

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF LOUISIANA  
SHREVEPORT DIVISION**

URA BERNARD LEMON, *et al.*,

Plaintiffs,

UNITED STATES,

Plaintiff-Intervenor,

v.

BOSSIER PARISH SCHOOL BOARD,  
*et al.*,

Defendants.

Case No. 5:64-cv-10687

JUDGE S. MAURICE HICKS, JR.

MAGISTRATE JUDGE MARK L.  
HORNSBY

**JOINT MOTION FOR FINAL JUDGMENT**

Over the course of sixty years of monitoring by this Court and the U.S. Department of Justice, the Bossier Parish School Board has demonstrated its compliance with this Court's orders. Accordingly, the United States and the Bossier Parish School Board (the "Parties") jointly request that the Court issue a final judgment dissolving all remaining injunctions, terminating the Court's supervision, and dismissing the case with prejudice.

**BACKGROUND**

In 1964, the Court issued the original desegregation order, followed by a series of orders modifying the original order. And "[i]n 1965, the United States intervened as a plaintiff" and has "remained an active participant in the litigation since that time." ECF 107 at 1 (internal citation omitted). On November 25, 1970, this Court

entered a Decree imposing obligations in the areas of student assignment, faculty assignment, and staff assignment. While more recent orders have modified attendance zones and student-transfer obligations, the 1970 Decree remains the operative order governing faculty and staff assignments. *See* Ex. A at 1.<sup>1</sup>

In 1970, 1976, and 1995, the Court issued orders requiring a bi-racial committee. *Id.* at 10, 12, 15. In 2005, the United States challenged the Board's policy of denying athletic eligibility for one year to any student receiving a majority-to-minority ("M-to-M") transfer, in line with Louisiana High School Athletic Association requirements. The Court ultimately granted the United States motion and enjoined the Board's policy. In 2008, the Court granted the Board's request to "open and operate" two new schools and "implement the new student attendance zones" necessary to open the schools. ECF 9 (motion); ECF 11 (order). More recently, the Court has issued orders or approved consent orders to modify attendance zone requirements including new attendance zones, transfers for military dependents, and construction notice requirements between the Parties. ECF 51, 45, and 38. There has not been any contested litigation between the Parties for more than 20 years.

In 2024, the Court granted the Board's unopposed motion for partial final judgment. ECF 68. That judgment "vacated and lifted" "all previous injunctions and orders" in the "areas of transportation, extracurricular activities, and facilities"; "terminated" the Court's "supervision" in those areas; and "fully and finally dismissed" those areas "with prejudice." *Id.* (capitalization and bolding omitted).

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<sup>1</sup> The Record prior to 2006 has not been uploaded to the CM/ECF system. For the Court's convenience, all pre-2006 orders that this motion references are attached as Exhibit A.

## ARGUMENT

From the beginning, “federal judicial supervision of local school systems was intended as a ‘temporary measure.’” *Freeman v. Pitts*, 503 U.S. 467, 489 (1992) (quoting *Bd. of Ed. of Okla. City Pub. Schs. v. Dowell*, 498 U.S. 237, 247 (1991)). “Although this temporary measure has lasted decades, the ultimate objective has not changed—to return school districts to the control of local authorities.” *Id.* “Returning schools to the control of local authorities at the earliest practicable date is essential to restore their true accountability in our governmental system.” *Id.* at 490.

The Parties are sensitive to these directives. The Court’s injunctions were always supposed to be “temporary solutions” “kept in place only as long as necessary to cure [the] unlawful condition.” *Chisom v. Louisiana ex rel. Landry*, 116 F.4th 309, 316 (5th Cir. 2024) (en banc) (citation omitted). Given the Board’s compliance with those “temporary” injunctions under decades of supervision by the Court and the United States, the Parties seek a final judgment dissolving all remaining injunctions, terminating the Court’s supervision, and dismissing the case with prejudice.<sup>2</sup>

### **I. THE BOARD HAS SATISFIED ITS STUDENT-ASSIGNMENT OBLIGATIONS.**

The Board has complied with its obligations related to student assignment as ordered by the Court over many years.

In 2019, this Court approved a new attendance zone plan. ECF 51. That plan included rezoning schools at the elementary, middle, and high school levels. *See* ECF

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<sup>2</sup> As the Court is aware, the parties dismissed a similar case through a Joint Stipulation of Dismissal. *See* Order, *United States v. DeSoto Par. Sch. Bd.*, No. 5:67-cv-12589 (W.D. La. Jan. 5, 2026), ECF 143. In this case, because the Court previously granted the Board’s motion for partial judgment in three of the *Green* factors—which no party opposed—the Parties have opted to seek that relief on the remaining factors.

50-1–50-3 (attendance zone maps). This plan was the result of extensive cooperation between the Parties, and their demographic experts Mr. Michael C. Hefner for the Board and Mr. Matthew Cropper for the United States. As detailed in the motion for approval, the zones were designed with the following goals:

(1) to maximize the racial diversity in the Board’s schools to the extent practicable; (2) to reduce student transportation times and distances wherever possible; (3) to eliminate split school zones to create pure feeder patterns for all students; (4) to minimize the use of temporary buildings wherever possible; (5) to anticipate future demographic changes in determining student capacities within schools; and, (6) to create zones that have visible boundaries (i.e., streets, railroads, bayous, etc.) rather than imaginary lines.

ECF 50 at 4. The new zones went into effect “beginning the 2020-2021 school year,” ECF 51 at 1; and have not changed. The Board has satisfied this obligation.

In its 1970 Decree, the Court adopted the provisions of *Singleton* with respect to M-to-M transfers and “attendance outside system of residence.” Ex. A at 9. Under *Singleton*, the M-to-M provisions required the Board to “permit a student attending a school in which his race is in the majority to choose to attend another school, where space is available, and where his race is in the minority.” *Singleton v. Jackson Mun. Separate Sch. Dist.*, 419 F.2d 1211, 1218 (5th Cir. 1969). *Singleton* also required that:

If the school district grants transfers to students living in the district for their attendance at public schools outside the district, or if it permits transfers into the district of students who live outside the district, it shall do so on a non-discriminatory basis, except that it shall not consent to transfers where the cumulative effect will reduce desegregation in either district or reenforce the dual school system.

419 F.2d at 1218–19.

In 2005, this Court issued an Order that granted students “immediately eligib[ility] to participate in interscholastic athletic programs, except those for which a competitive season is then in progress at the school to which they transfer, so long as athletic recruitment played no role in the student's transfer.” Ex. A at 18. The Board was obligated to determine if recruiting played a role in the M-to-M transfer and, thereafter, communicate with the United States so that the Parties could determine if a student was required to sit out of athletics for one year. Over the years, the Parties have complied with these obligations.

As for *Singleton*'s out-of-district transfer obligation, the Court created a transfer option for any “military-dependent student’ whose parent or legal guardian is a member of the United States military stationed at Barksdale Air Force Base and who resides with that parent or legal guardian on said military base.” ECF 38 at 1. This transfer option allowed such students to “attend any grade appropriate school in the Bossier Parish School District.” *Id.* The Board was required to provide the United States with transfer reports for these students. *Id.* at 2. The Board has consistently done so since entry of the 2017 Consent Order.

The Board also has adopted policies consistent with *Singleton*'s “attendance outside of system of residence” provision. The Board allows the following types of transfers: (1) M-to-M; (2) Child of Employee; (3) Health of the Student; (4) Safety of the Student; (5) Senior Privilege; (6) Academics; (7) Barksdale Air Force Base, otherwise known as the military-dependent transfer; and (8) Extraordinary Hardship. *See* Ex. B (School Board Policy JBC: Student Admission and Assignment).

Each of these transfers has specific criteria, and the Board has made clear in its policy, consistent with *Singleton*, that “[t]ransfers can be restricted in the event that cumulative transfers under the options provided are found to be undermining the goals of the desegregation order.” *Id.* at 7. Additionally, for at least the last three years, the Board has not approved any transfers to or from another school district.

Next, the 2018 Consent Order<sup>3</sup> requires the Board to provide notice to the United States of certain proposed actions, including “changes in attendance zones; building new schools; converting schools to serve different grade structures; adding, expanding, or removing temporary buildings or wings to schools, or otherwise increasing or decreasing the functional capacity of a school; consolidating schools; and closing schools.” ECF 45 at 2. Since entry of this Consent Order, the Board has provided the required notices to the United States nine times:

1. August 30, 2018: reconfiguring Benton Middle School and the old Benton High School into Benton Intermediate School (grades 5-6) and Benton Middle School (grades 6-7).
2. May 3, 2019: construction of new classroom wings at Cope Middle School and Haughton High School.
3. August 13, 2019: removal of temporary classroom buildings at Benton Intermediate School, Benton Middle School, and Sun City Elementary School.
4. March 17, 2020: construction of a new classroom wing at Benton Intermediate School to replace T-building classrooms.
5. June 1, 2020: removal of a modular classroom wing from Stockwell Place Elementary School.
6. December 7, 2020: relocation of a temporary classroom building to Central

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<sup>3</sup> The 2018 Consent Order also temporarily changed attendance zones and was later superseded by the 2019 Order.

Park Elementary School.

7. February 21, 2025: Apollo Elementary School construction to modify existing building to add classroom space and to demolish temporary classroom building.
8. April 3, 2025: Removal of twenty-two out of thirty-five temporary classrooms from schools across the District.<sup>4</sup>
9. June 16, 2025: construction of a new classroom wing at Benton High School.

The Board also provided additional information about those notices whenever requested by the United States. To date, the United States has never objected to any of those notices. The Board thus has satisfied its student-assignment obligations.

## II. THE BOARD HAS SATISFIED ITS FACULTY-ASSIGNMENT AND STAFF-ASSIGNMENT OBLIGATIONS.

The Board has complied with its obligations related to faculty- and staff-assignment as ordered by the Court over many years.

The 1970 Decree adopted *Singleton's* provisions related to “teachers and staff.”

Those provisions require:

[T]he principals, teachers, teacher[-]aides and other staff who work directly with children at a school shall be so assigned that in no case will the racial composition of a staff indicate that a school is intended for Negro students or white students...

Staff members who work directly with children, and professional staff who work on the administrative level will be hired, assigned, promoted, paid, demoted, dismissed, and otherwise treated without regard to race, color, or national origin.

*Singleton*, 419 F.2d 1217–18.

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<sup>4</sup> Temporary classrooms were removed from the following schools: Apollo Elementary, R. V. Kerr Elementary, Meadowview Elementary, Plantation Park Elementary, Platt Elementary, T. L. Rodes Elementary, Waller Elementary, Elm Grove Middle, Greenacres Middle, Rusheon Middle, and Plain Dealing High (K-12).

The Board has satisfied this obligation. The Board has a policy of equal employment opportunity, and it has followed and continues to follow it. *See* Ex. C (School Board Policy GAAA: Equal Employment Opportunity). The Board thus hires the most qualified candidate for any vacancy, regardless of the candidate's race and does not hire, assign, promote, pay, demote, dismiss, or make any other decisions regarding faculty or staff members on the basis of race.

For years, the Parties have exchanged much information showing the racial demographics of the School District's faculty and staff members as well as the Board's efforts, policies, and procedures regarding faculty and staff assignment. The United States has informally interviewed District administrators, including Superintendent Jason Rowland, Human Resources Supervisor of Recruitment and Retention Dr. Tracey Burrell, and school principals across the District. And the Board has provided any additional information that the United States has requested. The Board thus has complied with its faculty and staff obligations.

### **III. THE BOARD HAS SATISFIED ITS BI-RACIAL COMMITTEE OBLIGATIONS.**

The Board has complied with its obligations related to creating a bi-racial committee as ordered by the Court. In 1970, the Court ordered the establishment of a bi-racial committee to "recommend to the School Board ways to attain and maintain a unitary system and to improve education in the parish[.]" Ex. A at 10. In 1976, the Court appointed specific people to serve on the bi-racial committee to "analyze and make recommendations as to whether or not the desegregation plan should be revised, and if so, how and in what manner." *Id.* at 14. In 1995, the Court "ordered that a bi-racial committee be re-established," to be "comprised of six members, who

[would] be chosen by the Court from the list of names submitted by the attorneys for the parties” and whose “duties, responsibilities and obligations” would “be designated by the Court at a future date.” *Id.* at 15 (capitalization altered).

Following the 1995 Order, the record contains no order designating those six individuals or establishing their duties and no proceedings concerning the bi-racial committee. *See* ECF 1 at 23–24 (the “Paper Docket Sheet”). Even so, the Board has fulfilled the purpose of that committee. The Board’s membership is diverse, and there are black and white administrators in both the Board’s central office and in individual schools. *See United States v. Franklin Par. Sch. Bd.*, 70-cv-15632, 2013 WL 4017093, at \*12 (W.D. La. Aug. 6, 2013) (finding that “the goal of a bi-racial committee ... [was] met in other ways” because the school board had “two black members, and there [were] both white and black administrators employed by the School Board”).

The Board voluntarily created a Parent, Family, and Community Engagement Committee to allow all families (regardless of race) to participate in school governance by offering their perspectives and suggestions to the Board. Membership is open to any parent or community member, regardless of their race, and its membership is diverse. Despite the lack of an order following through with re-establishing the bi-racial committee, the Board’s has overwhelmingly demonstrated its “good-faith compliance” with the purpose of the committee for “a reasonable period of time.” *Freeman*, 503 U.S. at 498. The Board has satisfied this obligation.

#### **IV. THE BOARD HAS SATISFIED ITS REPORTING REQUIREMENTS.**

For many years, including the last three, the Board has submitted biannual reports. *See* ECF 63 (March 2023 Report); ECF 64 (October 2023 Report); ECF 72

(March 2024 Report); ECF 73 (October 2024 Report); ECF 76 (March 2025 Report); ECF 83 (October 2025 Report); ECF 109 (March 2026 Report). Those reports include faculty, student, and transfer data and the required information related to military-dependent transfers. The Board has satisfied its reporting obligations.

**CONCLUSION**

For these reasons, the Court should grant this motion and enter final judgment dissolving all remaining injunctions, terminating the Court’s supervision, and dismissing the case with prejudice.

Dated: June 12, 2026

Respectfully submitted,

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