processes.

b.) The District will collect and track the following data with respect to disciplinary infractions to facilitate the review and reporting processes in this Section and Section III.C.12:

- i. Type and category of infraction;
- ii. Name, race, gender and disability status of the student(s) involved (disaggregated by each student);
- iii. Name and race of the referring individual;
- iv. School;
- v. Location of infraction; and
- vi. Consequence, including length of assignment or exclusion imposed and length of assignment/exclusion actually completed.

c.) For internal monitoring and management purposes, and to improve the operation of the District's disciplinary processes, administrators at each school will review and monitor discipline dashboards or summary data on a regular basis and will conduct an in-depth analysis each semester. The in-depth analysis will include a review of discipline data from their school (disaggregated by type of infraction, the faculty or staff member identifying the infraction, the faculty or staff member's race, student's race, student's gender, student's disability status and combinations of those variables) to identify and examine the cause of any disparities or outliers in the data. If such disparities or outliers exist, administrators will take any appropriate remedial measures, including more intensive PBIS for students, additional professional development for faculty or staff, or other appropriate measures.

- d.) The Discipline Administrator will conduct an ongoing evaluation of the discipline data collected, giving attention to any racial disparities in disciplinary referrals and/or outcomes of referrals by school and District-wide and the causes of those disparities.
- e.) The Discipline Administrator will advise the Superintendent of the results of this evaluation and appropriate measures to address any discrimination in discipline identified, including possible revisions to the District's discipline policies and procedures and updates to the District's faculty and staff trainings as needed.
- f.) The Discipline Administrator will meet at least once per semester with Area Directors or other administrators identified by the Superintendent with oversight over school administration to discuss the results of the evaluation of the school's discipline data and recommendations to address any identified racial discrimination in discipline. The Area Directors or other administrators identified by the Superintendent will be responsible for discussing the results and recommendations with school level administrators at each school.

12.) Reporting

- a.) Until this Court terminates federal supervision as to Student Assignment, the District will provide as part of its Annual Report to the Court and Plaintiff Parties the following information for the immediately preceding school year:
 - i. The District's Student Code of Conduct implemented after the effective date of this Consent Order or after the previous annual report;

- ii. A summary of the District's work with the Discipline Consultant, if applicable, including the date of any trainings developed by or participated in by the Consultant;
 - iii. A report on the District's progress in implementing its revised discipline policies, Code of Conduct, and positive school climate changes;
 - iv. A list of professional development activities required by Section III.C.9, including the date, duration, subject matter, presenter, method of delivery (in-person, online, etc.), and a description of the personnel who received trainings, along with their titles and the schools where they are assigned; and
 - v. For each school, the total number and percentage of students receiving a disciplinary referral, disaggregated by race, ISS, OSS, Alternative School Program placement, Expulsion, and school referrals to law enforcement.
- b.) After each semester, the District will provide the Plaintiff Parties:
- i. For each school, the total number and percentage of students receiving at least one disciplinary referral, ISS, OSS, Expulsion, or Alternative School Program placement, disaggregated by race, gender, disability status, and infraction. If a student was referred to a disciplinary hearing, the report should include the outcome of the hearing and the final disposition. For any school identified as needing additional support in Section III.C.11.f, the District will provide copies of school-level plans designed to support the schools in their efforts;

- ii. Duplicated counts (all events) and unduplicated counts (number of individual students) for each school disaggregated by student race, grade, gender, disability status, infraction, referring teacher, and referring teacher's race, with separate accounting of: (1) Alternative School Program referrals (including length of time assigned and length of time the student spent in Alternative School Programs); (2) ISS; (3) OSS; (4) Detention; (5) referrals to law enforcement; (6) Expulsion (including the reason and length for Expulsion) and (7) the five most frequent disciplinary consequences across the District;
- iii. The information provided to parents/guardians pursuant to this Discipline Section; and
- iv. Copies of all plans/strategies developed and implemented as a result of the review outlined in Section III.C.11, above.

IV.) QUALITY OF EDUCATION

A. Elementary Gifted and Talented Education

1.) District-Level Supervision

- a.) The District will provide administrators, faculty, and staff the resources needed for effective implementation of the Gifted and Talented Program and the Talent Development Program, as described in Section IV.A.2, below.
- b.) The District will continue to employ a District Gifted Specialist to help the District ensure that students who are eligible for the District's Gifted and Talented Program receive services on an equitable basis.

c.) The District Gifted Specialist will report to the Director of Elementary Curriculum Instruction & Student Support, and will be responsible for, at least, the following:

- i. Maintaining accurate records of gifted identification and gifted services provided to District students;
- ii. Implementing the District's plan for equitably identifying gifted students;
- iii. Overseeing the District's Gifted and Talented Program to ensure the equitable treatment of students referred to and served in the program;
- iv. Leading and coordinating professional development of school-level gifted specialists and general education teachers who work with school-level gifted specialists as part of the District's Talent Development Program;
- v. Conducting annual internal audits of the Gifted and Talented Program and developing and implementing School Support Plans, as described in Section IV.A.7, below;
- vi. Annually reviewing and revising, as necessary, the curriculum for the District's Gifted and Talented Program to ensure the program uses best practices, incorporates principles of cultural responsiveness, provides equitable access for District students, and meets the goals of the District's Talent Development Program; and
- vii. Collaborating with school leaders and Area Directors to recruit, hire, and retain Black school-based gifted specialists when doing so would advance the District's desegregation obligations by remedying underrepresentation of Black school-based gifted specialists.

2.) Talent Development Program

- a.) For the 2024-25 school year and continuing annually thereafter, the District will implement its Talent Development Program to serve students in kindergarten through second grade at all District elementary schools.
- b.) The purpose of the Talent Development Program is to promote the identification of underrepresented populations of gifted students, particularly Black students.
- c.) As part of the Talent Development Program, the District will implement, at each elementary school in the District, a systemized enrichment and diagnostic thinking skills program that mirrors the types of activities that are most often associated with gifted programming.¹²
- d.) School-level gifted specialists will work collaboratively with general education elementary school teachers to implement the Primary Education Thinking Skills (“PETS”) curriculum or any successor curriculum.
- e.) The District will, as necessary, allocate additional resources and support to the Talent Development Program at schools where Black students are underrepresented in the Gifted and Talented Program and at schools where participation rates for Black students are lower than the systemwide participation rate for all students. For purposes of this provision, support may include additional training on the District’s process for identifying students for the Gifted and Talented Program.

3.) Identification

- a.) The District’s gifted and talented referral and evaluation process is designed to ensure that students who exhibit gifted characteristics are referred for an evaluation

¹² The District currently uses the Primary Education Thinking Skills (“PETS”) curriculum, and may continue to do so to meet this requirement.

for gifted services on an equitable basis. The District's evaluation and referral process will include, at a minimum:

- i. At least one annual meeting between school-level gifted specialists and the second grade teachers at their schools to ensure that the general education teachers are aware of the District's Second Grade Child Find process, its role in the provision of equitable gifted services, methods for ensuring the equitable referral of students from underrepresented populations who exhibit gifted characteristics, and implementation of the Traits, Aptitudes, and Behavior ("TABs") forms with fidelity;
- ii. Communications to provide all families, including Black families, with information about the evaluation and referral process, described in Section IV.A.6, below;
- iii. School-level gifted specialists observing all second-grade students between September and May of each school year, and, as part of this observation, leading six (6) different lessons meant to aid in the identification of students exhibiting gifted characteristics;
- iv. School-level gifted specialists administering the Naglieri Nonverbal Ability Test ("NNAT3") to all second-grade students;
- v. School-level gifted specialists meeting with each second-grade teacher to discuss the completion of the TABs form, data collected during the six (6) lessons from September to May, and the results of the NNAT3 with the goal of accurately referring all students who exhibit gifted characteristics for further evaluation, if needed, or identification as gifted; and

- vi. The Cognitive Abilities Test (“COGAT”) being given to every student referred unless the student scored one hundred and twenty-seven (127) or higher on the NNAT3. In addition, the gifted specialist also administers The Torrance Test of Creative Thinking (“Torrance”) to any student who demonstrates creative tendencies on products and observation scales.
- b.) After the above procedure, the Gifted Referral Screening Team (“GRST”) – which will consist of at least a general education teacher, the school-level gifted specialist, an administrator, the District’s Gifted Specialist, and others as the District’s Gifted Specialist determines necessary to implement the terms of the Elementary Gifted and Talented Education Section – will review the student’s data and input it into the Alabama State Department of Education’s Gifted Eligibility/Screening Determination Form.
 - i. If a student’s score on the Gifted Eligibility/Screening Determination Form is seventeen (17) or higher, the student is identified as gifted.
 - ii. If the student’s eligibility score ranges from fourteen (14) to sixteen (16), the GRST will refer the student for additional assessments to be conducted by a Psychometrist. Psychometrists administer evaluations like the Reynolds Intellectual Assessment (“RIAS”), the Wechsler Intelligence Scale for Children (“WISC-V”), or any other comparable evaluation authorized by the ALSDE. If the results of that test improve the student’s score to a seventeen (17) or higher, the student is identified as gifted.
 - iii. The District will make efforts to have racially diverse GRST teams, and

particularly to include Black faculty or staff on GRST teams in schools where Black student identification is disproportionately low compared to the school's student population or the District-wide average.

c.) Grades Three through Five

- i. The District will implement its identification process for students who are referred for gifted services in grades three through five in a way that ensures those students who are eligible for the District's Gifted and Talented Program receive services on an equitable basis.
- ii. The District will provide information describing its referral and identification process to the families of students who newly enroll in the District in grades three through five.

4.) Gifted and Talented Programming, Personnel, and Resources

- a.) The District will provide all students identified as gifted with equitable access to gifted education resources, including qualified faculty and staff, dedicated classroom space, hours of gifted services and educational materials.
- b.) The District will ensure that at least one (1) school-level gifted specialist is assigned to each elementary school. The District's Gifted Specialist will consider the results of the annual internal audit of the District's gifted student Child Find and referral process, discussed at Section IV.A.7, below. Based on the results of that annual internal audit, the District's Gifted Specialist may revise the schedules of the school gifted specialists to direct the school gifted specialists to support the schools with the greatest needs in meeting the District's desegregation goals. Nothing in this provision limits the District from assigning more than one (1) school gifted

specialist if needed to meet a school's gifted students' needs or the goals of the Talent Development Program.

- c.) The District Gifted Specialist will oversee and support the work of the school-level gifted specialists.

5.) Training

- a.) Prior to the start of the 2024-25 school year and annually thereafter, the District will provide all personnel with responsibilities for rating students for gifted eligibility, including all members of the GRST, training that focuses on the eligibility process and their role in the process. As applicable, this training will include at least one hour covering:

- i. Instruction on the alternative ways in which the characteristics of the rating scale may manifest in different cultural, ethnic, and socioeconomic groups; and
- ii. Instruction on the alternative ways in which cultural, ethnic, and socioeconomic differences may influence the type of work products that reflect the desired characteristics in the rubric for gifted eligibility.

- b.) Prior to the start of the 2024-25 school year, the District will provide school-level gifted specialists with professional development – which may be covered during one (1) session or several sessions, for a total of three (3) or more hours – on each of the following topics:

- i. Culturally responsive identification and teaching of gifted students;
- ii. Implementation of the GRST procedures, including the use of assessments and evaluations that aid in the identification of underrepresented

populations including, for example: the COGAT, the Torrance, or any other similar assessment;

- iii. Collaborating with general education teachers to ensure that the TABs forms are completed with fidelity;
- iv. Collaborating with general education teachers at their assigned school(s) during the implementation of the systemized enrichment and diagnostic thinking skills program described in Section IV(A)(2), above;
- v. Collaborating with general education teachers to provide specific differentiation of content of the general education curriculum for all identified gifted elementary students in general education classrooms; and
- vi. Collecting the referral data of second-grade teachers, and where such data indicates that students are not being referred at a rate consistent with the systemwide identification rate or that subgroups of students may be under-identified, providing teachers with appropriate support, including follow-up training.

c.) Starting with the 2025-26 school year, the District will incorporate the professional development elements identified in Section IV.A.5. into its regular training requirements for new school-level gifted specialists.

d.) The District will offer at least one (1) annual refresher course to school-level gifted specialists.

6.) Outreach and Parent/Guardian Expectations

a.) Not less than once per semester, the District will engage in outreach to all elementary parents/guardians to make them aware of their school's Talent

Development Program, the District's gifted and talented referral and identification process, and their school's gifted programming. These outreach efforts will:

- i. Include targeted outreach to parents/guardians of Black students;
- ii. Be tailored to promote participation in schools with the lowest identification rates or the greatest disparities between the identification of Black and non-Black students;
- iii. Include advertising in various media including, without limitation: sharing information on the District's webpage; providing information about the Gifted and Talented Program in the District's parent handbook; and distributing materials, whether electronic or hard copies, describing the Gifted and Talented Program through the channels and methods utilized for other important communications with parents; and
- iv. For written materials, be drafted with sufficient details so that parents/guardians can make informed decisions about their student's participation in the Gifted and Talented Program, including, without limitation, details about the second grade Child Find process, the referral process (including the fact that a parent or student can self-refer), the benefits of participating in the Gifted and Talented Program, and important dates pertaining to the District's annual Child Find process.

b.) During the first semester of each school year, each elementary school will conduct a meeting for parents/guardians of children who have been recently identified as gifted and talented. During this meeting or during parent/guardian conferences, parents/guardians will have the opportunity to discuss the classroom expectations

of the Gifted and Talented Program, discuss available supports, discuss ways to support their student's participation in the Gifted and Talented Program, and provide their feedback on their student's experience with the Gifted and Talented Program.

7.) Data Tracking, Internal Auditing, and District Support

- a.) At the end of the 2024-25 school year, and annually thereafter, the District Gifted Specialist will conduct an internal audit of the Gifted and Talented Program at each District elementary school and develop School Support Plans designed to ensure that each school provides its students with equitable access to the District's Gifted and Talented Program and meets the goals of the Talent Development Program.
- b.) As part of this annual internal audit, the District Gifted Specialist will collect and analyze accurate data, disaggregated by race, on the referral, identification, and provision of gifted services to students at each District elementary school, including, but not limited to:
 - i. The number of students referred for gifted services and referral source, by race;
 - ii. The number of referred students identified as gifted, by race; and
 - iii. The number of students participating in the Gifted and Talented Program, by race.
- c.) Where this data demonstrates that either (i) Black student referrals, identification, and/or participation is disproportionately lower than the Black student representation in the school, or (ii) a school's referral, identification, and/or participation rates for Black students are lower than the corresponding systemwide

rates for all students, the District Gifted Specialist will meet with the corresponding school gifted specialist to develop a School Support Plan. The School Support Plan will provide appropriate interventions and additional resources designed to promote the equitable provision of gifted services to the school's students and to assist the school in meeting the goals of the Talent Development Program.

- d.) The District Gifted Specialist will be responsible for supervising the implementation of School Support Plans and, as part of the annual internal audit, will assess each school's Support Plan to determine whether additional or alternative interventions and resources are appropriate to address ongoing disparities.
- e.) Nothing in this section will be construed as limiting the scope of the District Gifted Specialist's annual internal audit or School Support Plans.

8.) Reporting

- a.) Until this Court terminates federal supervision of the District as to Quality of Education, the District will provide as part of its Annual Report to the Court and Plaintiff Parties the following information for the immediately preceding school year:
 - i. Efforts made to have racially diverse GRST teams, as described in Section IV.A.3.b.iii, above;
 - ii. All training materials as described in Section IV.A.5, above;
 - iii. All data collected pursuant to the annual internal audit described in Section IV.A.7, above; and
 - iv. All School Support Plans described in Section IV.A.7, above.

B. Academic Achievement and Continuous Improvement Plans

- 1.) For each academic year, each school will develop a plan for the school year (“Continuous Improvement Plan”). The Continuous Improvement Plan will consider areas such as culture, climate, teaching, and learning. During the school year (typically during the beginning, middle, and end of the school year), the District will work with school administrators to review data and trends relevant to each school’s Continuous Improvement Plan. Using this data, the District and school administrators will track their school’s progress and may make changes, if necessary, to the Continuous Improvement Plans.
 - a.) The District will designate an administrator for each school to oversee implementation of the Continuous Improvement Plan and determine whether additional resources or interventions are needed.
 - b.) Throughout this Section IV(B), where there are references to the “plan” or “plans”, the District will incorporate those plans as components of each school’s Continuous Improvement Plan – or any similar successor process during the implementation of the Consent Order.
- 2.) Every school year, the District will monitor academic achievement data and develop and implement a plan for each school focused on closing the academic achievement gap between Black and white students.
 - a.) To carry out its monitoring responsibilities, the District will collect and review the following data, disaggregated by school and race:
 - i. As defined by the Alabama State Department of Education:
 - (a.) Academic achievement;

- (b.) Academic growth;
 - (c.) College and career indicators, for high schools;
 - (d.) Graduation rate, for high schools;
 - ii. Grades in A.P. courses;
 - iii. A.P. exam scores; and
 - iv. Grades in District-provided Dual Enrollment courses.
- 3.) Where the data indicate that Black students in specific schools have lower academic achievement rates than their white peers, the District will investigate to determine the cause(s) of the achievement gap and take steps to reduce it, such as by providing tutoring, remedial instruction, and other supplemental academic and instructional services.
- 4.) The District will regularly identify any schools in the District that have adopted procedures or practices that have proved effective at reducing the academic achievement gap. The District will ensure that all schools receive information about those practices and procedures, which may be included in the Continuous Improvement Plans.
- 5.) Every year, the District will review student enrollment in Advanced, A.P., and Dual Enrollment courses. As part of this annual review, the District will consider:
- a.) The availability (both number and type) of Advanced, A.P., and Dual Enrollment courses at each school serving students in grades seven through twelve;
 - b.) The number of students enrolled in Advanced, A.P., and Dual Enrollment courses, disaggregated by school and by race; and

- c.) The availability at each school of academic and instructional support services and resources specific to Advanced, A.P., and Dual Enrollment courses for students enrolled in such courses.
- 6.) Based on this internal review, the District will include relevant data, focus areas, and goals in each school's Continuous Improvement Plan with the goal of addressing inequitable access to advanced academic programming by race.

C. Special Education

- 1.) The District will employ a process pursuant to the Individuals with Disabilities Education Act ("IDEA") to ensure the equitable identification and provision of special education services to eligible students of all races.
- 2.) The District's process will: use reliable and valid instruments for identifying students for special education programs, including instruments that are sensitive to cultural bias; include a screening process that uses tests and referrals to guide placement in appropriate services; ensure that the identification of students is based on student profiles that include a variety of information and data; track data including, but not limited to, data by school, by race, and by special education exceptionality to identify any racially disparate identification of students; and, to the extent practicable and without limiting a student's access to the benefits provided for by the IDEA, ensure that students eligible to receive special education services do so in a way that is consistent with the District's desegregation obligations and with this Consent Order.
- 3.) The District will publicize, to the community at large, information about the special education program, including information about: the procedures that the District follows before referring students to the special education program; the process that the

District uses to identify and refer students to the special education program; special education services that may be available to students who qualify for such services; and student and parental rights that relate to the special education program.

4.) The District will monitor the special education program during each school year to ensure that the program is being administered fairly and without regard to race.

a.) To carry out its monitoring responsibilities, the District will collect and review data from each school about the race and number of students referred to the special education program and the race and number of students classified under each special education exceptionality. At the end of each school year, the District will provide this data to the Plaintiff Parties upon request.

b.) If the District, through its review, identifies data showing that high numbers of students of one race are being referred to or classified by the special education program, the District will investigate to determine the cause(s) of the high rate of referrals or classifications among students of the race in question.

c.) If appropriate, the District will take steps to address the cause(s) of any over identification, including, but not limited to, ensuring that personnel are following appropriate identification procedures, and providing professional development on identifying, referring and evaluating students for the special education program.

D. Other Indicia of Quality of Education

1.) Overview

a.) Consistent with and in addition to the specific terms above, the District will ensure that it provides equal educational opportunities to its students regardless of race by tracking and analyzing data in order to identify racial disparities and eliminate any

racial discrimination in the quality of education provided to its students. The District will also annually report to the Court and Plaintiff Parties data related to quality of education as specified below.

2.) Data Collection and Reporting

- a.) Graduation Rate. The District will calculate and report the high school graduation rate, as required by the Alabama State Department of Education, disaggregated by race and gender, both District-wide and by school. If the District also calculates and reports a rate of “College and Career Readiness” (or other comparable indicator), as required by the Alabama State Department of Education, the District will additionally report the College and Career Readiness rate, disaggregated by race and gender, both District-wide and by school.
- b.) Retention Rate. The District will calculate and report annually in-grade retention rates disaggregated by race, gender, and grade, both District-wide and by school.
- c.) Teacher Qualification and Experience. The District will calculate and report annually, District-wide and by school:
 - i. The percentage of certified teachers in the faculty, disaggregated by type of certificate and by race, including the percentage of teachers in the faculty holding emergency, provisional, or other temporary certificates.
 - ii. If not otherwise apparent from the disaggregated certified teacher data, the percentage of teachers in the faculty holding advanced degrees and/or specialist certificates, by race.
 - iii. The average number of years of teaching experience of teachers in the faculty, overall and by race.

- iv. The percentage of teachers in each school with less than two (2) years of teaching experience, overall and by race.

d.) Per-Pupil Expenditures. The District will calculate and report annually, both District-wide and by school:

- i. The total and per-pupil expenditures for the most recent fiscal year, disaggregated by revenue source (for example, federal, state, or local); and
- ii. The number of locally funded teacher units.

e.) Race-Based Harassment or Bullying. The District will calculate and report annually, both District-wide and by school:

- i. The number of documented reports of students experiencing bullying or harassment on the basis of race, disaggregated by the targeted student's race and gender.
- ii. For each such incident of reported race-based bullying or harassment: the race and gender of the targeted student, the race and gender of the alleged actor(s), and the outcome of the report, including whether any of the alleged actor(s) were disciplined.

f.) Routinely Collected and Reported Measures. Where state or federal law requires the District to routinely collect and report data for District and individual school report card grade purposes, the District will notify the Plaintiff Parties when such reports are submitted and will provide copies of such reports to the Plaintiff Parties if requested.

3.) Data Analysis, Responsive Interventions, and Recordkeeping

- a.) The District will review and analyze the data described above annually in order to identify any racial disparities reflecting racial discrimination. Where a racial disparity exists, the District will investigate and document the cause(s) of such disparities to the extent practicable. Additionally, the District will document any responsive interventions planned or undertaken to address any identified racial discrimination.
- b.) The District will maintain the documentation specified herein for a period of at least three years, to be made available to the Plaintiff Parties upon request.

V.) EXTRACURRICULAR ACTIVITIES

A. General

- 1.) Beginning with the 2024-25 school year, the District will ensure that all students have an equitable opportunity to participate in a range of extracurricular activities, which will include athletic clubs, organized sports, and other sports teams that are school sponsored or operated by District personnel in their official capacity.
- 2.) Beginning with the 2025-26 school year, and annually thereafter, the District will ensure that its schools offer a minimum number of athletic and non-athletic extracurricular activities, as detailed below.

B. Core Activities

- 1.) For schools serving students in grades nine through twelve, the District will offer, at a minimum, the following extracurricular activities (collectively, “High School Core Activities”):
 - a.) One (1) school-wide honor society (*e.g.*, National Honor Society; Beta Club);

- b.) One (1) student leadership organization (*e.g.*, Student Government Association; Class Officers);
 - c.) Four (4) additional District-sponsored teams or clubs; and
 - d.) Four (4) local-school sponsored clubs, without any limitation as to content.
- 2.) For schools serving students in grades six through eight, the District will offer, at a minimum, the following extracurricular activities (collectively, “Middle School Core Activities”):
- a.) One (1) school-wide honor society (*e.g.* National Honor Society; Junior Beta Club);
 - b.) One (1) student leadership organization (*e.g.*, Student Government Association; Class Officers); and
 - c.) Five (5) additional District- or local-school sponsored clubs or teams.
- 3.) For schools serving students in kindergarten through grade five, the District will offer, at a minimum, the following extracurricular activities (collectively, “Elementary School Core Activities”):
- a.) One (1) student leadership organization; and
 - b.) Two (2) District- or local-school sponsored clubs or teams.
- 4.) For purposes of Core Activities, District- and local-school sponsored clubs or teams do not include sports teams.

C. Core Athletic Activities

- 1.) The District will ensure that middle and high schools select Core Athletic Activities from those on the list of sports sanctioned (“Sanctioned Sports”) by the Alabama High School Athletics Association (“AHSAA”).

- 2.) For every school serving grades nine through twelve, the District will offer, at a minimum, six (6) of the Sanctioned Sports¹³ (collectively, “High School Core Athletic Activities”).
- 3.) For every school serving grades seven and eight, the District will offer, at a minimum, four (4) of the Sanctioned Sports¹⁴ (collectively, “Middle School Core Athletic Activities”).
- 4.) For every school serving students in kindergarten through grade six, there are no sports sanctioned by AHSAA¹⁵; however, the District will offer, at a minimum, the opportunity to participate in one (1) organized, District-sponsored sport or activity (“Elementary School Core Athletics Activity”).

D. Extracurricular Activity Committee

- 1.) The District has established a District-level Extracurricular Activity Committee (“EAC”).
 - a.) The District will ensure that the EAC is comprised of a diverse group of at least seven (7) District and school-level administrators.
- 2.) The EAC will be responsible for the following:
 - a.) Compiling the list of approved extracurricular activities that may be selected by an elementary, middle or high school as a Core Activity.

¹³ The District will ensure that one of the High School Core Athletic Activities is cheerleading.

¹⁴ The District will ensure that one of the Middle School Core Athletic Activities is cheerleading.

¹⁵ If AHSAA rules change such that sports are sanctioned by AHSAA for students in these elementary grades, the District will consider those sports as Elementary School Core Athletic Activities.

b.) Ensuring all principals of elementary, middle, and high schools have a plan for advertising the extracurricular activities offered at their schools, beginning with the 2025-26 school year. Each school plan will include, at a minimum, the following strategies:

- i. Listing the extracurricular activities that the school offers on its website, as well as the point of contact for each such activity;
- ii. Making materials describing each school's extracurricular activities available to students and parents/guardians, as needed, through electronic mail, handbooks, school websites, or other appropriate means;
- iii. Including information about the school's extracurricular offerings during the annual open house;
- iv. Supporting principals of schools that either have identified needs or request support to implement their Core Activities and Core Athletic Activities;
- v. Reviewing and approving requests from any school to establish a new extracurricular activity;
- vi. Reviewing student participation data for all extracurricular activities; and
- vii. Surveying parents/guardians and students regarding participation in extracurricular activities if participation data suggests that students may be experiencing barriers disproportionately by race at the school or District level.

E. Reporting & Data Collection

1.) Reporting

a.) Until this Court terminates federal supervision as to Extracurricular Activities, the District will provide as part of its Annual Report to the Court and Plaintiff Parties the following information:

- i. A list of all extracurricular activities offered at each school, including each school's Core Activities and Core Athletic Activities;
- ii. The number of students participating in each extracurricular activity, including Core Activities and Core Athletic Activities, at each school by race; and
- iii. Examples of measures taken by the EAC and the District's schools to make students, parents, and guardians aware of the school's extracurricular activities.

2.) Data Collection

a.) For each school, the District will create a list, by school, of each of the Core Activities and Core Athletic Activities¹⁶ that limit participation based on an audition, tryout, or other selection procedure. In addition to that list, the District

¹⁶ If the Plaintiff Parties, individually or jointly, are made aware of complaints regarding the selection procedures of any other extracurricular activity and/or if the participation data for any other extracurricular activity gives rise to a concern about possible racial disparities in student access to a particular extracurricular activity, the Plaintiff Parties will collaboratively identify the applicable extracurricular activity, and the District will add that extracurricular activity to these Data Collection provisions until the complaint has been resolved.

will retain the information listed below and at the time the District produces the Annual Report, the District will provide to the Plaintiff Parties:

- i. The number of students by race and grade level who participated in the audition, tryout, or other selection procedure;
- ii. The race of the supervising faculty member(s) and the race of the evaluators/judges, if different from supervising faculty member(s); and
- iii. An explanation of the audition, tryout, or other selection procedure, including the criteria evaluated during the procedure.

3.) Upon request, the District will provide the Plaintiff Parties with copies of yearbooks from each school that publishes a yearbook, either in hard copy or electronically, as applicable.

VI.) FACULTY & STAFF

A. Definitions

- 1.) For purposes of the Faculty and Staff Section of this document, the following terms will be defined as follows:
 - a.) “Faculty” refers to those individuals employed by the District, other than principals, assistant principals, and District-Level Administrators, who are required to maintain a professional educator’s certificate issued by the State Department of Education. This term includes those whose primary responsibilities are to serve as a classroom teacher and those who serve in roles such as, but not limited to: guidance counselors; reading coaches; itinerant “special” teachers such as elementary art, music, and gifted specialists.

- b.) “Instructional Staff” refers to all non-certificated, classroom instructional personnel (including but not limited to those who may be referred to as paraprofessionals, auxiliary teachers, teachers’ aides, or instructional aides).¹⁷
- c.) “District-Level Administrators” refers to any individual who serves the District at large, and reports directly to the Superintendent, Deputy Superintendents, Directors, and Assistant Directors, other than clerical and support employees.
- d.) “Qualified” refers to an applicant who meets the objective minimum requirements listed on the job posting based on the information included in their application and, if applicable, a preliminary telephonic or video interview with Human Resources Department personnel that confirms the applicant’s qualifications.
- e.) “Develop,” such as a plan, process, program, or survey, means the District commits to provide to Plaintiff Parties a complete proposal in advance, with sufficient time for Plaintiff Parties to review and provide input on the terms of such plan/process/program/survey (at least thirty (30) days advance notice, except by prior agreement of the parties). The District will consider such input in good faith, and the Parties will work together in good faith to resolve any disagreements before such plan/process/program/survey is put into effect.

B. Scope and Goals

- 1.) The provisions of this document are intended by the parties to govern Faculty and Instructional Staff, unless otherwise specified.

¹⁷ The District currently maintains a contract relationship with an outside provider for some Instructional Staff positions. The terms of this Consent Order do not cover the individuals who work in the District pursuant to that contract.

- 2.) The District will maintain practices that assign Faculty and Instructional Staff—either as new hires or as intra-district transfers—such that the racial composition of Faculty and Instructional Staff at each school reflects the systemwide racial composition of Faculty and Instructional Staff, within +/- 15%, consistent with desegregation standards.
- 3.) When considering placement of principals, the District will maintain practices that assign Black and white principals such that they are equitably distributed among schools with varying student racial demographic profiles and are not assigned exclusively to schools with disproportionately high student populations of the principal's own race.
- 4.) The District will consider its desegregation obligations as part of the hiring, retention, and transfer decision making for all principals, assistant principals, and District-Level Administrators.
- 5.) The District will ensure that the demotion, suspension, dismissal/termination, or other discipline of any District employee, whether pursuant to a reduction in force or not, is based solely on non-discriminatory criteria. The District will document the non-discriminatory criteria supporting any such demotion, suspension, or dismissal/termination in writing and will retain those records for a period of at least three years.
- 6.) The District will ensure that decisions regarding pay for all District employees are based solely on non-discriminatory criteria. If the District makes a pay determination that is not the outcome of a formula or schedule, the District will document the basis for the salary determination and will retain the documentation for a period of three years.

C. Oversight

- 1.) The District will designate a central office administrator to oversee implementation of the terms of this Section (“F&S Administrator”).
- 2.) The F&S Administrator will report to the Superintendent or their designee.

D. Recruitment

- 1.) During the 2024-25 school year, and each successive year until the District has been released from federal supervision with respect to faculty and staff hiring and assignment, the District will ensure that its Human Resources Department regularly coordinates with Historically Black Colleges and Universities (“HBCUs”) to facilitate the following:
 - a.) Regular participation by the District in teacher recruitment and career fairs at regional HBCUs; and
 - b.) Requesting student teachers from HBCUs including, but not limited to, Talladega College, Tuskegee University, Miles College, Stillman College, Alabama State University, and Alabama A & M University.
- 2.) The District will increase its efforts to recruit and retain Black school-based gifted specialists, including by recruiting for school-based gifted specialists from post-secondary institutions with gifted course programming, when doing so would advance the District’s desegregation obligations by remedying underrepresentation of Black school-based gifted specialists. The District will also provide incentives and pathways for current non-gifted teachers who are interested in teaching gifted students to seek the education and/or certification necessary to serve as a school-based gifted specialist.

- 3.) The District will implement the Special Education Teacher Recruitment and Retention (“SETRR”) initiative which allows paraprofessionals currently employed with the District and, if space is available, potential teaching candidates from outside the District, to become special education teachers through a partnership with a four-year university.
- 4.) During the 2024-25 school year, the District will collaborate with a post-secondary education partner to Develop a teacher education magnet program for high school students to be located at Center Point High School.
 - a.) The District will begin implementing this program for the 2025-26 school year.
 - b.) The program will be a four-year program, and students who participate in the teacher education magnet program will enroll at and, for their high school coursework, attend Center Point High School.
 - c.) During the participating students’ junior and senior years, the students will participate in magnet course work both at the partner post-secondary institution and at Center Point High School.
 - d.) Successful completion of the program will result in the students earning two (2) years of college credit.
 - e.) The District’s goal for student enrollment in this program will be to approximate the systemwide percentage of Black high school students in the District.

E. Applications

- 1.) Beginning with the 2024-25 school year, the District will centralize its application process by accepting applications for Faculty and Instructional Staff positions only via

the Alabama State Department of Education's designated online application portal. As part of this centralized application process:

- a.) Once an applicant completes their application, the Human Resources Department will be responsible for receiving and maintaining those applications.
 - b.) The Human Resources Department will determine who needs access to applications but will allow hiring managers to review applications as needed.
 - c.) All hiring for Faculty and Instructional Staff positions will take place through this centralized application process; individual schools will not be permitted to receive or review applications for Faculty and Instructional Staff positions outside of this process.
- 2.) Beginning with the 2024-25 school year, the District will develop a process for collecting the following self-reported data for all applicants for Faculty and Instructional Staff positions: name; position applied for (*e.g.*, elementary teacher, secondary math teacher, gifted specialist, guidance counselor); date of application; highest degree, including issuing institution; certificate; how the applicant heard about the position; and race.
- 3.) The District will maintain the self-reported data from applicants in a sortable database.
- 4.) Beginning with the 2024-25 school year, the District will maintain applications, attachments, and supporting documents for at least a three-year period.

F. Interviews & Hiring Decisions¹⁸

1.) Personnel Committee

- a.) By the start of the 2024-25 school year, the District will establish a Personnel Committee to review and evaluate: the application process; the selection of interviewees; the hiring recommendations of school administrators; and any other matter for which the Superintendent or the F&S Administrator requests support pertaining to Faculty and Instructional Staff recruitment and hiring.
- b.) The Superintendent will appoint the members of the Personnel Committee such that the Committee is comprised as follows:
 - i. No fewer than eight (8) members;
 - ii. Racially diverse;
 - iii. At least two (2) Elementary Level (K-6) Members – principals, assistant principals, and/or teachers;
 - iv. At least two (2) Secondary Level (7-12) Members – principals, assistant principals, and/or teachers;
 - v. Two (2) Deputy Superintendents;
 - vi. Human Resources Director;
 - vii. If different from the Human Resources Director, the F&S Administrator;and

¹⁸ When referring to committees referenced in the Faculty and Staff sections F, H, I, and J, the Parties acknowledge that “racially diverse” means that the committee will, to the extent practicable, seek to have a percentage of Black members on the relevant committee that approximates the systemwide percentage of Black employees meeting the definition of Faculty and Instructional Staff.

viii. Superintendent.

- c.) The Personnel Committee will meet as needed, but not less than quarterly, and meetings may be held virtually.

2.) Interviewee Selection

- a.) Prior to the interview and hiring steps described below for a Faculty and Instructional Staff position, the Human Resources Department will compile a list of Qualified applicants for distribution to the school administrator or applicable District-Level Administrator. Nothing in this provision limits the Human Resources Department from compiling the list of Qualified applicants using tools from the Alabama State Department of Education, including any tool that may automate this process.
- b.) The applicable school administrators or District-Level Administrators will review the list of Qualified applicants and propose a list of Qualified applicants to interview. In compiling the proposed list of Qualified applicants to interview, the school administrator or District-Level Administrator will consider applicable desegregation goals.
- c.) For school-level positions, Area Directors will be responsible for reviewing the list of proposed interviewees from school administrators. For district-level positions, Deputy Superintendents will be responsible for reviewing the list of proposed interviewees from the applicable administrators.
- d.) In their review, the Area Directors and Deputy Superintendents will consider and may modify the interviewee list in light of: the applicable school, department, and District's progress towards meeting its desegregation goals; whether the proposed

list of Qualified applicants to be interviewed would support attainment of applicable desegregation goals; and any other impact that the proposed position may have on those desegregation goals. After this review, the Area Director or Deputy Superintendent will submit the completed list to the Human Resources Department for final review along with a written explanation of the reasons for any modifications made to the interviewee list.

e.) The following provisions will apply to the final review by the Human Resources Department:

- i. If warranted in light of desegregation considerations, the Human Resources Department may add additional Qualified applicants to the interviewee list.
- ii. Once the Human Resources Department finalizes the interview list, only those Qualified applicants on the final list may be interviewed for the position unless the interviewing administrator requests and receives permission from the Human Resources Department to add additional Qualified applicants. Before granting permission, the Human Resources Department will consider what potential impact the inclusion of the additional Qualified applicants on the interview list could have on the school meeting its desegregation goals.

3.) Interview Process

a.) The school administrator or applicable District-Level Administrator is responsible for scheduling interviews. In advance of any interviews, the school administrator

or District-Level Administrator must notify the appropriate Area Director or Deputy Superintendent of the interview schedule.

- b.) All interviews will be conducted by a racially diverse interview committee of at least three people, except in exigent circumstances (*e.g.*, individual calls in sick on short notice), which will be documented by the District.
- c.) When a school administrator or District-Level Administrator cannot find enough Faculty or Instructional Staff to serve on an interview committee, they may use District-Level Administrators or specialists to assist with interviews.
- d.) All applicants on the final interview list approved by the Human Resources Department must be interviewed, unless the school administrator or applicable District-Level Administrator provides a written valid, non-discriminatory justification to the designated Area Director or Deputy Superintendent. The Area Director or Deputy Superintendent will send all justifications to the Human Resources Department, where they will be maintained for a period of three (3) years.
- e.) The Human Resources Department will develop a mandatory process for evaluating all interviewees that will include the following:
 - i. Interview committees will use a standard questionnaire or tool to conduct interviews of each candidate, but the questions may be tailored to each discrete position;
 - ii. Interview committees will use a standardized scoring system; and

- iii. Interview committees will send all interview questionnaires and scoring documents to the Human Resources Department, where they will be maintained for a period of three (3) years.

4.) Hiring

- a.) Following the interview process described herein, a recommendation to employ the interviewee recommended for employment will be sent to the Superintendent.
- b.) The Superintendent will review the recommendation and determine whether the recommendation is appropriate in light of the District's desegregation goals and other applicable considerations. The Superintendent may do so with help from assistants, a committee or other delegates.
- c.) If the Superintendent is satisfied with the recommendation, the Superintendent will recommend the selected interviewee for employment with the Board.

G. Retention.

- 1.) The District will conduct surveys of current and former Faculty and Instructional Staff to identify strategies that improve retention and will, at least periodically, collect data that enables the District to better understand the experiences and concerns of Black Faculty and Instructional Staff, including, without limitation:
 - a.) Regular "pulse check" surveys of Faculty and Instructional Staff; and
 - b.) Structured exit surveys of Faculty and Instructional Staff who leave the District.
- 2.) The District's "pulse check" surveys will collect, periodically, information about current employees' experiences working in the District and the employee's race.

- 3.) The District's exit survey will collect information about outgoing employee experiences working in the District, including, without limitation, the employee's views on:
 - a.) Climate at their work assignment;
 - b.) Opportunities for advancement;
 - c.) The employee's race; and
 - d.) If the employee is leaving for another district, the characteristics of the new district that attracted the employee to it from the District.
- 4.) The F&S Administrator will coordinate periodic meetings, to occur not less than annually, to review the results of the District's retention-related surveys with administrators including, but not limited to, the Superintendent, the Human Resources Department, Deputy Superintendents, and Area Directors. During this review, the administrators will identify areas of concern and opportunities for improving employment opportunities for all Faculty and Instructional Staff, with an emphasis on retaining Black Faculty and Instructional Staff.
- 5.) To help new Faculty succeed in the District, the District will Develop and implement a mentoring program for new Faculty. This mentoring program will be designed to help support all Faculty to successfully transition into teaching in the District, with an emphasis on supporting Black Faculty.

H. Transfers

- 1.) The District will implement an updated Faculty and Instructional Staff transfer plan ("Annual Transfer Process") that includes the following:
 - a.) Summary of the Annual Transfer Process

- i. Each year, the District will solicit applications from current Faculty and Instructional Staff interested in transferring to another school within the District where such transfer would move the school closer to its desegregation goals.
- ii. The Annual Transfer Process will provide an opportunity for these transfers to be considered apart from, and be prioritized over, applications submitted as part of the hiring process described in Sections VI.E and VI.F, above.
- iii. If a Faculty or Instructional Staff member is not eligible for a vacancy through the Annual Transfer Process, that Faculty or Instructional Staff member can apply for the vacancy using the process described in Sections VI.E and VI.F, above.

b.) Timeline

- i. The Annual Transfer Process will take place during the spring semester of each school year.
- ii. The Annual Transfer Process window for applications will be thirty (30) days and will close no later than March 31 of each year.
- iii. Advertising for the Annual Transfer Process will begin at least six (6) weeks in advance of the opening of the Annual Transfer Process application window.

c.) Applications

- i. The District will maintain an online transfer portal that will allow Faculty and Instructional Staff to apply for vacancies at other schools.

- ii. When a Faculty and Instructional Staff member applies using the online transfer portal, they will only be given opportunities to apply to schools where their transfer would move the school closer to its desegregation goals.

d.) Oversight

- i. The District will designate the Human Resources Department to oversee the Annual Transfer Process.
- ii. After the Annual Transfer Process window closes, the Human Resources Department will compile a list of interested transfer applicants and distribute that list to the applicable school principal for consideration.

e.) Exemptions

- i. If a vacant position is of a specialized nature, the principal can notify Human Resources that the position should not be included as an option for applicants as part of the Annual Transfer Process. Instead, any such position will be subject to the interview and hiring provisions identified in Sections VI.E and VI.F, above.
- ii. Nothing in the Annual Transfer Process provisions limits the District's ability to require a Faculty or Instructional Staff member to transfer to another position to meet the needs of the District (*e.g.*, to address the employee's behavior; due to school closures; redistribution of units based on the Alabama State Department's Foundation Program).

f.) Selection of Transfers

- i. In determining which, if any, transfer applications to consider, the principal may review the applicant's resume and other application materials and may conduct interviews of transfer applicants.
- ii. If the principal decides to hold interviews, the interview committee must be racially diverse and consist of at least three members – subject to exigent circumstances (*e.g.*, individual calls in sick on short notice), which the principal will document.
- iii. If a principal decides not to select any transfer applicants, the principal must provide the Human Resources Department with a written explanation of the justifications for their decision.
- iv. The District will retain documentation of those reasons for a period of at least three (3) years.

g.) Incentives

- i. No later than the spring of the 2025-26 school year, the Superintendent will develop and conduct a survey of Faculty and Instructional Staff to assess whether and to what extent financial or other incentives would help encourage participation in the Annual Transfer Process.
- ii. The District will report the results of that survey to Plaintiff Parties and thereafter meet and confer with them in good faith to determine whether and to what extent the District will offer incentives to Faculty and Instructional Staff in order to encourage participation in the Annual Transfer Process.

- iii. Any such incentive program will be finalized and implemented before personnel transfers are solicited, reviewed, or granted for the 2027-28 school year.

I. Training

- 1.) The District will ensure that all personnel involved in the application, interview, and hiring processes described above, including the Personnel Committee, principals, and District-Level Administrators, and anyone else who serves on interview committees, receive annual training on the District's desegregation goals and cultural competency.
- 2.) The District will ensure that principals and District-Level Administrators receive training on the District's new interview process. The Human Resources Department will conduct this training at least twice per year.
- 3.) The Superintendent, or their designee, will present the new interview process and requirements of this Section to the Board.
- 4.) Prior to the implementation of the 2025-26 school year's Annual Transfer Process, the District will train principals on the Annual Transfer Process.

J. Data Review, Analysis, Reporting, and Recordkeeping

- 1.) Data Review and Analysis
 - a.) At least annually, the F&S Administrator, in consultation with the Personnel Committee, will review and analyze each school's progress towards meeting its desegregation goals.
 - b.) After this review, the Personnel Committee will identify and work with the leaders of the schools that struggled to meet their desegregation goals. As part of this work,

the Personnel Committee may assist the school leaders with developing action steps designed to help the school meet its desegregation goals.

c.) In addition, at least annually, the F&S Administrator, in consultation with the Personnel Committee, will review and analyze at least the following information, for purposes of further assessing the District's progress towards its desegregation goals and identifying potential interventions to further those goals:

- i. Data collected through the District's centralized application process for Faculty and Instructional Staff, as described above;
- ii. Data collected in connection with the District's interview process for Faculty and Instructional Staff, including but not limited to interview scoring data; and
- iii. Data collected in connection with the District's pulse check and exit surveys for Faculty and Instructional Staff.

d.) To the extent practicable, all the data to be reviewed and analyzed as provided in this provision will be collected in a standardized manner that can be aggregated and analyzed school-wide and District-wide to identify disparities and help target interventions.

2.) Reporting

a.) Until this Court terminates federal supervision as to Faculty and Staff, the District will provide as part of its Annual Report to the Court and Plaintiff Parties the following information for the immediately preceding school year:

- i. The total number of District-Level Administrators, by race, and position;

- ii. The total number and percentage of Faculty and Instructional Staff, principals, and assistant principals, by race and by position, in each school facility operated in the District;
- iii. A list of each Faculty or Instructional Staff member who requested a transfer, including: name; race; position; school from which they transferred; school to which they transferred; effective date of the transfer; whether the transfer was granted as part of the Annual Transfer Process or as part of the District's general hiring process for Faculty and Instructional Staff; and the reason(s) for granting the transfer (*e.g.*, unit overages; employee requested; District directed; joint request from District and employee);
- iv. A list of all recruiting/job fairs in which the District participated, including the date and location of each such fair and the name, race, and title of each individual who attended the fair on behalf of the District;
- v. A list of District-Level Administrators who were hired or promoted, including the administrator's name, race, position hired or promoted to, previous position, and date of hire;
- vi. A list of Faculty and Instructional Staff members, who were demoted, suspended, or dismissed/terminated, including each person's race, position/title, and date of demotion, suspension, or dismissal/termination;
- vii. A summary of the District's progress and each school's progress towards meeting its desegregation goals; and

- viii. A list of the members of the Personnel Committee, including each individual's name, race, title, and the school at which they work (if applicable).

3.) Recordkeeping

- a.) The District will retain for at least three (3) years the following documents and will make them available to the Plaintiff Parties on or before January 15, 2026, and on January 15th for every subsequent year until the District is released from federal supervision:

- i. The race, position, and assigned school of any employee who receives compensation that is not the outcome of a formula or schedule, and the basis for that determination;
- ii. A copy of the sortable database of applicant data maintained by the District described in Section VI.E.3 above, reflecting the information collected for each applicant for a Faculty and Instructional Staff position during the preceding year;
- iii. For each Faculty and Instructional Staff position filled during the preceding year, the interview list finalized by Human Resources, including for each applicant on that finalized list, the race, highest education degree and issuing institution of the applicant;
- iv. The written, valid, non-discriminatory justifications from the school administrator or District-Level Administrator for not interviewing a Qualified applicant on the finalized list from the Human Resources Department, and the race and highest education degree and issuing

institution of the Qualified applicant who was not interviewed, as well as the race of the decisionmaker;

- v. A list of applicants for employment who were added to an interview list after the list was finalized by the Human Resources Department, including their race, the race of the interviewing administrator, and any reason(s) provided for adding the additional applicant(s);
- vi. For Faculty and Instructional Staff who applied using the Annual Transfer Process and were denied, the race, position, and assigned school of the employee denied the transfer, as well as the race, position, and assigned school of the decisionmaker, and the reason provided for denying the transfer;
- vii. For Faculty and Instructional Staff who were demoted, suspended, or dismissed/terminated, the race, position, and assigned school for the employee, and the reason for that action; and
- viii. A list of Faculty and Instructional Staff who resigned or retired from the District, the race, and position, and assigned school of each resigned or retired employee, and exit survey information, if any, from each.

VII.) FACILITIES

A. Equitable Facilities

- 1.) The District will provide equitable facilities, both indoor and outdoor, so that regardless of the racial composition of the school a student attends, the facility will provide the student with equal access to a quality education and co-curricular enrichment.

B. Facilities Assessment

- 1.) The District will begin conducting a comprehensive Facilities Assessment during the fall semester of the 2024-25 school year and will complete the comprehensive indoor facilities assessment no later than December 31, 2024.
- 2.) The District will complete a comprehensive outdoor facilities assessment by May 31, 2025.
- 3.) As part of this comprehensive Facilities Assessment, the District will update its records for each facility it operates to reflect current information on:
 - a.) Capacity;
 - b.) Assessment of mechanical, plumbing, and structural needs; and
 - c.) Assessment of other building needs, including roofing, flooring, lighting, windows, and paint.

C. Long-Term Facilities Plan

- 1.) The District will develop a proposed long-term plan for identifying, monitoring, and addressing disparities over time in facility spending and facility quality between schools of the same grade level and across school zones to ensure consistently equitable facilities across the District regardless of the race of the student bodies connected to those facilities (the “Long-Term Facilities Plan”).
- 2.) The Long-Term Facilities Plan will incorporate the Construction Standards identified below.
- 3.) The District will submit a draft of its proposed Long-Term Facilities Plan to the Plaintiff Parties no later than one hundred and eighty (180) days after the completion of the Facilities Assessment. Plaintiff Parties will have ninety (90) days to review the

District's Long-Term Facilities Plan. Should Plaintiff Parties have any concerns or objections regarding the Plan, the Parties will work cooperatively to resolve those concerns or objections. No later than forty-five (45) days after Plaintiff Parties notify the District in writing that they have completed their review of the Long-Term Facilities Plan and all concerns have been resolved, the District will seek approval from the Board of the Long-Term Facilities Plan.

D. Facilities Coordinator

- 1.) The District will name a "Facilities Coordinator" who is responsible for ensuring that all facility site selection, construction, and maintenance complies with the terms of this Section.
- 2.) The Facilities Coordinator's responsibilities will include:
 - a.) Ensuring that each year's Annual Capital Plan, described in Section VII.E., *infra*, promotes equity in indoor and outdoor facilities across grade levels (elementary, middle, and high) and school zones and advances the goals of the Long-Term Facilities Plan;
 - b.) Ensuring that all new construction meets the District's Construction Standards; and
 - c.) Ensuring that members of the Capital Planning Committee are annually trained on the Board's desegregation obligations.

E. Annual Capital Plan

- 1.) The District will develop an Annual Capital Plan for each school year that addresses inequities in indoor and outdoor facilities across grade levels (elementary, middle, and high) and school zones and advances the goals of the Long-Term Facilities Plan.

- 2.) By October 15, 2025, and annually thereafter on October 15th, the District will provide the Plaintiff Parties with a copy of its Annual Capital Plan. The District will include a copy of its Annual Capital Plan with its Annual Report to the Court.
- 3.) The District will request Court approval no less than sixty (60) days prior to: (1) constructing or closing any school; or (2) making any renovations or additions that either increase or decrease a school's capacity by the equivalent of ten (10) percent of its total capacity or have a budgeted cost exceeding \$2,000,000.00. Plaintiff Parties will have at least sixty (60) days prior to any request for Court approval to review and comment on any proposal for school construction, closure, renovation, or addition pursuant to this paragraph. The Parties will make a good-faith effort to resolve any concerns regarding such proposals.

F. New Construction

- 1.) By the start of the 2025-26 school year, the District will update its Construction Standards document to reflect that, prior to approving any new school construction, the new school project must satisfy the following minimum criteria, taking into account reasonable projections regarding area population growth:
 - a.) The project promotes equity and parity between schools at each grade level (elementary, middle, and high) and across school zones;
 - b.) The project promotes optimal class size and building utilization defined in accordance with prevailing industry standards; and
 - c.) The project allows for efficient transportation for the affected students and does not place transportation burdens on students disproportionately by race.

- 2.) All subsequent construction will adhere to the Construction Standards approved by the Board.

G. Training

- 1.) Beginning at the start of the 2025-26 school year, the District will ensure that all members of the Capital Planning Committee and all District personnel with oversight over the construction, renovation, and maintenance of facilities are annually trained on the District's desegregation obligations, the Long-Term Facilities Plan, the Construction Standards, and the terms of this agreement applicable to facilities.
- 2.) During the implementation of this Consent Order, the Facilities Coordinator will ensure that training – including any needed refresher training – is provided to all relevant personnel on the District's desegregation obligations, the Long-Term Facilities Plan, the Construction Standards, and the terms of this agreement applicable to facilities.

H. Reporting

- 1.) Until this Court terminates federal supervision as to Facilities, the District will file as part of its Annual Report to the Court and Plaintiff Parties the Long-Term Facilities Plan, a summary of steps taken to implement it, a copy of the District's Annual Capital Plan for the prior and current school year with a summary of the status of the projects identified therein, a description of any deviations or delays with respect to completion of any aspects of these Plans, a summary of any other projects conducted during the prior school year that required Court approval pursuant to this Section, and a list of all facilities-related training delivered pursuant to this Section, including the date(s) on which the training was delivered, the person(s) delivering the training, the names and

titles of the trainees, how the training was provided (*e.g.* in person, virtually), and a narrative description of the content of the training.

VIII.) TRANSPORTATION

A. Assessment and Review

- 1.) The District will assess its transportation system annually to ensure that it provides transportation to all eligible students on a non-segregated and otherwise non-discriminatory basis.
 - a.) In conducting this annual assessment, the District will appoint someone with knowledge and expertise in school transportation (whether internal or external to the District) to assist the District in reviewing its bus routes and identifying any adjustments that should be made to the routes to further the District's desegregation obligations.
 - b.) The annual assessment will include an examination of whether:
 - i. The location and ridership of any of the District's bus routes indicate that the District is failing to provide transportation on a non-discriminatory basis;
 - ii. There are disparities in the average length of bus rides for routes with predominately Black student ridership and bus rides for routes with predominately white student ridership; and
 - iii. Students on routes with predominately Black student ridership disproportionately bear the burden of bus driver shortages (including but not limited to having their buses canceled and being picked up and/or

dropped off late) relative to students on routes with predominately white student ridership.

- 2.) The District will also create a process for providing transportation to students residing less than two (2) miles away from their assigned school where those students confront unsafe conditions or other challenges in walking to their assigned schools (*e.g.*, absence of usable sidewalks, crossing at multi-lane streets). The District will advertise to parents/guardians the process for students who reside less than two (2) miles away from school to apply for transportation. At a minimum, the application process will be advertised in the Student and Parent Handbook and on the District's website and will be explained to parents/guardians in meetings at the beginning of each school year.

B. Recordkeeping and Reporting

- 1.) Until this Court terminates federal supervision of the District with respect to Transportation, the District will collect the following information:
 - a.) The total number of students District-wide who ride the bus to and/or from school, disaggregated by race;
 - b.) Each bus route that the District operates as part of its student transportation system, including the race of each student assigned to that route;
 - c.) Bus routes in tabular form, by route number, and for each bus route:
 - i. Scheduled time for first pick up and for morning drop off at school;
 - ii. Scheduled time for afternoon pick up from school and for last drop off; and

iii. Notation for each school day of actual time of each item above.¹⁹

2.) Until this Court terminates federal supervision as to Transportation, the District will provide as part of its Annual Report to the Court and Plaintiff Parties the following information:

a.) A list of all bus routes by number operated by the District in tabular form, including for each such bus route:

- i. Whether the route was newly established for the relevant school year;
- ii. Whether the route was discontinued at any point during the relevant school year and, if so, the date on which it was discontinued;
- iii. Total eligible student ridership, disaggregated by race;
- iv. Total number and percentage of school days for which the bus provided a late morning drop off (defined as more than fifteen (15) minutes after the scheduled drop-off time);
- v. Total number and percentage of school days for which the bus provided a late afternoon pick up (defined as more than fifteen (15) minutes after the scheduled pick-up time); and
- vi. Total number and percentage of days for which bus service was canceled.

¹⁹ The District does not currently have the capability to collect this information. The District plans on upgrading its transportation software during the 2024-25 school year so that it can collect this information. The District will report this information by no later than the 2025-26 school year.

IX.) MONITORING AND ENFORCEMENT

A. Desegregation Coordinator

- 1.) Within thirty (30) days of the Court’s approval of this Order, the District will appoint a District-level administrator whose primary responsibility is to oversee implementation of the District’s obligations regarding the Consent Order (“Desegregation Coordinator”).²⁰ The Desegregation Coordinator will report directly to the Superintendent.
- 2.) The Desegregation Coordinator’s responsibilities shall include, without limitation:
 - a.) Taking all steps necessary to promote compliance with the terms of this Consent Order;
 - b.) Collecting and analyzing, or overseeing the collection and analysis of, the data required to be included in the District’s Annual Report as described in Section IX.E, below, or otherwise made available to Plaintiff Parties or the Court;
 - c.) Ensuring that District personnel understand and adhere to the recordkeeping obligations specified in this Consent Order, and facilitating timely responses to requests for information;
 - d.) Developing and conducting, or overseeing the development and conduct of, trainings and other professional development specified by this Consent Order;
 - e.) Identifying and disseminating to appropriate District- and school-level personnel information about best practices and effective interventions for promoting

²⁰ For purposes of this section, the District-level administrator whose primary responsibility is to oversee implementation of the District’s obligations regarding the Consent Order is called the “Desegregation Coordinator.” The Parties acknowledge that the District may give this position the title of “Desegregation Coordinator” or another similar name as needed.

desegregation, addressing discrimination, and complying with the Consent Order;
and

- f.) Supporting the work of the Desegregation Advisory Committee, including coordinating and scheduling meetings, providing timely information and updates to committee members, and facilitating exchange of information and ideas between the Desegregation Advisory Committee and District leadership.
- 3.) If at any time the Desegregation Coordinator position becomes vacant while the District remains under federal supervision, the Superintendent will act promptly to fill the vacancy.

B. Desegregation Advisory Committee

- 1.) The District will establish a Desegregation Advisory Committee (the “Committee”) to monitor and provide input from affected parents/guardians and students on the District’s desegregation efforts.
- 2.) The Committee will be composed of twenty-eight (28) students and parents. Twenty-six (26) of the Committee members will be comprised of one student and one parent/guardian from each high school feeder pattern to capture a cross-section of the District’s geography and schools, including schools serving different grade levels. Additionally, the Plaintiff Parties will meet and confer to collaboratively select one additional parent and one additional student from any District school to serve on the Committee. The membership of the Committee will reflect the racial diversity of the student body in the District, and the percentage of Black members on the Committee will equal or exceed the percentage of Black students District-wide, if possible.

3.) Selection of members of the Committee will begin in the 2025-26 school year and will occur according to the following procedures:

a.) Selection Process: For each school year until the District is fully released from federal supervision, the District will adhere to the following schedule for the selection of the Committee:

- i. Developing Applications: By the end of the fall semester, the District will develop applications for the Committee and will, as part of that process, provide the Plaintiff Parties with an opportunity to provide feedback.
- ii. Posting Applications: By the end of the first week of the spring semester, the District will post Committee applications on its Implementation Web Page and will publicize the availability of the application using its variety of typical communications mechanisms. Applications will be accepted until the end of January.
- iii. Reviewing Applications: The District will provide copies of the applications to the Plaintiff Parties following the close of the application period. The District and Plaintiff Parties will review applications during February.
- iv. Selection of Committee Members: By the end of March, the Parties will select members to fill vacancies on the Committee consistent with Section IX.B.2, above.
- v. Training the Committee: The Parties will work collaboratively to train the new and returning Committee members between April and May. The

Parties may, if necessary or if requested by the Committee, hold additional training during the summer break.

b.) Term Lengths

- i. Initial Term: The Committee members who are selected for the inaugural Committee will be given either a 1-year or 2-year term to ensure that future Committee members serve staggered terms.
- ii. Terms Thereafter: Each Committee member selected after the inaugural Committee will serve two (2) years.
- iii. Term Limits: Unless the Parties otherwise agree, no Committee member will serve more than two (2) terms.

4.) By August 31 of every year, the Committee will hold a non-public meeting to elect a chair and identify operating procedures consistent with this Consent Order. The Committee chair will oversee and coordinate the work of the Committee, consulting with the Desegregation Coordinator as needed.

5.) Each year, the Committee will hold at least four (4) public meetings at District facilities. With assistance from the District, the Committee will provide adequate notice to the public and Parties before its meetings (customarily, at least two (2) business days). Meetings will include time for public comment.

6.) The Committee will keep minutes of its public meetings. The minutes will contain, at a minimum, the following: a description of the topics discussed at the meeting and a list of the Committee members who attended the meeting.

7.) The District will live stream all public meetings (by providing accessible video and audio) and publicize the means of accessing the live streams on the Implementation

- Web Page. Meeting minutes and a video and audio recording of the meeting will be made available to the public through the Implementation Web Page.
- 8.) The Committee may choose to hold informal or non-public meetings in support of its work, provided that any informal or non-public meetings are in addition to, and not a substitute for, the regular public meetings required by this Consent Order.
- 9.) To ensure the Committee has sufficient information to enable it to fulfill its responsibilities, the District will share with the Committee all Annual Reports filed with the Court and other appropriate (e.g., relevant, reasonably related to the Committee's role) information and documents requested by the Committee, provided that adequate safeguards are taken to prevent disclosure of any confidential or personally identifiable information protected by the Family Educational Rights and Privacy Act ("FERPA") or other applicable privacy laws. The District will respond in a timely manner to information requests made by the Committee.
- 10.) If the Committee believes that the District has unreasonably denied a request for information, the Committee will inform the District of same and the District will, in turn, inform the Plaintiff Parties. Within a reasonable time after receiving such information, the Parties will confer and attempt to resolve the issue.
- 11.) The Committee will use multiple means of receiving input and feedback from parents, students, faculty, staff, and other community members. The Committee's means of receiving input and feedback will include a dedicated Committee email address, a physical mailing address, and other appropriate means. The Committee may also establish and maintain social media accounts. Means of contacting the Committee will be identified prominently on the Implementation Web Page, and the District will

publicize the Committee's contact information through appropriate District communication channels.

- 12.) The Committee will have discretion on whether and how to communicate stakeholder feedback to the District. As part of its operating procedures, the Committee will: establish an email and physical address for the Committee, which can be done with support from the District; ensure continuity of those addresses through member turnover; develop procedures and timetables for responding to stakeholder comments; and protect the anonymity and confidentiality of stakeholder communications when appropriate. To the extent possible, technical or logistical support from the District (*e.g.*, assistance with establishing an e-mail address) will be provided in a manner that preserves confidentiality of communications between the Committee and stakeholders if confidentiality is requested by the Committee.
- 13.) By June 1 of each year, the Committee will provide the District an annual report regarding its assessment of the District's implementation of the Consent Order, except that for the first year of implementation the Committee may provide an abbreviated report or no report, at the Committee's discretion. The Committee's annual report will include any minority or dissenting opinions from members of the Committee on issues discussed in the report. The District will share the Committee's annual report with all Parties and make it publicly available on the Implementation Web Page. In addition, the Committee will contact the Desegregation Coordinator to select a date on which to present and summarize its annual report during a regularly scheduled or specially called public meeting of the Board. Additionally, the District, through the Superintendent or

their designee, will have the right to respond to the Committee's annual report at such Board meeting and/or in writing.

C. Implementation Web Page

- 1.) The District will maintain, and periodically publicize through appropriate channels, an easily accessible link on its website to an Implementation Web Page. The Implementation Web Page will contain links to this Consent Order, the District's Annual Reports, the Desegregation Advisory Committee's annual reports and meeting minutes, and any other information specified in—or otherwise relevant to—this Consent Order.

D. Access to Information and Periodic Meetings

- 1.) The Plaintiff Parties may request additional documents, data, or other information necessary for monitoring the District's compliance with the terms of this Consent Order, including but not limited to any reports or other documentation created or maintained pursuant to this Consent Order. The Plaintiff Parties may have a representative attend any training, professional development, information session, or public meeting provided for by this Consent Order and may conduct site visits and tours of District schools and administrative offices as well as conduct on-site and virtual interviews of employees at mutually agreed upon times. Experts or consultants retained by Plaintiff Parties for the purposes of this litigation may join counsel for Plaintiff Parties in the on-site activities and interviews with District employees described above.
- 2.) Counsel for the District and the Plaintiff Parties will meet and confer at least twice a year to discuss the District's implementation of the terms of this Consent Order and any related issues. The Parties will work collaboratively to initiate the scheduling of

such meetings. These periodic meetings will be an opportunity for the District to highlight noteworthy developments or progress on implementation and compliance, and for any Party to raise questions or concerns, but will not be treated as a substitute for timely communication, notice, or reporting otherwise called for by the terms of this Consent Order.

E. Annual Report

1.) By December 1 of each year, until the Court has released the District from federal supervision, the District will submit an annual report to the Plaintiff Parties and file the same with the Court (“Annual Report”). The Annual Report will include the data and information set forth in the Reporting Section contained within each section of this Consent Order (collectively, “Annual Reporting Obligations”). For administrative convenience, the District’s Annual Reporting Obligations—together with all other recurring reporting obligations—are consolidated and set forth in Appendix F to this Consent Order.

2.) In addition to the Annual Report as formatted for filing with the Court, the District will concurrently produce all data and lists included in the Annual Report to the Plaintiff Parties electronically in Microsoft Excel format or a similar database format agreed to by the Parties.

X.) DISPUTE RESOLUTION

A. The Parties will attempt to resolve disputes informally and in good faith.

B. Parties may seek the assistance of the Court if the Parties are unable to resolve a dispute, including any issue or issues regarding compliance with this Consent Order, within a reasonable period of time.

- C. Failure of the Plaintiff Parties to seek enforcement of this Consent Order with respect to a provision will not be construed as a forfeiture or waiver of the right to request that the Court enforce that provision or any other provision of this Consent Order.

XI.) MODIFICATION AND TERMINATION

- A. Until the District is released from federal supervision, the Court will continue to have supervision of this case to ensure that the District undertakes in good faith the obligations set forth in this Consent Order.
- B. The Parties may move, separately or jointly, for declaration of partial release from federal Court supervision when the District can demonstrate to the Court that it has implemented in good faith applicable provisions of this Consent Order for a reasonable period of time of not less than three (3) years. The Parties may move, separately or jointly, for total release from federal Court supervision when the District can demonstrate to the Court that it has implemented in good faith all provisions of this Consent Order for a reasonable period of time of not less than three (3) years.
- C. Prior to any Party moving for relief from or modification of the terms of this Consent Order, the Party intending to move for such relief or modification will first inform the other Parties of the relief or modification to be sought, and its grounds for seeking such relief. Within a reasonable time thereafter, not to exceed sixty (60) days, the Parties will meet and confer to determine whether they can agree in whole or in part on the relief or modification to be sought.
- D. If the relief intended to be sought is the District's partial or total release from federal Court supervision, the Party seeking the District's partial or total release from federal Court

supervision will provide written notice of its intent to seek such relief and identify the facts and any supporting evidence it intends to rely upon in support of the motion.

- E. If any part of this Consent Order is held to be unlawful or otherwise unenforceable for any reason by a court of competent jurisdiction, such decision will not affect the validity of any other part of this Consent Order.

XII.) EFFECT OF PRIOR ORDERS

- A. All other prior orders are superseded where inconsistent with this Consent Order.