

ORIGINAL

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

FILED
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIV.
2009 OCT -7 AM 9:21
CLERK *Shirley Hester*
SO. DIST. OF GA.

UNITED STATES OF AMERICA,

Plaintiff,

and

CHARLES RIDLEY, et al.,

Plaintiff-Intervenor,

v.

STATE OF GEORGIA et al.,

DUBLIN CITY SCHOOL DISTRICT, and

LAURENS COUNTY SCHOOL DISTRICT

Defendants.

Civil Action No. 3009

Judge Bowen

MODIFIED CONSENT ORDER

This case was filed in the United States District Court for the Northern Division of Georgia on August 1, 1969, by the United States against the State of Georgia and various school agencies and officials of the state. United States v. State of Georgia, C.A. No. 12,792. On December 17, 1969, that Court entered orders to desegregate 81 public school districts located throughout the State of Georgia (the "1969 Order"). Pursuant to the 1969 Order, the Dublin City School District ("DCSD") submitted a desegregation plan that was approved on April 21, 1970. That Court entered an order on July 16, 1971 ("1971 Order") that required, inter alia, the DCSD to submit a new plan. On February 22, 1972, that Court entered an order approving a new student assignment plan. On September 5, 1972, that Court added each individual school district as a party defendant and transferred jurisdiction over the DCSD to this Court. In its February 14, 1974 Order, this Court kept the DCSD on the active docket.

The DCSD entered into a Consent Order with the United States, which was approved by this Court on May 19, 1978 (“1978 Order”). The 1978 Order reflected that the DCSD had “agreed to eliminate the use of achievement tests as the sole basis for assigning students to classes by the beginning of the 1978-79 school year.” 1978 Order at 2. The 1978 Order required the DCSD to “eliminate classroom segregation in the elementary schools and in the non-elective courses taught in the junior high school” and to “assign students to classes on the basis of any racially neutral method it considers educationally sound so that each section shall be composed of from 50% to 150% of the minority quotient for that grade level.” *Id.* at 3.

On April 15, 2004, the United States filed its Motion to Enforce Orders of July 16, 1971 and May 19, 1978, for Issuance of Rule to Show Cause and for Further Relief against the DCSD and the Laurens County School District (“Motion to Enforce”). The DCSD filed a motion for a declaration of unitary status and dismissal of the case on June 9, 2004.

In lieu of continuing to litigate the issues raised by the United States’ Motion to Enforce and the DCSD’s motion for unitary status, the United States and the DCSD negotiated in good faith to resolve their differences in all areas except the area of interdistrict student transfers.¹ The negotiations led to a settlement agreement governing special education, gifted services, diploma tracks, and the recruitment, hiring, and transfer of administrators, faculty, and staff (“2005 Settlement Agreement”). The 2005 Settlement Agreement was memorialized in this Court’s July 1, 2005 Consent Order (“2005 Consent Order”), which added requirements governing student assignment to classes and schools, extracurricular activities, and

¹ On June 21, 2004, the United States moved under Fed. R. Civ. P. 19(a) to join the Laurens County School District (“Laurens”) as a necessary party defendant to the desegregation case against the DCSD. On July 16, 2004, pursuant to the instructions of this Court, the United States served on Laurens a Supplemental Complaint alleging that it was knowingly interfering with the 1971 Order by accepting transfers from the DCSD that violated the 1971 Order.

transportation. The 2005 Consent Order contemplated that, over the course of the agreed upon three-year period, the DCSD would develop a record of full and good faith compliance with its obligations under the 2005 Consent Order and 2005 Settlement Agreement needed for a declaration of unitary status in all areas but interdistrict student transfers.

In 2007, the United States and the DCSD jointly moved to modify the 2005 Consent Order so as to terminate provisions requiring the DCSD to implement Parallel Block Scheduling as the instructional delivery model in grades Kindergarten through fifth grade. This Court granted the joint motion on June 6, 2007 in an order entitled Agreed Modifications to the July 1, 2005 Consent Order ("2007 Modifications").

As noted above, the 2005 Consent Order and 2005 Settlement Agreement did not address the issue of student transfers between the DCSD and Laurens. On February 21, 2006, the United States filed summary judgment motions against both school districts alleging that Laurens was knowingly interfering with the 1971 Order by accepting transfers from the DCSD that violated the 1971 Order. On the same day, Laurens filed a summary judgment motion against the United States. The United States provided supplemental briefing regarding its summary judgment motions on September 20, 2007, and January 29, 2008, to which Laurens submitted a response. On July 23, 2008, this Court issued an Order ("July 2008 Order") denying the United States' motions for summary judgment, granting Laurens's motion for summary judgment, and dismissing the United States' claims against Laurens. The July 2008 Order left open the possibility of a trial against the DCSD to determine whether it had violated the Singleton transfer provision, but the July 2008 Order indicated that even if a violation by DCSD were established at trial, Laurens would not be enjoined from accepting the violative transfers from the DCSD

absent “evidence that Laurens engaged in conduct designed to foster racial segregation.” (Order of July 23, 2008, at 30 & n.16; see also id. at 31 n.17.)

Under the 2005 Consent Order and 2005 Settlement Agreement, the DCSD has made strides to eradicate vestiges of the *de jure* system in student assignments (including special education, gifted services, diploma tracks, and assignments to classes and schools), extracurricular activities, and transportation. The United States, however, concluded that the DCSD has not met its desegregation obligations with regards to the recruitment, hiring, and transfer of administrators, faculty, and staff. Although the recruitment and hiring obligations have been in place since the summer of 2005, the United States concluded that the DCSD was slow to implement them and has failed to comply fully with them. For example, the United States concluded that the DCSD failed to follow the hiring procedures in the 2005 Settlement Agreement for many positions since the summer of 2005. These procedures were designed to create a good faith record demonstrating that the DCSD no longer discriminates with regard to race in the recruitment, hiring, and transfer of DCSD employees, which would be needed to remedy its prior violations and to achieve unitary status in this area. In addition, with respect to the area of quality of education, the United States has concerns about the degree of access to student support services, including the Georgia Department of Education’s Student Support Teams (“SSTs”), for black high school students who have been retained multiple times. The DCSD disagrees with the United States’ conclusions and concerns noted above.

In lieu of litigating, the United States and the DCSD negotiated in good faith to resolve these three remaining issues. In light of the July 23, 2008 Order and the DCSD’s record under the 2005 Consent Order and 2005 Settlement Agreement, the parties agreed that the DCSD could be declared partially unitary with regards to student assignments (including assignments to

classes and schools as well as the issue of interdistrict student transfers), extracurricular activities, and transportation. The parties also agreed that entering a Modified Consent Order limited to the recruitment, hiring, and transfer of administrators, faculty, and staff, as well as the one quality of education issue regarding access to student support services would be in the parties' interest of shepherding the DCSD towards a declaration of full unitary status.

As indicated by the signatures of counsel below, the United States and the DCSD have agreed to the terms of this Modified Consent Order governing the one quality of education issue and the recruitment, hiring, and transfer of administrators, faculty, and staff. The United States and the DCSD believe that full and good faith compliance with the terms of this Modified Consent Order over a three-year period will enable the DCSD to establish the record needed for a declaration of full unitary status. In addition, as provided for in Section IV.B below, the parties have agreed to the possibility that the DCSD may be able to establish a sufficient record of full and good faith compliance for dismissal of these areas over the next two years.

It is the opinion of the Court that the provisions of this Modified Consent Order are fair, just, and reasonable and will satisfy the requirements of federal law and the Fourteenth Amendment to the United States Constitution and will further the orderly desegregation of the DCSD. IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that the Dublin City School District, together with its school board members, agents, officers, employees, successors, and all those in active concert or participation with them (collectively "DCSD") are hereby directed to implement the provisions herein.

I. Student Assignments, Extracurricular Activities, and Transportation

In light of the July 2008 Order regarding interdistrict student transfers and the DCSD's record of compliance with the 2005 Consent Order and the 2005 Settlement Agreement, the

United States and the DCSD agree that the DCSD can be declared partially unitary with regards to the areas of student assignments (including assignments to classes and schools, special education, gifted services, diploma tracks, and interdistrict student transfers), extracurricular activities, and transportation and agree to the dismissal of these areas from this school desegregation case. The DCSD assigned students to schools and classes in compliance with the 2005 Consent Order and decided not to ability group reading in grade K-5 classes and math in grade 6-8 classes in the 2008-09 school year even though the 2005 Consent Order permits such ability grouping. The DCSD's work with the Southeastern Equity Center, required by the 2005 Settlement Agreement, reduced the number of black students identified as having an Emotional Behavioral Disorder by 80% and the number of black students identified as having a Mild Intellectual Disability by 38%. The DCSD's implementation of the gifted and diploma track provisions of the 2005 Settlement Agreement increased the number of black students referred and enrolled in gifted programs and advanced classes, as well as the overall number of black graduates and those who earned a college prep diploma. For example, the number of black students in gifted/honors classes at Dublin Middle School doubled between the 2007-08 and 2008-09 school years. The DCSD also complied with its 2005 Consent Order obligations regarding transportation and extracurricular activities, including conducting its homecoming elections and cheerleading tryouts in a race neutral manner.

Based on the parties' agreement and the DCSD's record of compliance, the Court hereby declares the DCSD partially unitary with regards to the areas of student assignments (including assignments to classes and schools, special education, gifted services, diploma tracks, and interdistrict student transfers), extracurricular activities, and transportation and dismisses these areas from this case. All obligations pertaining to the aforementioned areas in the preexisting

orders in this case shall no longer have any force or effect.

II. Administrator, Faculty, and Staff Recruitment, Hiring, and Transfers

The DCSD shall follow the recruitment, hiring, and transfer procedures enumerated in this Section II in filling all job vacancies, whether in administrative, faculty, or staff positions.

A. Non-discrimination

The DCSD shall not discriminate on the basis of race or color in the employment or employment conditions of any personnel.

B. Hiring and Transfer Procedures

1. The DCSD shall maintain files (electronically or in hard copy) that contain a copy of every resume and application received by the DCSD. The files also shall contain a copy of each current DCSD employee's request to transfer to a different DCSD position. The DCSD shall retain each resume, application, and transfer request on file for three (3) years. The files shall be organized in a manner that facilitates searching for candidates by the position for which they applied.

2. The DCSD shall maintain an electronic database containing the following information for each candidate who submitted a resume, application, or transfer request: name; race; address; whether he/she submitted resume, application, or transfer request; if he/she submitted application, whether it is complete or incomplete; the date that the resume, application, or transfer request was submitted; all positions for which the candidate applied for or expressed a preference; all extracurricular activities for which the candidate expressed a willingness to coach or sponsor; the certification fields; and the date that the resume, application, or transfer request was entered in the electronic database. The DCSD shall maintain the information in the database for three (3) years from the date that the candidate submitted the resume, application, or transfer

request unless the candidate asks to have his/her name removed from the database, or the DCSD hires the candidate or grants his/her request to transfer. At the end of the three-year period, the DCSD shall contact the candidate to see if he/she wishes to update the application on file or be removed from the database. The DCSD shall make a record of such contact and its outcome (e.g., no response, asked for name to be deleted, or submitted updated application). If the applicant does not respond or seeks removal from the database, his/her name may be deleted from the database.

3. A principal who learns of a current or anticipated vacancy at the school level or an athletic director who learns of a current or anticipated coaching vacancy shall notify the Superintendent or Personnel Director of the current or anticipated vacancy in writing.

4. After learning of a current or anticipated vacancy, the Personnel Director shall search the electronic database containing information from resumes, applications, and transfer requests to identify candidates who have expressed interest in and have the certification(s) required for the vacant position. For candidates who submitted only a resume, the Personnel Director shall promptly ask the candidate to complete an application by the application deadline. The DCSD shall make a record of such contact, including the date, the communication medium (e.g., email, telephone call, etc.), and its outcome (e.g., no response, not interested, submitted application, etc.).

5. After learning of a current or anticipated vacancy, the Personnel Director shall draft an advertisement describing the vacant position containing the following information: (a) job/position title; (b) required qualifications; (c) grade level (if applicable); (d) the deadline for submitting a completed application (available on the "Employment Information" page of the DCSD's website), including an explanation that only timely, completed applications will be

considered for interview purposes; (e) the procedure for submitting an application (all resumes and applications can be submitted in person or by mail to the Board of Education's offices at 207 Shamrock Drive, Dublin, Georgia 31021, or electronically or by facsimile to the Personnel Director); and (f) the date that the advertisement was first published. In addition to the information required for all advertisements for vacant positions, an advertisement for a vacant coaching position also shall include the following: (g) a list of all currently advertised teaching vacancies; and (h) an explanation that persons interested in the coaching vacancy should be qualified for both the coaching vacancy and at least one of the advertised teaching vacancies.

6. The Personnel Director shall publish an advertisement conforming to the requirements in Section II.B.5 above for fourteen (14) days in the following manner: (a) in each of the DCSD's schools; (b) in the DCSD Board of Education office; and (c) on the "Employment Information" page of the DCSD's website. The DCSD shall keep a record of each advertisement, including proof that it was published as required by this paragraph (e.g., copy of the advertisement posted at the DCSD's schools and Board of Education office, and print-outs of the DCSD website pages). At least once each year in late winter/early spring when teachers traditionally give notice of their intent to leave the DCSD, and teaching candidates traditionally apply for jobs, the DCSD shall publish an advertisement conforming to the requirements in Section II.B.5 above for all known and anticipated vacancies for fourteen days on the Georgia Professional Standards Commission's Teach Georgia website (www.teachgeorgia.org).

7. If, after reviewing the electronic database of resumes, applications, and transfer requests as required in Section II.B.4 above, the Personnel Director or his/her designee determines that fewer than five (5) applicants have expressed interest in and hold the appropriate certification(s) for a vacant teaching, administrative, or coaching position, the Personnel Director

shall draft an advertisement as required in Section II.B.5, publish the advertisement pursuant to the provisions of Section II.B.6, and perform the following additional two steps: (a) send the advertisement by facsimile or electronic mail to each of the following colleges and universities: Georgia Colleges and Universities, including the University of Georgia, Georgia College and State University, Albany State University, Valdosta State College, Columbus State College, Brewton-Parker College, Ft. Valley State College, Georgia Southwestern University, Mercer University/Macon, Wesleyan College, Morehouse College, Clark Atlanta University, Georgia State University, Morris Brown College, Spelman College, and Armstrong-Atlantic State University; (b) publish a copy of the advertisement (online and print) in the Courier Herald newspaper based in Dublin, Georgia; and (c) publish the advertisement on the Georgia Professional Standards Commission's Teach Georgia website (www.teachgeorgia.org). The DCSD shall keep a record of each advertisement, including proof that it was published as required by this paragraph (e.g., facsimiles or emails to the colleges and universities, and print-outs and clippings of Courier Herald advertisements, and print-outs of the www.teachgeorgia.org website pages).

8. In a timely manner, the Personnel Director or his/her designee shall place all resumes, applications, and transfer requests received in response to the advertisement in the files as required by Section II.B.1 above and enter the requisite information from Section II.B.2 above into the electronic database. A copy of any resume, application, or transfer request received directly by a DCSD employee in response to a vacancy announcement (or at a recruitment fair, employment fair, in response to informal networking, unsolicited, etc.) shall be forwarded promptly to the Personnel Director for placement in the files as required by Section II.B.1 above and entry into the electronic database as required by Section II.B.2 above.

9. After a vacancy has been advertised as specified above for fourteen (14) days, the Personnel Director shall provide the principal, athletic director, and/or their designee access to or copies of the resumes, applications, and transfer requests that were (a) submitted in response to the advertisement and (b) already on file (note: these are the resumes, applications, and transfer requests that the Personnel Director found pursuant to the requirements of Section II.B.4). The Personnel Director in conjunction with the principal, athletic director, and/or their designee shall review these resumes, applications, and transfer requests to select the candidates who will be interviewed for the vacancy. Candidates shall be selected for an interview if they expressed an interest or preference in the position on their application and qualify for the vacancy based on their certification field(s). If the Personnel Director in conjunction with the principal, athletic director, and/or their designee decide not to contact for an interview a candidate with an expressed interest or preference in the position and the requisite certification, the Personnel Director shall state the reason(s) for their decision (e.g., incomplete application, unstable job history, or inadequate experience) on the screening form in Appendix D (see Ex. A). Principals and the athletic director shall not contact candidates for interviews. Rather, the Personnel Director or his/her designee shall contact selected candidates and shall record such contacts on the screening form in Appendix D (see Ex. A), including if the candidate accepted, declined, or did not respond to an invitation for an interview. Unless Section II.B.13 below applies, no one may be interviewed or selected for a position until the 14-day advertisement period has expired, and all existing employees with relevant transfer requests, candidates with resumes or applications already on file and new applicants responding to an advertisement shall be considered in the same pool for the vacancy.

10. At least five (5) candidates shall be interviewed for every vacant position unless there are fewer than five (5) candidates available. If this requirement cannot be met, authorization by the Superintendent or assistant superintendent to accept fewer than five (5) candidates must be sought and provided in writing if warranted under the circumstances.

11. The candidates selected for and who accept an interview shall be interviewed by an interview committee at the school level where the vacant position exists. For candidates seeking to fill a coaching vacancy, an interview committee at the school level that does not include the athletic director or anyone from the athletic department shall interview these candidates for the vacant teaching position(s) associated with the coaching vacancy, and a separate interview committee that may include the athletic director and athletic department employees shall conduct the interview for the vacant coaching position. All candidates for a vacant position shall be interviewed by the same interview committee and scored using the same rubric. If the entire interview committee is not available for an interview, the committee must obtain authorization from the Superintendent or assistant superintendent to proceed without all of its members or for a substitute interviewer, and must document such authorization on the candidate's interview scoring rubric. If an interview committee is authorized to proceed without all of its members, the scoring rubric shall be adjusted to account for the smaller size of the interview committee.

12. After the interviews are completed, the principal, or the Personnel Director for non-school-based employees, shall review the interview committee's scores and comments for each interviewee and shall recommend a selection on the Personnel Recommendation Form and submit the form to the Superintendent or assistant superintendent for review. For coaching positions, the athletic director shall review the interview committee's scores and comments for

each interviewee and shall recommend a selection on the Personnel Recommendation Form and submit the form to the Superintendent or assistant superintendent for review. A principal cannot select an interviewee for a teaching position merely because that person was selected for a coaching position by the athletic director. If the recommendations of the principals for teaching positions and the athletic director's recommendations for coaching positions create an irreconcilable hiring conflict, the Superintendent shall resolve the conflict and identify his/her reasons in writing. If the Superintendent is satisfied that the procedures outlined in this Modified Consent Order have been followed, the Superintendent or assistant superintendent shall present the Personnel Recommendation Form to the Dublin City Board of Education. The Superintendent or assistant superintendent shall check the appropriate box on the form to indicate whether the Board voted to approve or reject the recommendation.

13. Emergencies might arise that make it impossible for the DCSD to hold a faculty, staff, or administrative vacancy open for the minimum fourteen (14) days. When such circumstances arise, the Personnel Director shall do the following: (1) search the electronic database as required by Section II.B.4; (2) if fewer than five (5) candidates with the appropriate certification and expressed interest are found in the electronic database, then, within one working day of learning of the emergency, post an advertisement in a manner that conforms to Section II.B.5 at each of the DCSD's schools, on the "Employment Information" page of the DCSD's website, and on the Georgia Professional Standards Commission's Teach Georgia website (www.teachgeorgia.org); (3) allow the maximum amount of time practicable before filling the position; and (4) contemporaneously report the circumstances for the emergency hire to the United States by facsimile.

14. Persons hired under the emergency situations provided for in Section

II.B.13 shall be nonrenewed as of course at the end of the school year, but shall be considered for reemployment with other applicants for the following school year. The parties agree that under no circumstances shall an emergency hire gain an advantage over other applicants by virtue of the emergency employment.

15. The DCSD shall give all new applicants the same opportunity to apply for vacant positions that it affords to existing employees and shall give new applicants and existing employees equal consideration for the vacancy.

C. Recruitment

The DCSD shall recruit applicants for job vacancies as follows:

1. The Personnel Director shall identify all Georgia colleges and universities that offer a teacher education program, including historically black colleges and universities, and shall request information from each such college and university on recruiting graduates for teaching positions.

2. A list of the colleges and universities identified pursuant to Section II.C.1, above, along with each such college and university's address, contact information, and dates for recruiting visits shall be maintained in the central office and updated on a yearly basis.

3. The recruitment schedule shall be shared with all administrative staff for them to select a location at which they would like to represent the DCSD and to recruit applicants. The DCSD shall send at least one (1) recruiter to at least three (3) of the historically black colleges and universities that offer a teacher education program.

4. Once the tentative recruitment schedule that includes the DCSD representative for each site is completed, the final schedule shall be sent to the United States Department of Justice by February 1 of each year.

5. At each recruitment fair, the DCSD shall record on the recruitment log: the name, race, address, telephone number, email address, certification(s), and job titles of interest from each individual who expresses an interest in working for the DCSD.

6. Within thirty (30) days of the end of the recruiting trip, the DCSD shall send a letter to all individuals on the recruitment log encouraging them to submit a completed application and referring them to the information, vacancy postings, and materials on the "Employment Information" page of the DCSD's website. The DCSD shall maintain a record of all such letters for a period of three (3) years.

D. Training

1. Within thirty (30) days of the start of the 2009-10 school year and each school year thereafter until the Modified Consent Order is terminated, the DCSD shall train all employees who will have any responsibilities with respect to filling job vacancies to follow the procedures in Sections II.A through II.C above.

2. Within thirty (30) days of the start of the 2009-10 school year, the DCSD shall revise its "Procedures for Vacant Positions" so that they are consistent with this Modified Consent Order and submit a copy to the United States for its review. By no later than September 15 of each year, the DCSD shall distribute its revised "Procedures for Vacant Positions" to all employees involved in the recruitment, hiring, and transfer of faculty, administrators, and staff.

E. Records

The DCSD shall retain for three (3) years all records necessary to establish compliance with the foregoing requirements and shall keep copies of all applications, resumes, screening forms, interview forms, personnel recommendation forms, vacancy notices to employees and the

public, advertisements, and recruitment logs. The DCSD shall make such records available to the United States upon request and reasonable notice.

III. Quality of Education

Beginning in the 2009-10 school year, for all high school students who have been retained two or more times and do not have a plan under Section 504 of the Rehabilitation Act or an Individualized Education Plan, the DCSD shall ensure that adequate support services, including an SST process where appropriate, are in place to facilitate the students' ability to meet graduation requirements. The DCSD also shall retain all records pertaining to the support services provided to each such student and shall make such records available to the United States upon request and reasonable notice.

IV. Reporting Requirements

In addition to the reporting requirements in Sections II.B.12 and II.D.2 above, by July 1 of each year, beginning with July 1, 2010, the DCSD shall file with the Court with service to counsel for the United States a report that provides the following information:

1. The name, race, and subject area of each full-time and part-time teacher and guidance counselor employed by the DCSD during the preceding school year;
2. The name, race, and job title of each administrator in the DCSD for the preceding school year;
3. The name, race, and position of each non-certified member of the staff in each school or office for the preceding school year;
4. A list of all recruitment trips, including: the names of the visited schools; whether the school is a predominantly minority institution; the date of each visit; the name, race, and job title of each recruiter; a copy of the recruitment log for each visit;

- the number of individuals by race who submitted resumes and/or applications during the visit; written certification that the DCSD sent the individuals on the recruitment log the letter referenced in Section II.C.6 within thirty (30) days of the recruiting trip; and one copy of a sample letter required by Section II.C.6;
5. A list of each vacancy between June 15 of the preceding year and June 15 of the reporting year (e.g., June 15, 2009 – June 15, 2010 for the July 2010 Report), including the position/job title and the day on which the DCSD learned of the vacancy;
 6. For each vacancy between June 15 of the preceding year and June 15 of the reporting year, a printout of all electronic database searches performed in response to a current or anticipated vacancy as required by Section II.B.4;
 7. For each vacancy between June 15 of the preceding year and June 15 of the reporting year, a copy of all advertisements created pursuant to Section II.B.5;
 8. For each vacancy between June 15 of the preceding year and June 15 of the reporting year, a printout of the page on the DCSD's website and the Teach Georgia website (www.teachgeorgia.org) advertising the vacancy as required by Section II.B.6; and when applicable, a copy of the facsimiles or emails to the colleges and universities, print-outs and clippings of Courier Herald advertisements, and print-outs of the www.teachgeorgia.org website required by Section II.B.7.
 9. A printout of the electronic database containing all of the data required by Section II.B.5 as of June 15 of the reporting year;

10. A completed copy of the screening form in Appendix D for each vacancy between June 15 of the preceding year and June 15 of the reporting year;
11. The personnel recommendation forms for each vacancy that was filled between June 15 of the preceding year and June 15 of the reporting year, including: the name, race, education, and years of experience of all applicants who were interviewed; the name(s) of any references contacted; the applicant recommended for hire; and whether the school board approved the recommendation;
12. A list of the teacher and administrator transfer requests denied and granted between June 15 of the preceding year and June 15 of the reporting year, including the names of the departing and receiving schools, the name, former and current job titles, and race of the transferee, and the reason(s) for each denial or grant;
13. If applicable, a copy of the written authorization from either the Superintendent or assistant superintendent allowing fewer than five (5) candidates to be interviewed for a vacant position (see Section II.B.9);
14. A list of all the DCSD employees, including name, job/title, and race, who attended the training session(s) required by Section II.D.1;
15. Any material revisions to the DCSD's written hiring and assignment practices, procedures, and forms, and the reasons for each such revision;
16. An Excel spreadsheet of all high school students, by race, retained two or more times listing all of the support services, including remediations, provided in the preceding school year, including whether an active SST was in place; and

17. A signed and sworn statement from the Superintendent attesting to the completeness and accuracy of the report required by this Modified Consent Order.

To the extent the foregoing information is contained in any other report prepared by the DCSD, such reports may be submitted provided they include all of the information requested above or any missing information is also provided separately.

V. Review and Termination

A. The United States shall have the right to seek judicial resolution of any non-compliance with this Modified Consent Order by motion or other appropriate means.

B. Following the submission of all reports for the completed 2009-10 and 2010-11 school years, the United States shall notify the DCSD if it has fully complied in good faith with the requirements of this Modified Consent Order. If the DCSD has not, the United States shall provide the DCSD with notice of any remaining issues, and the DCSD shall continue with its obligations under the Modified Consent Order until further order from this Court. If the parties agree in writing that the DCSD has complied fully and in good faith with the provisions of this Modified Consent Order for the first two years, the DCSD may move for a declaration of unitary status in the areas of faculty, administrator, and staff assignments and dismissal of this case.

C. If the parties do not reach a written agreement under Section IV.B above after two years, the process in this paragraph shall apply. Following the receipt of the DCSD's July 2012 Report and adequate time for the United States' review of that report, the parties expect that the DCSD will file a motion for a declaration of unitary status in the area of faculty, administrator, and staff assignments and dismissal of this case, provided the DCSD has fully and in good faith implemented all of the terms of this Modified Consent Order. If the DCSD has not submitted all of the reports required by this Modified Consent Order in a complete and timely manner, the

United States shall have three months of discovery regarding the DCSD's motion for unitary status in the area of faculty, administrator, and staff assignments and shall file any objection(s) that it may have regarding the DCSD's motion within sixty (60) days after the close of discovery. If the DCSD has submitted all reports required by this Consent Order in a complete and timely manner, the United States shall have sixty (60) days to file any objection or objections that it may have regarding the DCSD's motion for unitary status in the area of faculty, administrator, and staff assignments. The Court thereafter shall schedule any appropriate proceedings, make appropriate findings, and render appropriate orders with respect to the DCSD's motion for unitary status in the area of faculty, administrator, and staff assignments in accordance with applicable law.

VI. Prior Orders

This Modified Consent Order supersedes the obligations of the Dublin City School District imposed by all other orders in this case.

SO ORDERED, this 7th day of October 2009.


UNITED STATES DISTRICT COURT JUDGE

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Southern District of Georgia

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EXHIBIT A

Appendix D

APPLICANT SCREENING FORM

Title of Vacant Position: _____

Location of Position: _____

Date of Vacancy: _____

Date of Notice to Employees: _____

The date and location of the advertisement, if any:

[illegible]

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

and

CHARLES RIDLEY, et al.,

Plaintiff-Intervenor,

v.

STATE OF GEORGIA, et al.,
(DUBLIN CITY SCHOOL DISTRICT)

Defendants.

Civil Action No. 3009

CERTIFICATE OF SERVICE

I hereby certify that I have served Plaintiff United States of America with the foregoing
proposed **Modified Consent Order** by mailing a copy to:

Emily H. McCarthy, Esq.
U.S. Department of Justice
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