

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

WILLIE BANKS ET AL.

CIVIL ACTION

VERSUS

NO. 65-16173

**ST. JAMES PARISH SCHOOL BOARD
ET AL.**

SECTION: “P” (2)

WRITTEN REASONS

Before the Court is a motion for unitary status filed by Defendant St. James Parish School Board (“School Board” or “District”) in this sixty-year-old school desegregation case.¹ This motion seeks unitary status and a judgment of dismissal in the area of student assignment (“Unitary Status Motion”). The Private Plaintiffs, Kathleen Davis, Rhoda P. Johnson, and Miyoki N. Johnson, on behalf of the Plaintiff class (“Plaintiffs”), oppose the motion.² Plaintiff-Intervenor, the United States of America (“United States” or with Plaintiffs, the “Plaintiff-Parties”), does not oppose the motion.³ Plaintiffs have also filed two motions for further relief: the first seeks additional remedial action regarding student assignment (“Student Assignment Motion”),⁴ and the second seeks remedial action regarding facilities (“Facilities Motion”).⁵

After the three motions were fully briefed, the Court held an evidentiary hearing from April 2, 2024, to April 4, 2024, on the motions.⁶ The parties then submitted post-hearing briefing.⁷ The Court entered an interim order in September 2025 denying the Unitary Status Motion and denying without prejudice the Student Assignment Motion and Facilities Motion.⁸ The interim order

¹ R. Doc. 268.

² R. Doc. 270.

³ R. Doc. 269.

⁴ R. Doc. 273.

⁵ R. Doc. 296.

⁶ R. Docs. 303, 389–91.

⁷ R. Docs. 352, 355.

⁸ R. Doc. 394.

declared that written reasons would follow for each motion.⁹ Before the Court issued written reasons, Defendant St. James Parish School Board appealed the Court’s denial of the Unitary Status Motion in November 2025 to the United States Court of Appeals for the Fifth Circuit.¹⁰ Aware that the Fifth Circuit had issued a briefing notice in connection with the appeal, and that the parties lacked the benefit of the Court’s written reasons, this Court gave formal notice that it would publish detailed written reasons for its interim order no later than February 27, 2026.¹¹ Thus, the Court provides the following written reasons for the Unitary Status Motion and the Student Assignment Motion. The Court will defer its written reasons with respect to the Facilities Motion, which is neither the subject of the appeal nor related to the other two motions previously before the Court.

I. PROCEDURAL BACKGROUND

In the aftermath of *Brown v. Board of Education*,¹² Plaintiffs filed this class action lawsuit in late 1965, seeking to enjoin the School Board from operating a racially segregated public school system in violation of the Fourteenth Amendment.¹³ The United States intervened shortly thereafter.¹⁴ About one month after the action was filed, Judge E. Gordon West held a hearing on Plaintiffs’ motion for preliminary injunction and the United States’s petition for intervention and granted both.¹⁵ On the day of the hearing, Judge West also approved and implemented a “minimum plan for the orderly desegregation” of St. James Parish Schools.¹⁶

⁹ *Id.* at 4.

¹⁰ R. Doc. 404.

¹¹ R. Doc. 420.

¹² 347 U.S. 483 (1954) (holding that segregation of children in public schools on the basis of race deprives children of the minority group of equal educational opportunities and amounts to deprivation of equal protection of the laws guaranteed by the Fourteenth Amendment).

¹³ R. Doc. 1-1 at 4–11.

¹⁴ *Id.* at 12–19.

¹⁵ *Id.* at 31.

¹⁶ *Id.* at 32–37.

Some months later, the case changed hands, and Judge Herbert W. Christenberry briefly presided over the action.¹⁷ Then it changed hands again, at which point Judge Lansing L. Mitchell became the presiding judge.¹⁸ In July 1967, Judge Mitchell issued a detailed decree outlining the “affirmative” steps the District was to take “to disestablish all school segregation and to eliminate the effects of the dual school system” in the permanent enjoinder of “discriminatio[n] on the basis of race or color in the operation of the St. James Parish School Board.”¹⁹ The decree required the District to permit inter-school transfers regardless of race and to provide remedial education to students affected by previous segregation.²⁰ It also prohibited segregation in services, facilities, activities, or programs and in the hiring, assignment, and dismissal of faculty and staff, and contained reporting requirements in the aforementioned areas.²¹

Most pertinently, the decree implemented the “freedom of choice plan of student assignment,”²² where all students, “both white and Negro,” were “required to exercise a free choice of schools annually.”²³ After reports revealed that, despite freedom of choice, schools remained largely segregated, and thus demonstrated that the plan was “not serving to eliminate the dual system,”²⁴ Judge Mitchell ordered, among other things, the assignment of students to schools based on geographic attendance zones or pairing of schools and/or grades, but maintained that “no school . . . shall be attended only by students of the Negro race.”²⁵ After the 1967 decree, Judge

¹⁷ *See id.* at 112–13.

¹⁸ *See, e.g., id.* at 116.

¹⁹ *Id.* at 143–56.

²⁰ *See id.* at 150–51.

²¹ *See id.* at 151–56. The United States appealed a portion of the decree, and pursuant to the United States Court of Appeals’ ruling, several sections of the decree were amended. *See* R. Docs. 1-1 at 182, 201–02.

²² *Id.* at 251.

²³ *Id.* at 144–50.

²⁴ *Id.* at 251.

²⁵ R. Doc. 1-2 at 26.

Mitchell continued to preside over the action until January 1978, issuing various orders that kept with student assignment based on geographic zones and school consolidation.²⁶

For unknown reasons, the action remained dormant from the beginning of 1978 until the end of 2002, when the District sought the Court's permission to implement a new educational plan.²⁷ Judge Martin L.C. Feldman, who had been assigned the action, and who would preside over it for the next 20 years, granted the motion.²⁸ Over the next several years, Judge Feldman ruled on several motions regarding student assignment.²⁹

In 2015, the parties "agreed to negotiate a proposed Consent Order that would identify what the Plaintiff Parties considered to be the District's outstanding desegregation obligations and the measures necessary to satisfy those obligations and achieve unitary status."³⁰ In 2017, the Court entered a consent order that governed student assignment, including the administration of student discipline; faculty assignment; staff assignment; facilities; and extracurricular activities.³¹ The 2017 consent order also granted the District a declaration of unitary status in the area of transportation.³² Roughly six months later, Judge Feldman declared the District unitary in the area of extracurricular activities and dismissed the injunction in that area and the area of transportation.³³

In August 2020, the District moved for unitary status in the areas of student assignment, staff assignment, and facilities.³⁴ Then, in November 2020, it moved for unitary status and a

²⁶ See, e.g., R. Doc. 1-2 at 48–50.

²⁷ R. Doc. 1-2 at 71–87.

²⁸ R. Doc. 1-2 at 88.

²⁹ See R. Doc. 128 at 2 (" . . . Order, dated Jan. 3, 2002 (authorizing magnet program); Order, dated Aug. 6, 2003 (ordering reassignment of certain junior high students and expansion of magnet program); Order, dated Mar. 14, 2012 (authorizing magnet program) (R. Doc. 79)).

³⁰ *Id.*

³¹ R. Doc. 128.

³² R. Doc. 128 at 3.

³³ R. Doc. 128 at 132.

³⁴ R. Doc. 153.

judgment of dismissal in the area of discipline.³⁵ These 2020 motions were later withdrawn, however, and a consent order amending the 2017 consent order was issued in 2021.³⁶ After the 2021 order, the parties worked with the magistrate judge to reach agreements in the areas of student discipline, faculty assignment, staff assignment, and facilities.³⁷

Following the death of Judge Feldman in January 2022, this case was transferred to Judge Sarah S. Vance, who presided over the action until shortly after the Unitary Status Motion was filed in May 2023.³⁸ The case was then transferred to the undersigned in June 2023 upon his taking the bench.³⁹ Approximately a month later, the undersigned issued an order modifying the 2017 and 2021 consent orders, which addressed, among other things, issues related to administration of student discipline, facilities, faculty assignment, and staff assignment.⁴⁰ Approximately four months later, an order and judgment was issued declaring the District unitary in the area of staff assignment, which terminated this Court's supervision over that area.⁴¹ Now, with the areas of staff assignment, extracurricular activities, and transportation having been declared unitary, the only areas remaining under this Court's supervision are student assignment, including student discipline; faculty assignment; and facilities.⁴² The instant motion, however, concerns only the area of student assignment.⁴³

³⁵ R. Doc. 179.

³⁶ R. Doc. 214.

³⁷ R. Doc. 266.

³⁸ R. Doc. 268.

³⁹ R. Doc. 271. This makes the undersigned the sixth federal judge to preside over this longstanding action.

⁴⁰ R. Doc. 279.

⁴¹ R. Doc. 293.

⁴² On May 30, 2025, the Court approved a scheduling order related to the potential resolution of the areas of faculty assignment and student discipline. R. Doc. 387.

⁴³ R. Doc. 268.

II. LEGAL STANDARDS

A. Achieving Unitary Status

In a school desegregation case, “the Supreme Court has instructed that the ultimate goal of litigation is to ‘transition to a unitary, nonracial system of public education.’”⁴⁴ The Supreme Court, in recognizing that “unitary” status is “not a precise concept,”⁴⁵ has instructed that certain features of a school system must be freed from racial discrimination before the school system can be said to have successfully completed the desegregation process.⁴⁶ Named after the decision from which they stem, these features have come to be known as the “*Green* factors” and include the following areas of school operations: student assignment, faculty assignment, staff assignment, facilities and resources, transportation, and extracurricular activities.⁴⁷ In addition to the *Green* factors, “[o]ther ancillary factors, such as quality of education, are also relevant.”⁴⁸

With that being said, federal court supervision of a local school system is intended to be a temporary measure.⁴⁹ As such, a federal court should return control of a school district to its school board as soon as unitary status has been achieved.⁵⁰ To that end, the United States Court of Appeals for the Fifth Circuit and Louisiana’s federal district courts have repeatedly made clear that “the law does not require that all schools in a district be racially balanced as a prerequisite to unitary status.”⁵¹ Indeed, “the constitutional command to desegregate schools does not mean that every

⁴⁴ *Borel on behalf of AL v. Sch. Bd. Saint Martin Par.*, 44 F.4th 307, 313 (5th Cir. 2022) (quoting *Green v. Cnty. Sch. Bd. of New Kent Cnty., Va.*, 391 U.S. 430, 436 (1968)).

⁴⁵ *Freeman v. Pitts*, 503 U.S.467, 487 (1992).

⁴⁶ *Green*, 391 U.S. at 435.

⁴⁷ *Id.* at 435.

⁴⁸ *Borel*, 44 F.4th at 314 (citing *Freeman*, 503 U.S. at 482–83).

⁴⁹ *Freeman*, 503 U.S. at 489 (citing *Bd. of Educ. of Oklahoma City Pub. Schs., Indep. Sch. Dist. No. 89, Oklahoma Cnty., Okl. v. Dowell*, 498 U.S. 237, 247 (1991)).

⁵⁰ *Moore v. Tangipahoa Par. Sch. Bd.*, 921 F.3d 545, 549 (5th Cir. 2019).

⁵¹ See *Taylor v. Ouachita Par. Sch. Bd.*, 965 F. Supp. 2d 758, 767 (W.D. La. 2013) (citing *Anderson v. Sch. Bd. of Madison Cnty.*, 517 F.3d 292, 298 (5th Cir. 2008)); *United States v. Morehouse Par. Sch. Bd.*, No. CIV.A. 69-14429, 2013 WL 791578, at *4 (W.D. La. Mar. 4, 2013); see also *United States v. Franklin Par. Sch. Bd.*, No. CIV.A. 70-15632, 2013 WL 4017093, at *9 (W.D. La. Aug. 6, 2013).

school in every community must always reflect the racial composition of the school system as a whole.”⁵² And the Fifth Circuit has explained “that ‘awkward,’ ‘inconvenient,’ or ‘even bizarre’ measures” need not “be employed to achieve racially balanced school assignments ‘in the late phases of carrying out a decree, when the imbalance is attributable neither to the prior *de jure* system nor to a later violation by the school district but rather to independent demographic forces.”⁵³ Rather, the objective of unitary status is “to cure the continuing effects of the dual school system, not to achieve an ideal racial balance.”⁵⁴

“To achieve unitary status in each of [the *Green*] areas, a defendant district is required to demonstrate that it has (1) ‘complied in good faith with desegregation orders’ for a period of at least three years and (2) ‘eliminated the vestiges of prior *de jure* segregation to the extent practicable.”⁵⁵ That is, the burden is on the District to establish that it has acted in good faith and dismantled its prior *de jure* system. To satisfy the compliance prong, the District must show “both past good-faith compliance and an ongoing commitment to integration.”⁵⁶ “[A] period of three years without circumstances adverse to desegregation is adequate to show a reasonable period of time acting in good faith.”⁵⁷ Under the vestiges prong, “[a] school district has eliminated the vestiges of past discrimination to the extent practicable when it has made ‘every reasonable effort . . . to eradicate segregation and its insidious residue.’”⁵⁸ This means “[t]he school district bears

⁵² *Monteilh v. St. Landry Par. Sch. Bd.*, 848 F.2d 625, 632 (5th Cir. 1988) (citing *Swann v. Charlotte-Mecklenburg Bd. of Ed.*, 402 U.S. 1, 24 (1971)).

⁵³ *Hull v. Quitman Cnty. Bd. of Educ.*, 1 F.3d 1450, 1454 (5th Cir. 1993) (quoting *Freeman*, 503 U.S. at 493).

⁵⁴ *Lee v. Tuscaloosa City Sch. Sys.*, 576 F.2d 39, 41 (5th Cir. 1978) (citing *Dayton Bd. of Ed. v. Brinkman*, 433 U.S. 406, 419–20 (1977); *Swann*, 402 U.S. at 24).

⁵⁵ *Borel on behalf of AL v. Sch. Bd. Saint Martin Par.*, 44 F.4th 307, 314 (5th Cir. 2022) (quoting *Anderson*, 517 F.3d at 297) (citing *United States v. Fletcher by Fletcher*, 882 F.3d 151, 157–60 (5th Cir. 2018)).

⁵⁶ *Thomas v. Sch. Bd. St. Martin Par.*, 544 F. Supp. 3d 651, 663 (W.D. La. 2021), *aff’d in part, rev’d in part and remanded sub nom. Borel on behalf of AL v. Sch. Bd. Saint Martin Par.*, 44 F.4th 307 (5th Cir. 2022) (citing *Freeman*, 503 U.S. at 498–99).

⁵⁷ *Thomas*, 544 F. Supp. 3d at 663 (citing *Bd. of Educ. of Oklahoma City Pub. Schs., Indep. Sch. Dist. No. 89, Oklahoma Cnty., Okl. v. Dowell*, 498 U.S. 237, 248 (1991); *Flax v. Potts*, 915 F.2d 155, 158 (5th Cir. 1990); *Monteilh*, 848 F.2d at 629).

⁵⁸ *Fletcher*, 805 F.3d at 601 (quoting *Ross v. Houston Indep. Sch. Dist.*, 699 F.2d 218, 227–28 (5th Cir. 1983)).

the burden of showing that any current [racial] imbalance is not traceable, in a proximate way, to the prior [constitutional] violation.”⁵⁹

B. Interpreting a Consent Order

“Consent decrees are hybrid creatures, part contract and part judicial decree.”⁶⁰ “Because of this hybrid nature, the Fifth Circuit has held, in numerous contexts, that in interpreting a consent decree, the Court should apply basic rules of contract interpretation and construction, while also keeping in mind that the decree functions as an enforceable judicial order.”⁶¹ Thus, “parties may fairly expect such orders to be enforced as both a contract and a judicial decree.”⁶² Fundamentally, however, a consent decree is a voluntary agreement, and “it is this agreement of the parties, rather than the force of the law upon which the complaint was originally based, that creates the obligations embodied in a consent decree.”⁶³

“[T]he scope of a consent decree must be discerned within its four corners, and not by reference to what might satisfy the purposes of one of the parties to it.”⁶⁴ Generally, “in desegregation cases, ‘[t]he scope of [a] consent decree, and the scope of th[e] case, is limited to eliminating the vestiges of *de jure* segregation in [the] parish.’”⁶⁵

⁵⁹ *Freeman*, 503 U.S. at 494.

⁶⁰ *Smith v. Sch. Bd. of Concordia Par.*, 906 F.3d 327, 334 (5th Cir. 2018) (citing *Loc. No. 93, Int'l Ass'n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland*, 478 U.S. 501, 519 (1986)).

⁶¹ *Chisom v. Jindal*, 890 F. Supp. 2d 696, 712 (E.D. La. 2012) (collecting cases).

⁶² *Moore v. Tangipahoa Par. Sch. Bd.*, 864 F.3d 401, 407 (citing *Frew ex rel. Frew v. Hawkins*, 540 U.S. 431, 437 (2004)).

⁶³ *Smith*, 906 F.3d at 334 (quoting *Loc. No. 93*, 478 U.S. at 521–22).

⁶⁴ *United States v. Armour & Co.*, 402 U.S. 673, 682 (1971).

⁶⁵ *Thomas v. Sch. Bd. St. Martin Par.*, 544 F. Supp. 3d 651, 664 (W.D. La. 2021), *aff'd in part, rev'd in part and remanded sub nom. Borel on behalf of AL v. Sch. Bd. Saint Martin Par.*, 44 F.4th 307 (5th Cir. 2022) (quoting *Smith*, 906 F.3d at 336).

C. Requirements for Further Relief

In *Brown II*, the Supreme Court laid down the basic rule regarding federal courts’ remedial powers in eliminating *de jure* school segregation: “In fashioning and effectuating the (desegregation) decrees, the courts will be guided by equitable principles.”⁶⁶ Then, in *Milliken v. Bradley*, the U.S. Supreme Court outlined three factors federal courts must focus on when applying such “equitable principles.”⁶⁷ First, “the nature of the desegregation remedy is to be determined by the nature and scope of the constitutional violation.”⁶⁸ “Second, the decree must indeed be remedial in nature, that is, it must be designed as nearly as possible ‘to restore the victims of discriminatory conduct to the position they would have occupied in the absence of such conduct.’”⁶⁹ Third, the court, in devising a remedy, “must take into account the interests of state and local authorities in managing their own affairs, consistent with the Constitution.”⁷⁰ “If, however, ‘school authorities fail in their affirmative obligations . . . judicial authority may be invoked.’”⁷¹ “Since the ultimate objective of the remedy is to make whole the victims of unlawful conduct, federal courts are authorized to implement plans that promise ‘realistically to work now.’”⁷² Thus, ““(t)here are undoubted practical as well as legal limits to the remedial powers of federal courts in school desegregation cases.”⁷³

⁶⁶ *Milliken v. Bradley (Milliken II)*, 433 U.S. 267, 279–80 (1977) (quoting *Brown v. Bd. of Educ. of Topeka, Kan.*, 349 U.S. 294, 300 (1955)).

⁶⁷ *Id.* at 280.

⁶⁸ *Id.* (citing *Swann v. Charlotte-Mecklenburg Bd. of Ed.*, 402 U.S. 1, 16 (1971)).

⁶⁹ *Milliken II*, 433 U.S. at 280 (citing *Milliken v. Bradley (Milliken I)*, 418 U.S. 717, 746 (1974)).

⁷⁰ *Milliken II*, 433 U.S. at 280–81.

⁷¹ *Id.* at 281 (quoting *Swann*, 402 U.S. at 15).

⁷² *Milliken II*, 433 U.S. at 281 n.15 (quoting *Green v. Cnty. Sch. Bd. of New Kent Cnty., Va.*, 391 U.S. 430, 439 (1968)).

⁷³ *Milliken II*, 433 U.S. at 280 n.15 (quoting *Milliken I*, 418 U.S. at 763).

III. UNITARY STATUS – STUDENT ASSIGNMENT

A. Background

St. James Parish School District is a small, mostly rural school district contiguous with the geographic boundaries of St. James Parish, Louisiana.⁷⁴ The Mississippi River runs through the length of the school district, creating two banks, the “East Bank” and the “West Bank.”⁷⁵ The District, which is comprised of eight schools, maintains three elementary schools and one high school on each bank.⁷⁶ Accordingly, prior to the 2017 Consent Order, each bank was divided into three elementary-school attendance zones for students in grades pre-kindergarten (“PK”) through sixth.⁷⁷ In other words, on each bank, students in grades PK through sixth were assigned to one of three schools based on their residence, and students in grades seventh through twelfth attended that bank’s sole high school.⁷⁸ On the West Bank, elementary school students were assigned to either Fifth Ward Elementary School (“Fifth Ward”), Sixth Ward Elementary School (“Sixth Ward”), or Vacherie Elementary School (“Vacherie Elementary”), and high school students were assigned to St. James High School.⁷⁹ On the East Bank, elementary school students were assigned to either Paulina Elementary School (“Paulina Elementary”), Lutchet Elementary School (“Lutchet Elementary”), or Gramercy Elementary School (“Gramercy Elementary”), and high school students were assigned to Lutchet High School.⁸⁰ Additionally, a magnet program was

⁷⁴ The Court takes judicial notice of this fact, as this fact is generally known within this jurisdiction and not subject to reasonable dispute. Fed. R. Evid. 201(b)(1).

⁷⁵ Tr. 48: 21–22 (Cook).

⁷⁶ Tr. 48: 21–25, 49: 1–25 (Cook).

⁷⁷ R. Doc. 128, pt. I, ¶ 2.

⁷⁸ *Id.*

⁷⁹ *Id.*, pt. I, ¶¶ 1–2.

⁸⁰ *Id.* Because of the limited number of sixth graders who resided in Lutchet’s attendance zone, Lutchet Elementary served only PK through fifth grade; sixth graders who resided in Lutchet’s attendance zone attended either Paulina Elementary or Gramercy Elementary. *Id.*, pt. I, ¶ 2 n.2.

located at Gramercy Elementary; unlike the elementary and high schools, this program enrolled students residing throughout the school district.⁸¹

As of October 2016, the racial composition of district-wide student enrollment was 62% Black, 35% White, and 3% other races.⁸² On the West Bank, the racial composition was predominantly Black, with 77% of students being Black, 19% White, and 4% other races.⁸³ On the East Bank, the racial composition was 53% Black, 45% White, and 2% other races.⁸⁴ The demographics of each school are shown in the table below. As demonstrated by the table, three schools—Lutcher Elementary, Fifth Ward, and Sixth Ward—were virtually all Black.

Student Enrollment by School (As of October 1, 2016)⁸⁵

School	Grade	Black	%B	White	%W	Other	%O	Total
<i>East Bank</i>	PK-12							
Gramercy ES	PK-6	351	58%	239	40%	14	2%	604
Lutcher ES	PK-5	151	94%	9	6%	1	1%	161
Paulina ES	PK-6	290	42%	374	54%	25	4%	689
Lutcher HS	7-12	513	51%	475	47%	16	2%	1004
Total East Bank		1305	53%	1097	45%	56	2%	2458
<i>West Bank</i>	PK-12							
Fifth Ward ES	PK-6	137	99%	1	1%	0	0%	138
Sixth Ward ES	PK-6	316	95%	7	2%	8	2%	331
Vacherie ES	PK-6	168	50%	141	42%	26	8%	335
St. James HS	7-12	515	78%	125	19%	23	3%	663
Total West Bank		1136	77%	274	19%	57	4%	1467
Total District		2441	62%	1371	35%	113	3%	3925

⁸¹ *Id.*, pt. I, ¶ 2.

⁸² *Id.*, pt. I, ¶ 3.

⁸³ *Id.*

⁸⁴ *Id.*

⁸⁵ *Id.*, pt. I, Table 1.

B. The 2017 and 2021 Consent Orders

a. The 2017 Consent Order

The 2017 consent order outlined the District's outstanding obligations in the areas of student assignment,⁸⁶ including student discipline⁸⁷; facilities⁸⁸; faculty and staff assignments⁸⁹, and extracurricular activities.⁹⁰ Relevant here is student assignment.

At the time of the 2017 order, “the District ha[d] not met its desegregation obligations with regard to student assignment at [the] three virtually all black schools[]”: Fifth Ward, Sixth Ward, and Lutcher Elementary.⁹¹ Thus, the Court found, and the parties agreed to, the following two provisions:

[A] school's plus or minus fifteen percentage point (+/- 15%) variance from the district-wide student racial enrollment provides a reasonable starting point for determining whether a student assignment plan will further desegregation to the extent practicable at Fifth Ward, Sixth Ward, and Lutcher Elementary.⁹²

[T]he geographic features of the District (specifically, the difficulty in commuting between the West and East Banks because the Mississippi River divides the two banks) are relevant when evaluating whether schools are desegregated. Therefore, in determining whether a school is desegregated, it is relevant to compare its enrollment by race to both district-wide student enrollment and to the enrollment for the bank of the Mississippi River on which that school is located.⁹³

Additionally, the Court approved, and the parties agreed to, restructuring the student assignment plan for each bank beginning in the 2018-2019 school year.⁹⁴ On the West Bank, Vacherie Elementary would serve all students in grades PK through third; Sixth Ward would serve all students in grades fourth through sixth; and St. James High School would continue to serve all

⁸⁶ *Id.*, pt. I.

⁸⁷ *Id.*, pt. IV.

⁸⁸ *Id.*, pt. II.

⁸⁹ *Id.*, pt. III.

⁹⁰ *Id.*, pt. V.

⁹¹ *Id.*, pt. I, ¶ 4.

⁹² *Id.*, pt. I, ¶ 5 (citing *Davis v. East Baton Rouge Sch. Bd.*, 721 F.2d 1425, 1431 (5th Cir. 1983)).

⁹³ *Id.*, pt. I, ¶ 6.

⁹⁴ *Id.*, pt. I, ¶ 7.

students in grades seventh through twelfth.⁹⁵ Further, it was agreed to, and ordered, that Fifth Ward would operate as a “literacy academy program” and, in conjunction with that change, be renamed “St. Louis Math and Reading Academy” (“St. Louis”).⁹⁶ Students residing in Fifth Ward’s attendance zone would be assigned to St. Louis, but St. Louis was to also serve, and the District was to provide transportation to, any student in the school district in grades PK through third who wanted to participate in the program.⁹⁷ Students residing in St. Louis’s attendance zone, however, could opt to attend, and receive transportation to, Vacherie Elementary instead.⁹⁸

On the East Bank, Paulina Elementary would serve all students in grades PK through third; Gramercy Elementary would serve all students in grades fourth through sixth; and Lutcher High School would continue to serve all students in grades seventh through twelfth.⁹⁹ Similar to the Fifth Ward-St. Louis transformation, it was agreed to, and ordered, that Lutcher would operate as a Montessori program and, in conjunction, be renamed “Cypress Grove Montessori” (“Cypress Grove”).¹⁰⁰ And like St. Louis, Cypress Grove was to serve, and the District was to provide transportation to, any student in the District in grades PK through third who wanted to participate in the program.¹⁰¹ Unlike St. Louis, however, students in Lutcher’s attendance zone would *not* be assigned to Cypress Grove; instead, those students were only to be offered “priority admission.”¹⁰² Significantly, then, Lutcher Elementary was to be an “empty out” school, meaning all students who were formerly assigned to Lutcher were not automatically assigned to Cypress Grove, unlike its virtually all-Black counterparts, Fifth Ward (now St. Louis) and Sixth Ward.

⁹⁵ *Id.*, pt. I, ¶ 7(a).

⁹⁶ *Id.*

⁹⁷ *Id.*

⁹⁸ *Id.*, pt. I, ¶ 10.

⁹⁹ *Id.*, pt. I, ¶ 7(b).

¹⁰⁰ *Id.*

¹⁰¹ *Id.*

¹⁰² *Id.*

Notably, the 2017 consent order specifically stated that “Cypress Grove Montessori shall have the facilities, financial and material resources, and trained faculty and staff necessary to establish and maintain a Montessori program[,]”¹⁰³ and specifically prohibited Cypress Grove’s “selection and enrollment” from “caus[ing] the percentage representation of any racial group to differ by more than plus or minus 15 percentage points (+/-15%) from the overall East Bank student racial enrollment.”¹⁰⁴ This is notable because no such language was included in the provision regarding the creation of St. Louis and its literacy academy program.¹⁰⁵

Finally, the 2017 Order addressed inter- and intra-district transfers, stating:

To the extent that the Board grants inter-district or intra-district transfers to students attending public schools, it shall do so on a non-discriminatory basis, and it shall not consent to transfers which have a cumulative effect of reducing desegregation or increasing racial isolation. The Board may adopt a majority-to-minority or other desegregative student transfer program to reduce racial isolation.¹⁰⁶

The 2017 consent order also imposed on the District various reporting requirements regarding, among other things, overall compliance, school enrollment, class enrollment, transfers, and student discipline.¹⁰⁷

b. 2021 Consent Order

The 2021 consent order amended only a few provisions of the 2017 consent order, which remains in effect.¹⁰⁸ Specifically regarding student assignment, the 2021 order modified the District’s obligations regarding classroom assignment. The School Board’s position was inserted as its own preliminary paragraph:

The Board avers that it utilizes a racially neutral method of classroom assignment that is educationally sound, does not result in racially segregated classrooms and is

¹⁰³ *Id.*

¹⁰⁴ *Id.*

¹⁰⁵ *Cf. id.*, pt. I, ¶ 7(a).

¹⁰⁶ *Id.*, pt. I, ¶ 10.

¹⁰⁷ *Id.*, pt. VII, ¶ 48.

¹⁰⁸ R. Doc. 214 ¶ B.

otherwise nondiscriminatory, and does not negatively impact its desegregation obligations¹⁰⁹

Following was a paragraph containing reporting requirements for classroom assignment in the high schools.¹¹⁰ The reporting requirements created obligations for the District. In addition to providing written reports that included “cop[ies] of complete classroom assignment student rosters by class,” the District had to review each roster, by race, and

identif[y] any instance in which more than one class/section of the same course has percentages of black students that vary by more than 20% from the percentage of black students taking the course, and explain the reasons for such variations, including what steps were taken to address the variance or why it was not practicable to make alternative assignments.¹¹¹

Thus, the District agreed to use a 20% benchmark for classroom assignment, but “only to identify situations that warrant further inquiry,” and specifically declined to “concede that 20% is the standard to measure whether the class assignment is discriminatory as a legal matter”¹¹²

C. Pending Motion

a. The District’s Motion for Unitary Status

In May 2023, nearly two years after Judge Feldman issued the 2021 consent order, the District filed the Unitary Status Motion in the area of student assignment, excluding student discipline.¹¹³ In sum, the District avers that it has complied with the 2017 and 2021 consent orders in good faith and eliminated desegregation to the extent practicable, and thus is entitled to a declaration of unitary status and a dismissal of the desegregation injunction in that area. The District supports its motion by detailing the steps it has taken to comply with the 2017 and 2021 consent orders and highlighting the success it has had in achieving the goals set by the consent

¹⁰⁹ *Id.* ¶ D(10)(a).

¹¹⁰ R. Doc. 214 ¶ D(10)(b).

¹¹¹ *Id.* ¶ D(10)(b)(2).

¹¹² *Id.*

¹¹³ R. Doc. 268.

orders.¹¹⁴ Even when the District has failed to fully meet each goal in the consent orders, it argues that it nevertheless complied in good faith with the terms of the consent orders and has, to the extent practicable, eliminated the vestiges of prior *de jure* segregation in the areas of between-school student assignment and classroom assignment.¹¹⁵

For between-school assignment, the District focuses on its desegregation efforts in the three virtually all-Black schools that were the center of the 2017 consent order's Student Assignment section: Fifth Ward, now St. Louis; Sixth Ward; and Lutch Elementary, now Cypress Grove. The motion calls Cypress Grove, which it alleges "is within the racial percentage goal set forth in the 2017 Consent Order," "a bona fide success" and "a testament to the good faith efforts of the [School] Board in this matter."¹¹⁶

The District then turns its attention to Sixth Ward Elementary, which was 80.0% Black during the 2022-2023 school year. Although "[t]his school is slightly outside of the plus/minus 15% analysis compared to the total district percentage of Black students," the District attributes the deviation to the racial percentage of the West Bank, noting that Sixth Ward "is within 5% of the percentage of Black students on the West Bank."¹¹⁷ Because Sixth Ward "is within the West Bank goals set in the 2017 Consent Order and only slightly outside the Districtwide goal,"¹¹⁸ the District maintains that the School Board, in addition to complying with the 2017 consent order in good faith, "has desegregated this school to the extent practicable."¹¹⁹

Finally, the District addresses St. Louis, which was 95.3% Black during the 2022-2023 school year. First, the District contends that the School Board initiated a literacy academy program,

¹¹⁴ R. Doc. 268-1 at 9–12.

¹¹⁵ R. Doc. 268-1 at 14.

¹¹⁶ *Id.* at 11.

¹¹⁷ *Id.*

¹¹⁸ *Id.*

¹¹⁹ *Id.* at 12.

as required by the 2017 consent order, and that “this program has been in place since the 2018-2019 school year.”¹²⁰ The District notes that the 2017 consent order did not designate St. Louis as a magnet program or magnet school.¹²¹ Second, the District notes “one critical difference” between St. Louis and its special-program counterpart, Cypress Grove: While Cypress Grove was an empty-out school, the students formerly assigned to Fifth Ward remained at St. Louis and did not have to reapply to participate in the literacy academy program.¹²² Finally, the District notes that parents who opted out of St. Louis would have had to put their young children on a bus for approximately 90 to 120 minutes a day.¹²³ The District blames its failure to meet the +/- 15% goal on the fact that “this is a geographically isolated community, with a single nearby school that is reasonably accessible for families with small children.”¹²⁴ The District also stresses that students attending St. Louis will attend more racially diverse schools in later grades.¹²⁵ Accordingly, the District contends that it has desegregated St. Louis to the extent practicable.¹²⁶

As to classroom assignment, the District remarks that, “unlike between school assignment which typically has a plus or minus demographic goal . . . , there is no precedent that establishes a demographic goal for classroom assignment” and that classroom assignment analysis is usually “less stringent” than student assignment analysis at the school level.¹²⁷ The District contends that the School Board submitted reports in compliance with the 2021 consent order, including providing reasons for variances of more than 20%.¹²⁸ The District also enumerates steps it took in this area, such as taking “more centralized control of student scheduling” and having high schools

¹²⁰ *Id.*

¹²¹ *Id.*

¹²² *Id.*

¹²³ *Id.*

¹²⁴ *Id.* at 13.

¹²⁵ *Id.*

¹²⁶ *Id.* at 14.

¹²⁷ *Id.* (quoting *United States v. Jefferson Cnty. Sch. Dist.*, 63 F. Supp. 3d 1346, 1351 (N.D. Fla. 2014)).

¹²⁸ *Id.* at 15.

“expand[] their use of computer scheduling to further randomize the scheduling process and work[] with District administration to modify student schedules when educationally appropriate.”¹²⁹ “These efforts led to Plaintiffs having limited questions in response to the [School] Board’s July 2022 Class Assignment Report, to which the Board responded.”¹³⁰ Thus, according to the District, “[t]he clear and convincing evidence demonstrates that the Board has complied with its desegregation obligations in the area of class assignment,” and therefore, the School Board has achieved unitary status in the area of classroom assignment.¹³¹

b. Plaintiffs’ Opposition

Plaintiffs oppose the District’s Unitary Status Motion under both the compliance prong and vestiges prong.¹³² Plaintiffs contend that while the District has made some “modest progress” since 2017, it has not fully complied with the consent orders, nor eliminated the vestiges of racial discrimination in student assignment.

First, Plaintiffs contend that the District failed to comply in good faith with the 2017 consent order regarding the desegregation of St. Louis and Sixth Ward.¹³³ In support of this contention, Plaintiffs assert three main failures on the part of the District: (1) failure to desegregate its single-race black schools in accordance with the +/-15% standard; (2) failure to maintain St. Louis’s literacy academy program; and (3) failure to administer its transfer program in a manner that would prevent inter-district student transfers from substantially increasing the racial identifiability of St. Louis.¹³⁴

¹²⁹ *Id.*

¹³⁰ *Id.*

¹³¹ *Id.* at 16.

¹³² See R. Doc. 270. Intervenor, the United States of America, does not oppose the District’s Unitary Status Motion. R. Doc. 269 at 3.

¹³³ R. Doc. 270 at 12.

¹³⁴ *Id.* at 7–8.

Second, Plaintiffs argue that the District has not eliminated discrimination to the extent practicable because the District failed to (1) explore practicable alternative measures to desegregate St. Louis, Sixth Ward, and Cypress Grove, (2) demonstrate its ongoing commitment to desegregation at Cypress Grove, which they allege is “now a racially identifiable white school,” and (3) eliminate racial discrimination in class assignments.¹³⁵ Plaintiffs specifically rebuke the District’s argument that St. Louis is too geographically isolated, asserting the argument is undermined by the fact that students transferred from the East Bank to St. Louis and that every day the District transports students residing near St. Louis to St. James High School in Vacherie.¹³⁶

As to class assignments, Plaintiffs assert that Black students are under-identified as gifted and talented and, on the flip side, that White students are over-represented in the gifted and talented program.¹³⁷ Because “[t]he District has provided no evidence to demonstrate that these stark disparities do not result from racial discrimination,” Plaintiffs argue that the District “thus has not met its burden to demonstrate it is unitary.”¹³⁸

Plaintiffs cite the interdependency of the *Green* factors as an additional reason to deny unitary status as to classroom assignment: because “school assignment and classroom assignment are inextricably linked components of the student assignment factor,” “the District’s failure to prove it is unitary with regard to between school assignment and other areas[] further supports denying unitary status in the area of classroom assignment.”¹³⁹

¹³⁵ *Id.* at 19–28.

¹³⁶ *Id.* at 22–23

¹³⁷ *Id.* at 28–29.

¹³⁸ *Id.* at 28.

¹³⁹ *Id.*

D. Facts

During the April 2024 hearing, the parties introduced over 90 exhibits,¹⁴⁰ and the Court heard testimony from nine witnesses.¹⁴¹ Those nine witnesses included Kelly Cook, Chief of Human Resources and Risk Management; Anne Detillier, Chief Academic Officer; Chakira Brown, Seventh- and Eighth-Grade Associate Principal at St. James High School; Chris Kimball, Superintendent of Schools; Kelly Richardson, “High School Scheduler” for St. James Parish Schools; Cynthia Joseph, Principal of St. Louis Academy; Senecca Boudreaux, Director of Special Education; Clyde Cooper, St. James Parish councilman and long-time resident of St. James Parish; and Erica Frankenberg Kissling, tenured professor at Penn State University, where she holds several roles.¹⁴² Having considered the testimony presented, the exhibits admitted into evidence, and the facts of which the Court takes judicial notice pursuant to Federal Rule of Evidence 201, the Court makes the following findings of fact.

a. St. James Parish: A River Runs Through It

St. James Parish is a largely rural, industrial parish in southern Louisiana with a population of approximately 20,000 people.¹⁴³ Located roughly 45 miles¹⁴⁴ from New Orleans, it is bordered on the north and northwest by Ascension Parish, on the west and southwest by Assumption Parish, on the south by Lafourche Parish, and on the east by St. John the Baptist Parish.¹⁴⁵ As previously stated, the Mississippi River runs the length of it, completely dividing the parish into two banks, the East Bank and the West Bank. The banks consist of several small towns and even smaller

¹⁴⁰ See R. Doc. 410.

¹⁴¹ See R. Docs. 389–91.

¹⁴² *Id.*

¹⁴³ See Fed. R. Evid. 201(b).

¹⁴⁴ When the Court speaks of “miles,” it is speaking in terms of “road miles,” not the straight-line distance between two points.

¹⁴⁵ See *id.*

communities, including Gramercy, Lutchter, Paulina, Convent, Romeville, and Union on the East Bank, and Vacherie (which consists of North Vacherie and South Vacherie), St. James, Moonshine, and Welcome on the West Bank.¹⁴⁶

The State of Louisiana once operated ferries that shuttled traffic and passengers across the river, but now the only means of crossing are two large bridges that span the width of the river and are located at almost opposite ends of the parish.¹⁴⁷ The Sunshine Bridge, which carries Louisiana Highway 70, is located near the northwestern edge of the parish, very close to its boundary with Ascension Parish, and the Veteran's Memorial Bridge, or Gramercy Bridge, which carries Louisiana Highway 3213, is located near the southeastern corner of the parish, into St. John the Baptist Parish, and opposite from the Sunshine Bridge.¹⁴⁸ The river, which can be crossed in only two places, poses a transportation obstacle for those wanting to cross to the other bank, as the bridges are distant from each other and can be accessed by only a limited number of roadways.¹⁴⁹ The primary traffic arteries connecting the communities where the parish's schools are located, and upon which students must travel, are Louisiana Highway 44 and "River Road," or Louisiana Highway 18. Highway 44 runs along the east bank of the river and across the length of St. James Parish, and River Road runs along the west bank of the river for the length the parish.¹⁵⁰

As stated above, three elementary schools and one high school are located on each bank of the river, but the geographic configuration of the schools on each bank is different. On the West Bank, St. Louis and Vacherie Elementary, both of which serve students in grades PK through third, provide reference points. St. Louis is located near Welcome at the southwestern edge of the parish,

¹⁴⁶ R. Doc. 389.

¹⁴⁷ Tr. 289:7–10 (Kimball).

¹⁴⁸ Tr. 104:12–16 (Cook).

¹⁴⁹ See Fed. R. Evid. 201(b).

¹⁵⁰ Tr. 100: 22–24 (Cook).

roughly 20 miles from Vacherie Elementary and about 14 miles from Sixth Ward, the West Bank's school serving grades fourth through sixth and the school into which St. Louis "feeds."¹⁵¹ It is nearly 17 miles from St. James High School, the West Bank's high school that serves seventh through twelfth graders residing in St. Louis's attendance zone.¹⁵² Meanwhile, Vacherie Elementary, which is in South Vacherie, is only about three miles from St. James High School, which is near North Vacherie, and is roughly eight miles from Sixth Ward. Finally, Sixth Ward is about five miles from St. James High School.¹⁵³

On the East Bank, the schools are generally closer to one another than the schools on the West Bank. Cypress Grove, which currently serves students in grades PK through sixth, is about one mile from Lutcher High School, which serves students in grades seventh through twelfth, and about two miles from Gramercy Elementary, which serves students in grades fourth through sixth.¹⁵⁴ Paulina Elementary, which serves students in grades PK through third and "feeds" into Gramercy Elementary, is about three miles from Gramercy Elementary and about two-and-a-half miles from Lutcher High.¹⁵⁵

Even though the river serves as a physical and attendance-zone boundary, some schools on opposite banks are closer to one another than to schools on the same bank. For instance, Gramercy Elementary, which is on the East Bank, is roughly 11 miles from St. James High, which is on the West Bank.¹⁵⁶ Meanwhile, St. Louis, which eventually "feeds" into St. James High and is also located on the West Bank, is 16 to 18 miles from St. James High.¹⁵⁷ This means that depending on where a student lives and his or her grade level, that student may have to travel a greater distance

¹⁵¹ See Fed. R. Evid. 201(b).

¹⁵² See *id.*

¹⁵³ See *id.*

¹⁵⁴ See *id.*

¹⁵⁵ See *id.*

¹⁵⁶ See *id.*

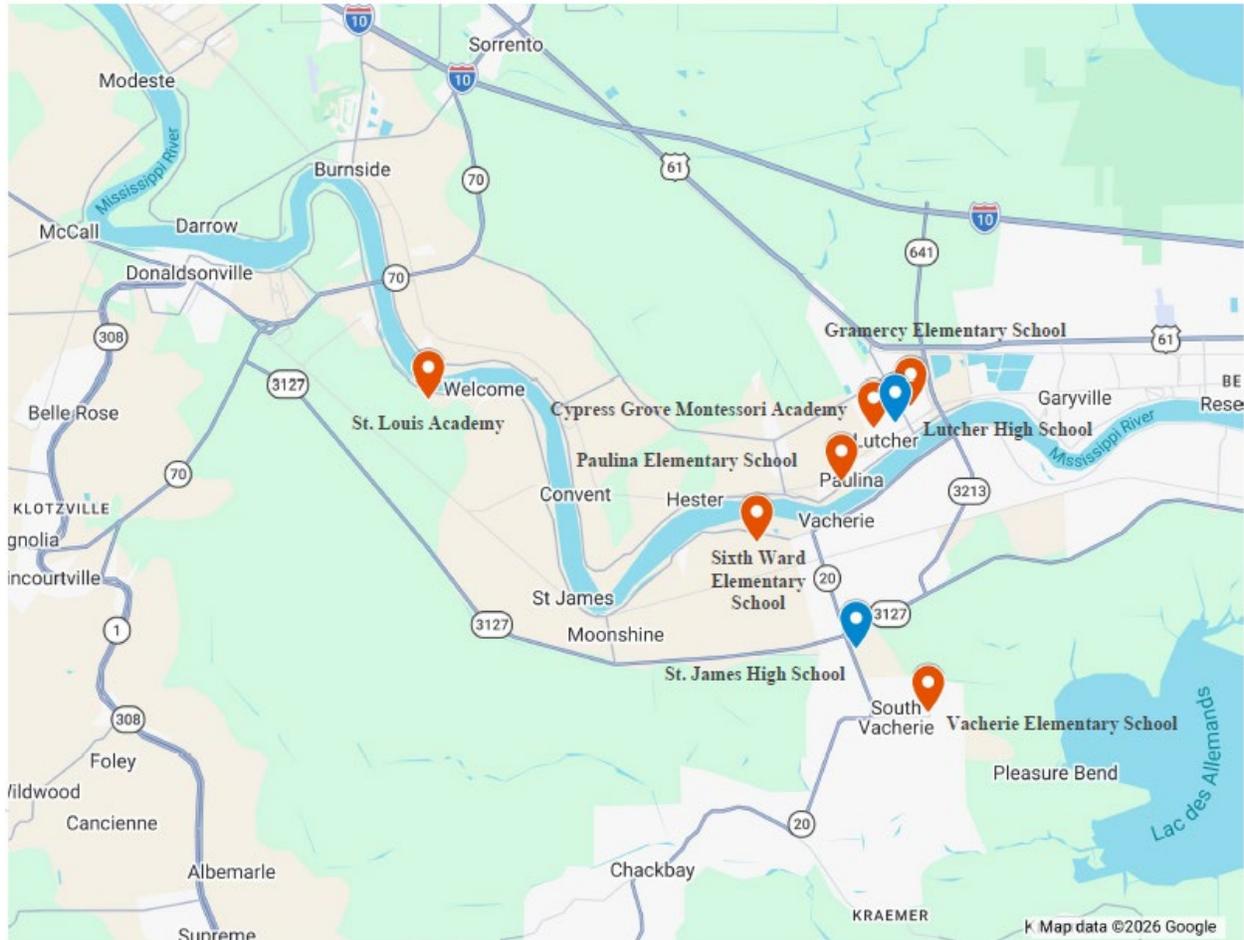
¹⁵⁷ See *id.*

to his or her assigned school than an opposite-bank peer would have to travel to that same school. For example, a seventh grader living in or around the small community of Welcome on the West Bank, near St. Louis, travels a greater distance to her assigned high school, St. James High, (16 to 18 miles) than a seventh grader living in Lutchter would have to travel if she were assigned to St. James High (11 to 12 miles).

Some students do, however, cross the river to attend school on the other side.¹⁵⁸ That is, a student who elects to attend Cypress Grove, St. Louis, or one of the magnet programs that lives on the bank opposite that school or program must cross the river to attend school.

¹⁵⁸ Tr. 484: 14–15 (Frankenberg).

Map of St. James Parish Schools¹⁵⁹



b. St. James's Historically Black Schools

St. Louis, formerly Fifth Ward Elementary; Sixth Ward; and Cypress Grove, formerly Lutch Elementary, were once all-Black legally segregated schools during the era of *de jure* segregation.¹⁶⁰

i. St. Louis Academy

For the 2022-2023 school year, the racial composition of district-wide student enrollment did not vary significantly from the percentages reported in fall 2016, prior to the 2017 consent

¹⁵⁹ This Court includes the above map not as a factual finding but as an aid in understanding the Court's factual findings regarding the locations of St. James Parish's schools.

¹⁶⁰ Tr. 120: 10–13 (Cook), 430: 3–23 (Cooper), 478: 4–10 (Frankenberg).

order. In 2022-2023, 60.2% of students were Black, 38.0% were White, and 1.8% were other races.¹⁶¹ Of students residing on the West Bank, 76.8% of students were Black, 20.4% were White, and 2.8% were other races; of the students residing on the East Bank, 50.7% were Black, 48.0% were White, and 1.3% were other races.¹⁶² St. Louis’s enrollment also did not vary significantly from its predecessor, Fifth Ward Elementary. During 2022-2023, St. Louis enrolled 107 students; 102, or 95.3%, of these students were Black, and three, or 2.8%, of them were White.¹⁶³ Thus, St. Louis’s percentage of Black students was 35.2% more than the overall district-wide percentage of Black students, and 18.5% more than the overall West Bank percentage of Black students—both outside of the 2017 consent order’s +/- 15% benchmark.¹⁶⁴ Most students who attend St. Louis ride the bus to and from school.¹⁶⁵

1. Literacy Academy Program

Under the terms of the 2017 consent order, the District was required to establish a “literacy academy program” at the former Fifth Ward Elementary School.¹⁶⁶ Under the terms of the 2017 consent order, the literacy academy program was to be named “St. Louis Reading and Math Academy.”¹⁶⁷ The ultimate purpose of the literacy academy program, which the 2017 order described as a “practicable” “adjustment” to the student assignment plan, was to further desegregation.¹⁶⁸ Described as a “program of choice with a literacy focus,” the program was to be open to all students residing in St. James Parish—not just those residing in Fifth Ward’s attendance

¹⁶¹ The Court accepts these percentages and the following percentages in this paragraph as undisputed facts, as both parties included the percentages in their briefing on the Unitary Status Motion. R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

¹⁶² R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

¹⁶³ R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

¹⁶⁴ R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

¹⁶⁵ Tr. 249: 23–25, 250: 1–5 (Brown).

¹⁶⁶ R. Doc. 128, pt. I, ¶ 7(a).

¹⁶⁷ *Id.*

¹⁶⁸ *Id.*, pt. I, ¶ 7.

zone.¹⁶⁹ Thus, the program was to offer unique benefits that would distinguish it from other schools in the school district, making it attractive to a diverse group of prospective students. St. Louis's literacy academy program attempted to distinguish itself from other St. James Parish schools through several key aspects: curriculum and instruction, faculty training, and instructional time.

In 2017, the District began preparing to open the literacy academy program for the 2018-2019 school year.¹⁷⁰ To formulate the program, the District worked with an outside consultant to choose the curriculum and other instructional materials and to ensure that the literacy program was the focus of St. Louis, that is, that it “would be successful for students immersed in literacy.”¹⁷¹ Linda Farrell, national consultant and creator of a reading program, was brought in to offer hands-on professional development to faculty on a method called Simple View of Reading and to train teachers in the overall implementation of a reading program called Readsters.¹⁷² Teachers received approximately four to six days of training on the curricula,¹⁷³ and Linda Farrell remained available “on call” via email and Google Meet throughout the 2017-2018 school year.¹⁷⁴

When St. Louis began in 2018-2019, it implemented a system in accordance with a three-tiered, triangular framework known as Response to Intervention (“RTI”). At the bottom of the triangle sits Tier 1. Tier 1 is high-quality instruction in the form of grade-level-standards curriculum delivered to all students by the classroom teacher.¹⁷⁵ While many students succeed at Tier 1, meaning they achieve the grade-level curriculum, some do not; those students who do not receive Tier 2 instruction.¹⁷⁶ Tier 2 instruction involves targeted interventions. Tier 2 instruction

¹⁶⁹ Tr. 162: 22–25, 163: 1–8 (Detillier).

¹⁷⁰ Tr. 169: 10–12 (Detillier).

¹⁷¹ Tr. 165: 23–25, 166: 1–2 (Detillier).

¹⁷² Tr 166: 8–15, 167: 13–18 (Detillier).

¹⁷³ Tr. 212: 10–15 (Detillier).

¹⁷⁴ Tr. 240: 2–6 (Brown).

¹⁷⁵ Tr. 176: 7–12 (Detillier).

¹⁷⁶ Tr. 176: 13–23, 177: 2–9 (Detillier).

is also usually delivered by the classroom teacher, sometimes with help from an interventionist, but is administered in a small group setting.¹⁷⁷ If a student is not successful at Tier 2, meaning he or she is scoring significantly below grade level, that student then receives Tier 3 instruction, the tip of the triangle.¹⁷⁸ At Tier 3, a student works “one on one” with an interventionist at his or her instructional level.¹⁷⁹ Thus, when St. Louis started in 2018, it was staffed with an additional interventionist responsible for delivering Tier 3 and some Tier 2 instruction, making it the only school in the district with a dedicated supplemental interventionist.¹⁸⁰

To deliver Tier 1 instruction, teachers implemented two programs, one called Readsters and one called Wit and Wisdom¹⁸¹; at the time, Wit and Wisdom was not being used by any other school in the district.¹⁸² For students needing Tier 2 interventions, teachers used Readsters but supplemented Readsters with a “resource” called i-Ready.¹⁸³ For students needing Tier 3 interventions, the interventionist “pulled out” those students and worked with them one on one in a small group setting.¹⁸⁴ That system remained in place for the 2019-2020 school year until the COVID-19 pandemic hit in 2020.¹⁸⁵ Because of the COVID-19 pandemic, the 2020-2021 school year was a “hybrid” year during which students were physically on campus only half of the amount of time as usual.¹⁸⁶ Students spent the other half of their instructional time completing virtual instruction online, but the programming remained the same.¹⁸⁷ Because Wit and Wisdom, which had been successful at St. Louis, had an online component, it took the place of the reading

¹⁷⁷ Tr. 177, 178: 21–24 (Detillier).

¹⁷⁸ Tr. 177, 18–25 (Detillier).

¹⁷⁹ Tr. 177: 18–19, 178: 23–25, 188: 16–20 (Detillier).

¹⁸⁰ Tr. 178: 17–25 (Detillier).

¹⁸¹ Tr. 178: 2–3 (Detillier).

¹⁸² Tr. 192: 12–14 (Detillier).

¹⁸³ Tr. 178: 3–4 (Detillier).

¹⁸⁴ Tr. 180: 2–4 (Detillier).

¹⁸⁵ Tr. 181: 1 (Detillier).

¹⁸⁶ Tr. 181: 7–8, 17–21 (Detillier).

¹⁸⁷ Tr. 181: 17–21, 182: 6–14 (Detillier).

curriculum that was being used in all of the District's other schools serving students in grades kindergarten through sixth.¹⁸⁸ Thus, starting in the 2020-2021 school year, St. Louis was no longer the only school or program in St. James Parish using Wit and Wisdom.¹⁸⁹

Around this time, the State of Louisiana began "ranking" various curricula in accordance with the RTI tiers. A Tier 1 program provides a school district with all the tools and materials it needs to teach the state standards to the rigor expected by the State.¹⁹⁰ A Tier 2 program, on the other hand, may be used to teach the state standards and curriculum but is lacking in some areas.¹⁹¹ In other words, a Tier 2 program has some "holes," while a Tier 1 program has no holes.¹⁹² When St. Louis began in 2018, no programs had been ranked, but by the 2022-2023 school year, various programs, including Wit and Wisdom and a program known as "CKLA," had been ranked.¹⁹³ Both Wit and Wisdom and CKLA ranked in Tier 1.¹⁹⁴ Readsters, however, had not been submitted to be ranked by the State and thus was unranked.¹⁹⁵ In the 2022-2023 school year, school systems received money from the government to address learning gaps caused by the COVID-19 pandemic's disruption on school systems.¹⁹⁶ Because Readsters remained unranked, the District used COVID-relief funds to purchase CKLA, a Tier 1 program, and implemented it "across the board" in schools throughout the school district.¹⁹⁷ St. Louis continued using Readsters, relaunching it in 2023-2024, but only for Tier 2 and Tier 3 interventions.¹⁹⁸

¹⁸⁸ Tr. 182: 15–22, 192: 15–19 (Detillier).

¹⁸⁹ Tr. 182: 15–16 (Detillier).

¹⁹⁰ Tr. 170: 22–25, 171: 1 (Detillier).

¹⁹¹ Tr. 171: 3–10 (Detillier).

¹⁹² Tr. 171: 1–10 (Detillier).

¹⁹³ Tr. 183: 10–14 (Detillier).

¹⁹⁴ Tr. 182: 15–22, 184: 8–11 (Detillier).

¹⁹⁵ Tr. 184: 12–16 (Detillier).

¹⁹⁶ Tr. 183: 15–25 (Detillier).

¹⁹⁷ Tr. 184: 15–20, 188: 7–9 (Detillier).

¹⁹⁸ Tr. 189: 20–21 (Detillier).

The District also used COVID-relief funds to hire teacher-trained interventionists at all schools, so St. Louis had its original supplemental interventionist, which it then used for Tier 2 interventions, and an additional interventionist, which it used for Tier 3 interventions.¹⁹⁹ Also, in 2022-2023, the State required every teacher that was teaching reading in grades kindergarten through third to complete a training known as the Science of Reading, which used Linda Farrell’s materials and was based on the Simple View of Reading training that St. Louis teachers had completed.²⁰⁰

In addition to curriculum and instruction and teacher training, St. Louis has also focused on prioritizing literacy through instructional minutes. In accordance with the District’s directive, the principal works with the teachers to ensure that students receive additional minutes of reading instruction, whether that be through Tier 1 instruction or Tiers 2 and 3 interventions.²⁰¹ But St. Louis does not have an official policy requiring additional instructional minutes.²⁰²

As of the 2023-2024 school year, St. Louis goes by “St. Louis Academy,” in addition to “St. Louis Reading and Math Academy,”²⁰³ and continues to use Wit and Wisdom and CKLA, which are the same curricula offered at other elementary schools in the District, as well as Readsters.²⁰⁴ St. Louis also offers Accelerated Reader (“AR”) and Prime Time Family Reading Time, a six-week reading program for families.²⁰⁵

¹⁹⁹ Tr. 188: 9–15 (Detillier).

²⁰⁰ Tr. 185: 15–21 (Detillier).

²⁰¹ Tr. 196, 197: 1–2, 216: 3–12 (Detillier).

²⁰² Tr. 113: 24–25, 114: 1–2 (Cook).

²⁰³ Tr. 349: 3–5 (Joseph).

²⁰⁴ Tr. 351: 1–6 (Joseph).

²⁰⁵ Tr. 351: 3–5 (Joseph).

2. Facilities and Resources

In accordance with its literacy academy program, and like many elementary schools, St. Louis has a library.²⁰⁶ Between 2018 and 2021, many of the bookshelves in the library remained empty as the literacy academy gained its footing as a new PK-3 program.²⁰⁷ Since 2021, however, St. Louis has received donations of books from the local library and private donors.²⁰⁸ Although St. Louis does not have its own library media specialist nor its own media center, the library media specialist from Sixth Ward Elementary has been visiting St. Louis once a week since fall 2023.²⁰⁹

3. Student Transfers

Kelly Cook, the District's Chief of Human Resources and Risk Management, and who previously served as Interim Superintendent of Schools in St. James Parish, testified that "[t]he [D]istrict has never denied a student transfer request based on the transfer's impact on desegregation."²¹⁰ From 2018 to 2022, the District allowed 25 students to transfer from St. Louis to Vacherie Elementary; two (8%) of those students were White.²¹¹ Meanwhile, during that same time period, 73 students transferred to St. Louis from the East Bank; 70 (96%) of these students were Black.²¹²

4. Recruitment

The District took several measures in 2018 to garner interest in the new literacy academy program at St. Louis. These measures were also taken in compliance with the 2017 consent order.²¹³ In 2018, the District published an advertisement in the local newspaper for several

²⁰⁶ Tr. 371: 1–2 (Joseph).

²⁰⁷ Tr. 261: 4–23 (Joseph).

²⁰⁸ Tr. 261: 21–25, 262: 1–8 (Joseph).

²⁰⁹ Tr. 371: 3–20 (Joseph).

²¹⁰ Tr. 112: 1–4 (Cook).

²¹¹ R. Doc. 410-3 (Pls. Ex. 16).

²¹² R. Doc. 410-4 (Pls. Ex. 17).

²¹³ Tr. 63: 11–14 (Cook).

weeks²¹⁴ and hosted an open house to inform families of the new program.²¹⁵ The District also made copies of the advertisement and sent it home with every student in the school district, along with placing copies of the ad at public facilities.²¹⁶ Applications were posted on the District's website and social media pages, and individual schools shared it on their social media pages as well.²¹⁷ St. Louis has continued to recruit via these various means since.²¹⁸

The 2018 open house advertisement and registration form are colorful and boast several aspects of St. Louis, such as “Intense Focus on Literacy and Numeracy” and “Teacher Training On-Going, Continuously, Job Embedded” and “Modified Schedules,” along with “Integration of Disciplines” and “Technology Rich Environment.”²¹⁹ They say things like, “Saying yes to St. Louis Academy means saying yes to: Smaller learning environment, Customized reading and math programs for each student, Learning experiences that will fuel the desire to learn.”²²⁰ Besides passing references to reading and literacy, neither specifically mentions the literacy academy program or St. Louis's emphasis on reading.

ii. Sixth Ward

Sixth Ward Elementary School serves all students in grades fourth through sixth residing on the West Bank.²²¹ Thus, all students from St. Louis matriculate to Sixth Ward unless they apply to one of the other programs.²²²

²¹⁴ Tr. 62: 14–25, 64: 17–18 (Cook).

²¹⁵ Tr. 63: 8–14 (Cook).

²¹⁶ Tr. 64: 8–22 (Cook).

²¹⁷ Tr. 65: 3–5.

²¹⁸ Tr. 92: 15–18 (Cook); Tr. 297: 12–20 (Kimball).

²¹⁹ R. Doc. 410-31 at 12.

²²⁰ R. Doc. 410-31 at 11.

²²¹ Tr. 49: 5–6 (Cook).

²²² Tr. 116: 4–9 (Cook).

During the 2022-2023 school year, Sixth Ward enrolled 240 students; 192, or 80.0%, of these students were Black, and 43, or 17.9%, were White.²²³ Thus, Sixth Ward was 19.8% more than the district-wide percentage of Black students, and 3.2% more than the West Bank percentage of Black students.²²⁴

iii. Cypress Grove Montessori Academy

Cypress Grove's racial percentages are significantly different from its predecessor's 2016 percentages. During the 2022-2023 school year, Cypress Grove enrolled 252 students; 111, or 44.0%, of these students were Black, and 137, or 54.4%, were White.²²⁵ Thus, Cypress Grove was 16.1% below the district-wide percentage of Black students, and 6.7% below the East Bank percentage of Black students.²²⁶

Like St. Louis, Cypress Grove opened its program at the beginning of the 2018-2019 school year.²²⁷ The Montessori program is housed at the former Lutcher Elementary School on the East Bank,²²⁸ and as of the 2022-2023 school year, it serves students in grades PK through sixth. The District has utilized recruitment and advertisement methods similar to those utilized for St. Louis,²²⁹ though the District's website appears to contain more information regarding Cypress Grove than it does regarding St. Louis.²³⁰

²²³ The Court accepts these percentages and the following percentages in this paragraph and the next as undisputed facts, as both parties included the percentages in their briefing on the Unitary Status Motion. R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

²²⁴ R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

²²⁵ R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

²²⁶ R. Doc. 268-1 at 10; R. Doc. 270 at 13, Table 2.

²²⁷ Tr. 67: 3–4 (Cook).

²²⁸ *Id.*

²²⁹ Tr. 64: 8–22 (Cook).

²³⁰ Tr. 494: 24–25, 495: 1–11 (Frankenberg).

1. Admissions

Unlike St. Louis's open-enrollment admissions policy, Cypress Grove uses a quasi-residence-based, quasi-lottery admissions system.²³¹ Applicants residing in the former-Lutcher Elementary attendance zone receive first preference and are automatically admitted.²³² Then, siblings of current students and children of faculty and staff receive preference.²³³ Only then, if not all seats are filled, does it move to the lottery process.²³⁴ During the lottery process, Black and non-Black applications are separated.²³⁵ All remaining applicants are put into the "randomizer" until the seats are filled,²³⁶ though the District does appear to take the 2017 consent order's +/- 15% requirement into consideration.²³⁷

2. The Montessori Program

Unlike St. Louis, whose program focuses on literacy, Cypress Grove is a magnet program centered around a pedagogy that is "woven between all of the subjects."²³⁸ That is, "[a]ll of the instruction is done through the Montessori method."²³⁹ The Montessori method is more child-centered and collaborative than the traditional classroom approach, and research has indicated that it provides benefits for critical thinking and interpersonal skills.²⁴⁰ When comparing Cypress Grove's program with St. Louis's, Detillier remarked that "[t]he two approaches are very,

²³¹ Tr. 93: 18–25, 94: 1–12 (Cook).

²³² Tr. 94: 7–10 (Cook).

²³³ Tr. 94: 13–15 (Cook).

²³⁴ Tr. 94: 11–12 (Cook).

²³⁵ Tr. 94: 11–13 (Cook).

²³⁶ Tr. 94: 16–22 (Cook).

²³⁷ Tr. 94: 2–19 (Cook).

²³⁸ Tr. 216: 13–17 (Detillier).

²³⁹ Tr. 495: 16–17 (Frankenberg).

²⁴⁰ Tr. 496: 15–23 (Frankenberg).

very different.”²⁴¹ Teachers at Cypress Grove have received a large number of days (possibly weeks) of, and continue to receive, training on the Montessori method.²⁴²

E. Analysis

“Student assignment within a school district is relevant to determining whether a school district has remedied, to the extent possible, the vestiges of prior *de jure* segregation” and thus is a relevant determination in whether the school district has achieved unitary status.²⁴³ “While racial imbalance in a particular school is relevant for that purpose, racial imbalance, without more, does not violate the Constitution.”²⁴⁴ Thus, the “‘practicability’ test permits a finding of unitariness where the school district has done all that it could to remedy the segregation caused by official action[,]” recognizing that “in some unique circumstances, some segregation will remain.”²⁴⁵ For instance, “immutable geographic factors and post-desegregation demographic changes that prevent the homogenation of all student bodies do not bar judicial recognition that the school system is unitary.”²⁴⁶ But although racial imbalance is not required regarding the requirement that a school district eliminate the vestiges of prior *de jure* segregation to the extent practicable, “every reasonable effort [must] be made to eradicate segregation and its insidious residue[.]”²⁴⁷ Thus, “the emphasis is on whether ‘the school district has done all that it could to remedy the segregation caused by official action.’”²⁴⁸

²⁴¹ Tr. 225: 14–17 (Detillier). For instance, students at Cypress Grove do not progress one grade level at a time. Instead, students are placed in two-year grade bands and thus have two years to progress through the standards. Tr. 224: 12–19.

²⁴² Tr. 212: 16–22 (Detillier).

²⁴³ *Anderson v. Sch. Bd. of Madison Cnty.*, 517 F.3d 292, 298 (5th Cir. 2008) (citing *Bd. of Educ. of Oklahoma City Pub. Schs., Indep. Sch. Dist. No. 89, Oklahoma Cnty., Okl. v. Dowell*, 498 U.S. 237, 250 (1991)).

²⁴⁴ *Anderson.*, 517 F.3d at 298 (citing *Cavalier ex rel. Cavalier v. Caddo Par. Sch. Bd.*, 403 F.3d 246, 260 (5th Cir. 2005), as amended on denial of reh'g and reh'g en banc (Mar. 29, 2005)).

²⁴⁵ *Price v. Austin Indep. Sch. Dist.*, 945 F.2d 1307, 1314 (5th Cir. 1991).

²⁴⁶ *Ross v. Houston Indep. Sch. Dist.*, 699 F.2d 218, 226 (5th Cir. 1983) (citing *Calhoun v. Cook*, 522 F.2d 717 (5th Cir. 1975); *Stout v. Jefferson Cnty. Bd. of Educ.*, 537 F.2d 800 (5th Cir. 1976)).

²⁴⁷ *Anderson*, 517 F.3d at 298 (quoting *Ross*, 699 F.2d at 227–28).

²⁴⁸ *Anderson*, 517 F.3d at 298 (citing *Price*, 945 F.2d at 1314).

Based on the evidence presented at the April 2024 hearing, this Court cannot, and does not find, that the District has achieved unitary status in the area of student assignment. While the Court makes no finding as to the District’s good faith or lack thereof, the record makes clear that the vestiges of *de jure* segregation in the area of between-school student assignment have not been eliminated to the extent practicable, and that finding is independently sufficient to deny unitary status.²⁴⁹ Because the District’s actions regarding the 2017 consent order implicate the vestiges finding, this Court addresses both the compliance and vestiges prongs in turn.

a. Compliance Prong

At the center of this Court’s non-unitary finding is St. Louis Academy and its literacy academy program. According to the 2017 consent order,

Fifth Ward will be re-named ‘St. Louis Math and Reading Academy’ . . . [which] will also serve any student in the District in grades PK-3 seeking instruction in a literacy academy program. The St. Louis Math and Reading Academy will function as a program rather than a school²⁵⁰

As a purpose of the program was to “further desegregation” in this historically Black school, it is self-evident that St. Louis’s literacy academy program, like Cypress Grove’s Montessori program, was to serve as an “attractor” program that was to pull students from across the school district.²⁵¹ This is underscored by the fact that the 2017 consent order required the District to provide transportation to and from St. Louis “for *any* student in the District desiring to participate in the program.”²⁵² More so, for the 2017 consent order to effectuate its purpose of desegregating St. Louis, pulling non-Black families from across the school district is *necessary*. It

²⁴⁹ See *Ross*, 699 F.2d at 225 (“A school system is not, of course, automatically desegregated when a constitutionally acceptable plan is adopted and implemented, for the remnants of discrimination are not readily eradicated. . . . We have several times refused to find unitary a school system whose operation continues to reflect official failure to eradicate, root and branch, the weeds of discrimination.” (collecting cases)).

²⁵⁰ R. Doc. 128, pt. I, ¶ 7(a).

²⁵¹ See Tr. 484: 11–13 (Frankenberg).

²⁵² R. Doc. 128, pt. I, ¶ 7(a) (emphasis added).

follows then that St. Louis's program must meaningfully differentiate itself from the other magnet programs in the District and from Vacherie Elementary, the other West Bank school serving students in grades PK through third, And the 2017 consent order appears to have sought to do that by requiring St. Louis to operate a "literacy academy program."²⁵³

In the beginning, the District made good faith efforts to comply with the 2017 consent order: the District formulated a program that incorporated four features differentiating itself from any other academic program or school serving grades PK through third in the school district: (1) a specialized and intense reading curriculum, (2) teachers with advanced training in reading, (3) a robust intervention system that included extra intervention personnel, and (4) additional instructional minutes. But one by one, these features were adopted by other elementary schools in the school district and ceased to be special to St. Louis.

First, St. Louis no longer uses a reading curriculum that is different from that used at other PK-through-third-grade schools in the district. As of the date of the hearing, St. Louis uses CKLA and Wit and Wisdom for Tier 1 instruction, the same Tier 1 curricula used by other elementary schools in the District. Although it continues to use Readsters for Tier 2 and Tier 3 interventions, a program that does not appear to be offered at other schools, only some St. Louis students participate in Tier 2 and Tier 3 interventions under the RTI system. Thus, for the most part, St. Louis students are receiving the same curricula as students in other elementary schools and programs in the school district.

Second, for the first several years of the school, St. Louis teachers had received training that teachers in other schools had not received. Specifically, St. Louis teachers were trained in the

²⁵³ See *Thomas v. Sch. Bd. St. Martin Par.*, 544 F. Supp. 3d 651, 664 (W.D. La. 2021), *aff'd in part, rev'd in part and remanded sub nom. Borel on behalf of AL v. Sch. Bd. Saint Martin Par.*, 44 F.4th 307 (5th Cir. 2022) (quoting *Smith v. Sch. Bd. of Concordia Par.*, 906 F.3d 327, 336 (5th Cir. 2018)) ("[I]n desegregation cases, '[t]he scope of [a] consent decree, and the scope of th[e] case, is limited to eliminating the vestiges of *de jure* segregation in [the] parish.'").

Simple View of Reading and received other relevant training from consultant and reading program creator, Linda Farrell. Having received this specialized training, St. Louis teachers were, then, in a sense, “experts” at teaching reading, at least when compared to their colleagues who taught at other schools in the school district. But after the COVID-19 pandemic, during the 2022-2023 school year, all teachers in the school district who taught reading were required to complete the Science of Reading training, which paralleled the Simple View of Reading training and even used Linda Farrell’s materials. Therefore, teachers at other schools received virtually the same training as teachers at St. Louis, and thus, St. Louis teachers could no longer be differentiated from teachers elsewhere in the school district.

Third, when St. Louis began, it implemented a robust intervention system in accordance with the RTI three-tiered system. To effectively do so, it hired a trained interventionist, in addition to the faculty and staff that regularly comprised an elementary school in the school district. Thus, at the time, St. Louis was the only elementary school with a trained interventionist. After the COVID-19 pandemic, however, the District used COVID-relief funds to hire teacher-trained interventionists at all schools. While St. Louis retained the original supplemental interventionist, giving it two interventionists, it was no longer the only school with a trained interventionist. Thus, while it may have maintained a more robust intervention program with two intervention personnel, its intervention program was no longer unique as it no longer had a feature that other schools did not have.

Fourth, the Court finds that St. Louis provides additional instructional minutes when accounting for Tier 2 and Tier 3 interventions. Beyond that though, how, and to what extent, St. Louis provides additional instructional minutes is a bit unclear. St. Louis has no written policy requiring instructional minutes and instead relies on collaboration between its principal and

teachers to create daily schedules for each grade level. Thus, St. Louis's maintenance of this feature is inconclusive.

Even if St. Louis does provide additional instructional time, that feature alone is not enough to meaningfully differentiate it from other schools in the district serving grades PK through third. With three of the four defining features of the literacy academy program implemented by the District's other schools, St. Louis does not offer anything that would entice a family to choose St. Louis over the District's other elementary schools, especially given its geographic location. Therefore, by implementing the program's defining features in other schools, the District failed to maintain St. Louis's "attractiveness," or distinctiveness, as a literacy academy program, as the features that once set the program apart are no longer exclusive to St. Louis. In that same vein, while the District employs various means to advertise St. Louis, the advertisements submitted make references to several aspects of the program but do not refer to the literacy academy program itself or otherwise distinguish it as a literacy-focused program. This only further shows that families likely did not understand St. Louis to be a unique program.

The program's desegregative function depended on its distinctiveness, and the District's implementation of materially identical features across schools eroded the distinguishing features of the program. Thus, while the District may have complied in good faith with the terms of the 2017 consent order, its actions elsewhere in the District, however innocent and well-intentioned they may have been, undermined the desegregative purpose of the literacy academy program envisioned by the consent order. In essence, then, the program ceased to operate as the literacy academy program that would further desegregation, as required by the consent order.

Additionally, the District's turning a blind eye to inter-district transfers only compounded segregation at St. Louis. The 2017 consent order specifically prohibits the District from

“consent[ing] to transfers which have a cumulative effect of reducing desegregation or increasing racial isolation[,]”²⁵⁴ yet “[t]he [D]istrict has never denied a student transfer request based on the transfer’s impact on desegregation.”²⁵⁵ To that end, 96% of the students that transferred into St. Louis from the East Bank between 2018 and 2023 were Black, and two of St. Louis’s very few White students transferred out. Although the Court declines to make a good-faith finding, it notes that such fecklessness on the part of the District regarding inter-district transfers do not indicate good faith compliance with the consent order.

b. Vestiges Prong

Regardless of whether the District acted in good faith, the District fails to achieve unitary status in the area of student assignment under the vestiges prong. To achieve unitary status on the student assignment factor, the District must demonstrate that vestiges of prior *de jure* segregation have been eliminated to the extent practicable.²⁵⁶ In the 2017 consent order, the parties stipulate that a +/- 15% variance from the district-wide racial enrollment “provides a reasonable starting point for determining whether a student assignment plan will further desegregation to the extent practicable” at the District’s three virtually black schools: St. Louis (formerly Fifth Ward Elementary), Sixth Ward, and Cypress Grove (formerly Lutchter Elementary).²⁵⁷ Under the parties’ agreed-upon benchmark, two schools remain racially identifiable as Black, and the District has not met its burden in demonstrating that the racial identifiability is not linked to the District’s history of *de jure* segregation.²⁵⁸

²⁵⁴ R. Doc. 128, pt. I, ¶ 10.

²⁵⁵ Tr. 112: 1–4 (Cook).

²⁵⁶ See *Borel on behalf of AL v. Sch. Bd. Saint Martin Par.*, 44 F.4th 307, 314 (5th Cir. 2022) (quoting *Anderson*, 517 F.3d at 297) (citing *United States v. Fletcher by Fletcher*, 882 F.3d 151, 157–60 (5th Cir. 2018)).

²⁵⁷ R. Doc. 128, pt. I, ¶ 5.

²⁵⁸ See *Freeman v. Pitts*, 503 U.S. 467, 496 (1992).

i. Between-School Segregation

As of the 2023-2024 school year, St. Louis is 95.3% Black, and Sixth Ward is 80.0% Black, both of which are more than 15 percentage points greater than the district-wide enrollment of Black students. St. Louis, however, which is significantly above the district-wide enrollment average, and which feeds into Sixth Ward, is at the heart of the issue. Significantly, the racial demographics at St. Louis have remained more or less the same since the 2017 consent order went into effect.²⁵⁹

The District admits, and Plaintiffs do not dispute, that St. James Parish School Board was a *de jure*, or legally segregated, school system.²⁶⁰ “The [Supreme] Court’s cases make clear there is a presumption in a former *de jure* segregated school district that the board’s actions caused the racially identifiable schools, and it is the school board’s obligation to rebut that presumption.”²⁶¹ Although “it becomes less likely that a current racial imbalance in a school district is a vestige of the prior *de jure* system” as “the *de jure* violation becomes more remote in time and [] demographic changes intervene,”²⁶² “[t]he retention of all-black or virtually all-black schools within a dual system is nonetheless unacceptable where reasonable alternatives may be implemented.”²⁶³ Further, the presumption against racially identifiable schools is heightened in small districts.²⁶⁴

With only about 2,000 students, St. James Parish is a relatively small school district. The District introduced no evidence of demographic changes as an alternative cause. Instead, the

²⁵⁹ Compare R. Doc. 268-1, Table with R. Doc. 128, Table 1.

²⁶⁰ Tr. 21: 10–13.

²⁶¹ *Freeman*, 503 U.S. at 512 n.1 (Blackmun, J., concurring) (collecting cases).

²⁶² *Id.* at 496.

²⁶³ *Cowan v. Cleveland Sch. Dist.*, 748 F.3d 233, 238 (5th Cir. 2014) (quoting *Valley v. Rapides Par. Sch. Bd.*, 702 F.2d 1221, 1226 (5th Cir. 1983)).

²⁶⁴ See *Cowan*, 748 F.3d at 238–39 (finding that the retention of single-race schools was “particularly unacceptable” where the district was “relatively small” and, among other factors, the only two schools at issue had never been meaningfully segregated); *Boykins v. Fairfield Bd. of Ed.*, 457 F.2d 1091, 1095 (5th Cir. 1972) (“A school system with fewer than two thousand elementary school students, encompassing an area of only three square miles is not the type of ‘metropolitan area’ the Supreme Court envisioned when, in *Swann*, it said that one-race schools may, in some circumstances, be acceptable because of segregated housing patterns.”).

District attributes its high percentage of Black students on St. Louis's geographic isolation.²⁶⁵ It argues that St. Louis's location could require up to 120 minutes of travel time a day and points out that St. Louis students will eventually attend racially diverse schools.²⁶⁶ While it cannot be denied that St. Louis is more geographically isolated than other schools in the district, the Court looks to that factor only "where the school district has done all that it could to remedy the segregation caused by official action."²⁶⁷ Here, where the District's actions have frustrated the desegregative purpose of the 2017 consent order, this Court cannot find that the District has taken "every reasonable effort . . . to eradicate segregation and its insidious residue'"²⁶⁸ In fact, the District's implementation of Cypress Grove at Lutcher Elementary demonstrates that alternative measures are available and effective, and Cypress Grove's success is a testament to the District's desegregation efforts of Lutcher Elementary.²⁶⁹ The Court is aware that the 2017 consent order treated Cypress Grove differently in terms of program requirements and student assignment and application, but the consent order's differentiated treatment of that program does not make those measures any less practicable elsewhere.

Further, the consent order's +/- 15% benchmark confirms that the District's actions regarding St. Louis are not effective in desegregating former-Fifth Ward Elementary. The parties stipulated that a +/- 15% variance from the district-wide racial enrollment "provides a reasonable

²⁶⁵ R. Doc. 268-1 at 13.

²⁶⁶ *Id.*

²⁶⁷ *Price v. Austin Indep. Sch. Dist.*, 945 F.2d 1307, 1314 (5th Cir. 1991); *see also Taylor v. Ouachita Par. Sch. Bd.*, 965 F. Supp. 2d 758, 769 (W.D. La. 2013) (concluding, after considering whether the school board had taken all steps practicable to eliminate the vestiges of discrimination, that "[a]bsent very aggressive steps," there was no evidence to suggest that a greater racial balance could be achieved).

²⁶⁸ *Anderson v. Sch. Bd. of Madison Cnty.*, 517 F.3d 292, 298 (5th Cir. 2008) (quoting *Ross v. Houston Indep. Sch. Dist.*, 699 F.2d 218, 227–28 (5th Cir. 1983)).

²⁶⁹ Plaintiffs argue that Cypress Grove is now "racially identifiable white," as its non-Black population is now 16.1% higher than the District average. R. Doc. 270 at 19. Plaintiffs contend that the District intends to end the policy prioritizing admission of "students residing in the current Lutcher Elementary zone" and Black students, which will "significantly worsen" Cypress Grove's "existing white racial identifiability." *Id.* at 19–20. Because a finding regarding this allegation is not necessary to the Court's analysis, the Court declines to make a finding regarding this argument.

starting point for determining whether a student assignment plan will further desegregation to the extent practicable” The converse is necessarily implied: a plan that leaves a school materially outside that range is not achieving the desegregative purpose the parties contemplated. St. Louis is more than double the +/- 15% variance. Therefore, according to the parties’ own agreement, the student assignment plan, or the District’s implementation of it, have not been effective in eliminating the vestiges of *de jure* segregation at St. Louis and, likely consequently, at Sixth Ward.

Taken together, the racial identifiability of St. Louis and Sixth Ward, the absence of any evidence of demographic causation, the failure to exhaust practicable remedies that have succeeded at another historically all-Black school, and the inadequacy of the current student assignment plan as measured by the parties’ own agreed benchmark compel the conclusion that vestiges of *de jure* segregation persist between schools in the area of student assignment.

ii. Classroom Assignments (Within-School Segregation)

Classroom assignment, or within-school segregation, is a subfactor of student assignment.²⁷⁰ The “basic rule” is “that classrooms which are segregated by race are proscribed regardless of the degree of overall schoolwide desegregation achieved.”²⁷¹ But *Green* factors and their subfactors do not exist in isolation: “[T]he components of a school desegregation plan are interdependent upon, and interact with, one another, so that changes with respect to one component may impinge upon the success or failure of another.”²⁷²

²⁷⁰ See *McNeal v. Tate Cnty. Sch. Dist.*, 508 F.2d 1017, 1019 (5th Cir. 1975).

²⁷¹ *Id.*

²⁷² *Freeman v. Pitts*, 503 U.S. 467, 497–98 (1992) (quoting *Vaughns v. Bd. of Educ. of Prince George's Cnty.*, 742 F. Supp. 1275, 1291 (D. Md. 1990), *aff'd sub nom. Stone v. Prince George's Cnty. Bd. of Educ.*, 977 F.2d 574 (4th Cir. 1992)).

The District focuses on classroom assignment in the high schools,²⁷³ while Plaintiffs challenge classroom assignment in the gifted and talented program at all schools.²⁷⁴ As Plaintiffs point out, within-school assignment is inextricably linked to between-school assignment; any steps taken to desegregate St. Louis or Sixth Ward will inevitably affect the racial composition of those schools, which will, in turn, impact the racial makeup of the classrooms and programs within those schools.²⁷⁵ Because some of the specific classroom assignments at issue are inside racially identifiable schools or schools that are “feeder” schools for racially identifiable schools, remedying the between-school assignment imbalances will necessarily alter the classroom assignment analysis. Thus, classroom assignment cannot be fairly resolved while between-school assignment remains in dispute, and this Court need not reach a determination regarding classroom assignment until between-school assignment is resolved.

In sum, this Court recognizes the District’s efforts in desegregating its geographically complex school district and desires to return St. James Parish Schools to the local authorities.²⁷⁶ Further, this Court is cognizant that the 2017 consent order left much up to interpretation and did not prescribe specific measures required to achieve the established goals. But this Court cannot ignore the fact that St. Louis, or former Fifth Ward, a historically Black school remains a virtually all-Black school. This is especially glaring under the law when considering the impact that the District’s actions, however innocent and well-intentioned they may have been, undermined the desegregative purpose of the program and when considering the success that other desegregative measures have had on another historically Black school.

²⁷³ See R. Doc. 268-1 at 14–16.

²⁷⁴ See R. Doc. 270 at 22–24.

²⁷⁵ See *id.* at 24.

²⁷⁶ See *Gilbert v. Webster Par. Sch. Bd.*, 382 F. Supp. 8, 19 (W.D. La. 1974) (“The Judiciary is not, cannot be, the universal salvor. In saying this we believe we express for the District Judge—indeed all of them—a like hope that the schools soon run without orders of any kind from Courts, Federal or State.”).

IV. FURTHER RELIEF – STUDENT ASSIGNMENT

A. The Requested Relief

In their Student Assignment Motion, Plaintiffs propose three options that they assert will further desegregation at Sixth Ward and St. Louis.²⁷⁷ First, Plaintiffs ask the Court to require the District “to allocate comparable resources, training, and intentionality to ensure an attractive, high-quality program and physical plant for any new magnet program at [St. Louis], just as the District did with the establishment of the Montessori program at [Cypress Grove].”²⁷⁸ Second, Plaintiffs propose ordering “the District to reconfigure the grade offerings at each school on the West Bank to eliminate any duplication of grades at different schools[,]” similar to the approach undertaken pursuant to the 2017 consent order.²⁷⁹ Third, Plaintiffs propose ordering the District “to use targeted recruitment and advertising to encourage Black students at [St. Louis] or Sixth Ward to transfer to [Cypress Grove] or the magnet program housed at Gramercy Elementary and Paulina Elementary.”²⁸⁰ Plaintiffs also make proposals regarding classroom assignment that the Court will not consider at this juncture in light of the classroom assignment finding above.

B. Analysis of Requested Relief

“If a school board violates a court desegregation order, the court should of course consider whether the proposed remedy exceeds the scope of the violations.”²⁸¹ “If correcting violations will suffice to wipe out the marks of past segregation, the court should not order more.”²⁸² “If, however, it becomes evident that an integrated school system cannot be achieved simply by directing adherence to the original plan, the court may consider remedial measures that are designed to

²⁷⁷ R. Docs. 273, 273-1.

²⁷⁸ R. Doc. 273-1 at 13.

²⁷⁹ *Id.* at 13–14.

²⁸⁰ *Id.* at 14.

²⁸¹ *United States v. Lawrence Cnty. Sch. Dist.*, 799 F.2d 1031, 1043 (5th Cir. 1986).

²⁸² *Id.*

restore the victims of segregation to the position they would have occupied absent both the original discriminatory conduct and the aggravation of it by school authorities' failure to comply with corrective orders."²⁸³ Nevertheless, there is a preference for local control,²⁸⁴ and school districts should be given the opportunity to propose an effective, constitutionally permissible plan.²⁸⁵

Here, the District has not yet had the opportunity to meaningfully propose remedial measures or revisit the 2017 consent order in light of the Court's findings. Without the District's input, this Court is hesitant to propose remedial measures, which may be unworkable, unduly burdensome, or ineffective. Therefore, the Court will have the parties meet and confer to discuss Plaintiffs' proposed relief and retains jurisdiction to impose specific relief if that process fails to produce an adequate remedial proposal.

V. CONCLUSION

Judge Elizabeth Foote put it best:

The length of time that this district has been under supervision weighs heavily on the Court. . . . This supervision . . . has imposed affirmative obligations on the District which it now perceives as unnecessary[, and] [t]he Court acknowledges that these affirmative obligations are a burden to the District. The Court agrees that neither the law nor society should impose upon a school district the obligation to cure all of our ills. But the elimination of *de jure* racial discrimination is a necessary obligation of any school district and, therefore, the burden imposed is a constitutionally mandated one.²⁸⁶

²⁸³ *Id.*

²⁸⁴ See *Freeman v. Pitts*, 503 U.S. 467, 490 (1992) ("As we have long observed, 'local autonomy of school districts is a vital national tradition.'" (quoting *Dayton Bd. of Ed. v. Brinkman*, 433 U.S. 406, 410 (1977))).

²⁸⁵ See *Cowan v. Bolivar Cnty. Bd. of Educ.*, 186 F. Supp. 3d 564, 579 (N.D. Miss. 2016), *modified*, No. 2:65-CV-00031-DMB, 2017 WL 886902 (N.D. Miss. Mar. 6, 2017), *superseded sub nom. Cowan by Johnson v. Bolivar Cnty. Bd. of Educ.*, No. 2:65-CV-00031-DMB, 2017 WL 988411 (N.D. Miss. Mar. 13, 2017), and *modified sub nom. Cowan by Johnson v. Bolivar Cnty. Bd. of Educ.*, No. 2:65-CV-00031-DMB, 2017 WL 988411 (N.D. Miss. Mar. 13, 2017).

²⁸⁶ *Thomas v. Sch. Bd. St. Martin Par.*, 544 F. Supp. 3d 651, 739–40 (W.D. La. 2021), *aff'd in part, rev'd in part and remanded sub nom. Borel on behalf of AL v. Sch. Bd. Saint Martin Par.*, 44 F.4th 307 (5th Cir. 2022).

For the reasons stated therein, the Court denied the District's motion for unitary status in the area of student assignment and Plaintiffs' motion for further relief regarding the area of student assignment in its September 2025 interim order.

Further, **IT IS ORDERED** that the parties meet and confer in light of this Court's written reasons to propose next steps in the area of student assignment.

New Orleans, Louisiana, this 27th day of February 2026.



DARREL JAMES PAPILLION
UNITED STATES DISTRICT JUDGE