

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE-OPELOUSAS DIVISION

MARILYN MARIE MONTEILH, : DOCKET NO. 65-10912  
 :  
 Plaintiff, :  
 vs. : March 19, 2009  
 :  
 SCHOOL BOARD OF ST. LANDRY PARISH, :  
 :  
 Defendant. : Lafayette, Louisiana

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REPORTER'S OFFICIAL TRANSCRIPT OF THE STATUS CONFERENCE  
BEFORE THE HONORABLE TUCKER L. MELANCON  
UNITED STATES DISTRICT JUDGE.

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## P R O C E E D I N G S

(Call to order of the court.)

THE COURT: Good afternoon. Please be seated.

The next matter before the Court today is Civil Action Number 65-10912, United States of America -- excuse me -- Marilyn Marie Monteilh and others vs. the St. Landry Parish School Board.

The Court last conducted a hearing in this matter on December the 19<sup>th</sup>, 2008. At that time the Court requested that the government and the original plaintiff each provide a report to the Court setting out the judicial precedent about how long a district court must retain jurisdiction after a consent decree has been entered prior to granting unitary status as to the *Green* factors that were enumerated in *Green vs. the County School Board of New Kent County*. That is recorded at 391 United States 430, Page 435, a 1968 United States Supreme Court case.

Now, the Court has had the opportunity to review the documents that were submitted in connection with the Court's instruction and that is the subject of this proceeding here today as well as some other issues related to *Green* factors that the school system has previously been declared unitary as well as just some other housekeeping issues.

So with that introduction, I would ask that the attorneys involved in the case, starting with the attorney for the original plaintiff, then the United States, then the school board, to identify themselves for record purposes.

1           MR. WHITE: Marion Overton White for the original  
2 plaintiff.

3           MS. TAYLOR: Good afternoon, Your Honor. Lisa Taylor  
4 representing the United States of America, and by my side I have  
5 Ms. Rosalyn Smith who is a paralegal assigned to this case.

6           MR. CASWELL: Gerard Caswell representing the school  
7 board.

8           THE COURT: And I would ask the members of the school  
9 board, starting first with the president, then the  
10 vice-president, to identify themselves for the record and state  
11 the district that they represent.

12           MR. MILLER: Good afternoon. John Miller, St. Landry  
13 Parish School Board President. I represent District 3 in  
14 Opelousas.

15           MR. BOSS: Good afternoon. Kyle Boss, Vice-President,  
16 St. Landry Parish School Board, representing District 8.

17           MR. CARRIERE: Ronald Carriere, St. Landry Parish  
18 School Board, District 6.

19           MR. YOUNG: Roger Young, St. Landry Parish School  
20 Board, District 11.

21           MR. DEVILLE: Dillard Deville representing District 4.

22           MR. STANDBERRY: Anthony Standberry, St. Landry School  
23 Board, District 1.

24           MR. RICHARD: Quincy Richard, District 10.

25           MR. BUDDEN: Marx Budden, St. Landry Parish School

1 Board, District 5.

2 THE COURT: Now, Mr. Budden, I'm having a difficult  
3 time with my sight, but is it because Mr. Wyble has been excused  
4 that you're wearing your bow tie here today?

5 MR. BUDDEN: I'm just representing him partway, sir.

6 MS. FRANK: Josie Frank, District 12.

7 MS. NACOSTE-EAGLIN: Elinor Nacoste-Eaglin representing  
8 District 2.

9 MR. FRUGE: Harry Fruge representing District 13.

10 MR. RICHARD: Good afternoon. Scott Richard,  
11 District 9.

12 THE COURT: All right. And now I would ask for the  
13 superintendent to identify himself as well as any other central  
14 office personnel that he has here with him today in court.

15 SUPERINTENDENT NASSIF: Good afternoon, Your Honor.  
16 Michael Nassif, Superintendent of St. Landry Parish School Board.

17 This afternoon, Your Honor, I have with me Mr. James  
18 Olivier, the Assistant Superintendent of Operations; Mr. Joseph  
19 Cassimere, Assistant Superintendent of Construction; Mr. Cliff  
20 Carmon, the Director of Title I; Mr. Edward Brown, our Supervisor  
21 of Attendance and Child Welfare; Ms. Claudia Blanchard, the  
22 Curriculum Director.

23 And in the audience in the gallery we have Mr. Matthew  
24 Scruggins, Supervisor of Personnel; Mr. Scott Champagne, our  
25 Elementary Supervisor. We also have Ms. Mary Doucet, Coordinator

1 of Disproportionality, and with her, Ms. Tonya Eaglin along with  
2 Ms. Mary Handayan who's Supervisor of Guidance and Testing, and  
3 Ms. Tesa Guillory, Parent Involvement.

4 THE COURT: Thank you, sir.

5 All right. First of all, I guess, Mr. Caswell, my  
6 question to you is have you had the opportunity to review the  
7 filings that have been made in connection with the Court's  
8 instructions at the December 19<sup>th</sup> hearing?

9 MR. CASWELL: Yes, sir.

10 THE COURT: And if you would, come on up here to the  
11 lectern, and if you would let me know what your client's position  
12 is through you as their legal representative as to the merits or  
13 demerits of the filings that have been placed in the record.

14 MR. CASWELL: I'm not going to argue the merits or  
15 demerits of their filings, Your Honor, because they do cite cases  
16 that stand for the propositions which they propose. However, I  
17 know for a fact that in this very state and in this very  
18 courthouse it wasn't done that way.

19 THE COURT: Well, I guess as long as there's not an  
20 appeal -- and I'm not suggesting that anything that may have been  
21 done in this very state or in this very courthouse was done in  
22 any way contrary to the law, but as long as there's not an  
23 appeal, then there's no harm, so there's no foul.

24 MR. CASWELL: I understand that, Your Honor.

25 THE COURT: And, again, though, the situation we're in

1 -- and I'm not -- and it doesn't matter. In fact, it probably  
2 would be better if you didn't make reference to any specific  
3 case, but, you know, I am led to believe, because of the long  
4 history of this case and the Court's direct involvement and my  
5 knowledge of the lawyers, that if I don't thread the needle, so  
6 to speak, or get it right or distinguish this case from the case  
7 law, that whoever is not pleased with my ruling will appeal.

8           And maybe the school board would or maybe the school  
9 board wouldn't, maybe the government would or maybe the  
10 government wouldn't, or maybe the original plaintiff would or  
11 maybe they wouldn't, but the oath I took when they gave me this  
12 wonderful job was to follow the law and that's where I really  
13 wanted to kind of focus.

14           And, again, I think -- and I will say this. I think  
15 the case law gives me some leeway based on the particular  
16 circumstances and facts of a given case; however, not a whole  
17 lot.

18           And since you read the government and the original  
19 plaintiff's filings, you probably learned something or maybe you  
20 knew it before. I guess shame on me for not knowing it before,  
21 but this very case back in 1988 entitled *Monteilh vs. the St.*  
22 *Landry Parish School Board* that's recorded at 848 F.2d 625 at  
23 Page 629, a 1988 Fifth Circuit case, Judge Shaw was reversed  
24 after he declared this system unitary. So that's a pretty bright  
25 line. It almost makes it, not withstanding the rest of the

1 jurisprudence in the circuit, kind of the law of the case.

2 MR. CASWELL: Well, Your Honor, quite honestly, that's  
3 the second time that the district court in this case was  
4 overturned from a finding of unitary status. It also happened in  
5 the 70's.

6 THE COURT: And who was the judge then if you know?

7 MR. CASWELL: The judge then was Judge Putnam.

8 THE COURT: Okay. Well, let me say this. I had and  
9 do, in the sense that one can, have a great affection and  
10 affinity for both of those fine gentlemen. They were in my view  
11 very, very fine judges. I'm sure that what both of them did at  
12 the time that they did it, they thought they were doing the right  
13 thing. And, of course, the guidance that district judges of my  
14 vintage have is from some of the mistakes of the judges that came  
15 before me. That's how we get case law as you well know.

16 MR. CASWELL: Yes, sir.

17 THE COURT: But I'm really thinking it's kind of the  
18 law of the case. If they tell me three years, I'm kind of stuck  
19 with that in a way, notwithstanding that under particular  
20 circumstances in a given case, I do have some latitude, I think,  
21 but that law of the case thing is just kind of a little thing  
22 there that, you know -- and what that means, school board members  
23 and for those of you in the public that might want to know, is  
24 that once an issue is decided within a given case by a higher  
25 court or even by the court, the district court in this case, or

1 in a case of a district court, it becomes the law of the case.  
2 So you're kind of bound by that rule. When it's from a higher  
3 court, it's pretty much that's how it works.

4 So it's not like you make it up as you go along, but,  
5 like I say, I still think that notwithstanding and the way the  
6 law has -- I don't want to say evolved, but developed since 1988,  
7 I think I still have some latitude, but this is not a small  
8 thing. It's something that, very candidly, if everybody is  
9 cumbayaing and holding hands, it doesn't need to be a big issue  
10 necessarily.

11 And I can see how at some point in the not too distant  
12 future we may all be cumbayaing and holding hands despite the  
13 battles that have ensued over the last whatever number of years  
14 I've been here.

15 And I'll be candid with you. This is not a dig at the  
16 school board, and, members, I want you to believe me when I say  
17 that, but most of the battles in recent times haven't been  
18 between the government or the school board lawyer or the original  
19 plaintiff's lawyer. They've kind of been internal, what's the  
20 right thing for us to do and how do we approach this.

21 And, again, y'all are the people's elected  
22 representatives and you each come with different perspectives and  
23 different constituencies, so that's a normal course of events.  
24 I'm not faulting you for that.

25 So I have every reason to believe and I'm very hopeful



1 that we don't maybe have to go three years on this. I can tell  
2 you the three-year period that I'm talking about, school board  
3 members, what the case law says and what the Fifth Circuit said  
4 in this case -- well, let me read what the Fifth Circuit said  
5 when they reversed Judge Shaw back in 1988.

6 This circuit has established procedures that must be  
7 followed before a district court can declare a school system  
8 unitary. For at least three years the school board must report  
9 to the district court. The court then must hold a hearing to  
10 consider whether the school system should be considered unitary.  
11 Plaintiffs must receive notice of the hearing and an opportunity  
12 to show why the system is not unitary and why continued judicial  
13 supervision is necessary. Only after these procedures are  
14 followed may a district court be sufficiently certain that a  
15 school system is unitary and dismiss the case.

16 Now, that's what they said in this case back in '88.  
17 Now, there are some more recent cases that say other things that  
18 are important, but -- and let me just read one of those.

19 This was a case that was decided in 2008. It's  
20 *Anderson vs. the School Board of Madison County*, and that case is  
21 recorded at 517 F.3d 292 at Page 296. Like I said, a 2008 Fifth  
22 Circuit court.

23 Now -- and I'm just going to paraphrase this and then  
24 I'll read the direct quote. In the matter of *Anderson vs.*  
25 *Madison County* case, the Fifth Circuit considered a case in which

1 the consent order was issued on April 24<sup>th</sup>, 2000.

2 On June 18<sup>th</sup>, 2004, the school district filed a motion  
3 for unitary status to which the government and the plaintiffs  
4 objected. Following a public hearing on the motion in February  
5 of 2006, the Court issued an order concluding that the school  
6 system was entitled to full unitary status. In other words, all  
7 six of the *Green* factors had been declared unitary or asked to be  
8 declared unitary.

9 The school board members and those in the public will  
10 recall that in this case we have had some *Green* factors where  
11 you've already been declared unitary, partial unitary status, and  
12 we'll talk about those in just a moment, but in this case they  
13 were trying to do them all at one time.

14 On appeal the Fifth Circuit stated: The ultimate  
15 inquiry in determining whether a school district is unitary is  
16 whether the school district has complied in good faith with the  
17 desegregation orders for a reasonable amount of time. The school  
18 district -- and the school district has eliminated the vestiges  
19 of the prior de jure segregation to the extent practicable.

20 To guide courts in determining whether the vestiges of  
21 the de jure segregation have been eliminated as far as  
22 practicable, the Supreme Court has identified several aspects of  
23 school operations that must be considered commonly referred to as  
24 the *Green* factors: Student assignment, faculty, staff,  
25 transportation, extracurricular activities and facilities.

1           The Fifth Circuit further stated: The district court's  
2 finding that the school district is unitary is a factual finding  
3 and we review that for clear error. In other words, that's a  
4 very high standard or deference that the court gives the district  
5 judge.

6           And then continuing on, it says: Given the unique  
7 factual circumstances present in school desegregation cases, the  
8 district court's factual findings are entitled to great  
9 deference. In other words, the district judge has got to really  
10 screw it up to get reversed.

11           In affirming the district court's finding that the  
12 school district had achieved unitary status, the Fifth Circuit  
13 stated: The school district has met its constitutional  
14 obligation to eliminate the vestiges de jure segregation to the  
15 extent practicable and has shown a good faith commitment to and  
16 compliance with its desegregation orders and to the rights that  
17 were the impetus for the court's orders. The court thus  
18 concludes that unitary status has been achieved in all of the  
19 district's operations, so that further judicial oversight is  
20 neither required nor desirable.

21           Now, this was a two-year period, roughly a two-year  
22 period. The Fifth Circuit went on in that case, that *Anderson*  
23 case, to say: Based on our review of the record, we find no  
24 clear error in these findings.

25           We are also -- and this is what's important, school

1 board members, ladies and gentlemen. We are also cognizant of  
2 the important interest in returning schools to the control of the  
3 local authorities at the earliest practicable date in order to  
4 restore their true accountability to the citizenry and to the  
5 political process.

6           So y'all have heard me say many times I took the oath,  
7 the same one that y'all did pretty much, to defend the  
8 constitution and laws of the United States. That's what a lot of  
9 this, my activity, whether it's understood or misunderstood by  
10 the public and sometimes members of the school board, has been  
11 about, my best view of what my obligation was, but my obligation  
12 is also, under the laws as interpreted by the higher courts, to  
13 return this back to you, your control, as quick as possible,  
14 practicable.

15           So that's the parameters, the three years on the one  
16 hand, law of the case here, and just the general rule in this  
17 circuit with the latitude given based on those factors with the  
18 -- I won't say the overriding, but with a very strong overlay of,  
19 Judge, get it back to the political representatives of the people  
20 as soon as you can.

21           Now, that's how I see the universe, Mr. Caswell, and I  
22 don't know what that does to what you were saying or thought you  
23 were saying or if you agree or disagree with what I've just said,  
24 but now would be your time to tell me what you think. Then I'm  
25 going to let Ms. Taylor and Mr. White give it their two cents.

1 MR. CASWELL: I don't disagree with what you were  
2 saying. I do agree that the courts have granted great latitude  
3 to the district courts to determine when it is appropriate to  
4 turn it back over to the local system.

5 THE COURT: No. Let me say this. I don't think  
6 they've given me great latitude to determine when. They give  
7 great deference to my factual findings as to why. That is a  
8 distinction with a difference.

9 MR. CASWELL: As to the law of the case, back in the  
10 70's when this system was first declared unitary and it was  
11 appealed to the Fifth Circuit, the basis of the appeal was not  
12 that the system had not done what it needed to do to become  
13 unitary, but, rather, that it had not been monitored and filed  
14 reports for a two-year period as required. That's what the Fifth  
15 Circuit found back in the 70's. So --

16 THE COURT: That was the first time it was reversed.

17 MR. CASWELL: Yes, sir. So you have two laws of this  
18 case. One said two. One said three.

19 THE COURT: Yeah. But the problem with that -- I mean,  
20 it's not a problem, but the law as you know -- and despite some  
21 of my colleagues in very high places who think that the law is  
22 not a living thing, it does tend to evolve. It develops based on  
23 the circumstances.

24 So what might have been the law in this circuit -- and  
25 maybe I should know that, but I'm not that much of a legal

1 historian even in the school desegregation area, which I have  
2 come to believe I know a good deal about. It might have been the  
3 two-year time frame, that that's what the Fifth Circuit was  
4 shooting at that time, but at some point later than that the  
5 Supreme Court said three years.

6 So I don't know how that evolved, but it's of no moment  
7 because the latter ruling, the '88 ruling, would prime the '70,  
8 whatever the -- Judge Putnam's reversal, but, anyhow, your point  
9 is understood and I appreciate it.

10 Anything else you want to say about what I said?

11 MR. CASWELL: No, sir.

12 THE COURT: Go ahead.

13 MR. CASWELL: I know that one important factor, as far  
14 as I'm concerned, all along in this case is -- of course, many  
15 times systems were moving and moving forward, and it was a --  
16 they did everything and then they got monitored all at one time  
17 for a two or three-year period.

18 As you well know in this case, we have achieved certain  
19 things, and those things have been in place now for two or three  
20 years and been maintained. So we are actually having met part of  
21 that requirement as we go.

22 THE COURT: And there's absolutely no question about  
23 that, and that's what I alluded to earlier when I said given the  
24 particular facts and circumstances of a case. Certainly you are  
25 absolutely correct. I'll take the credit or the discredit for

1 the active monitoring of this case.

2 So with the good work of previous school boards and  
3 superintendent, this school board and this superintendent, we've  
4 gotten to where we are today. So there's plenty of credit to go  
5 around on the school board's side.

6 And as far as the blame, again, I said that earlier  
7 today in another case, the Evangeline Parish case. I'll take the  
8 tact that the President took yesterday. I'll take all the blame.  
9 I'm the judge. Blame me.

10 Okay. Ms. Taylor, if you would, help me. I read what  
11 it is that was said and I've done what I could to tell you where  
12 I think I am. And, again, I can always abuse my discretion and  
13 the Fifth Circuit can always clip my ears when they think I do  
14 something wrong. I certainly don't want to do that on purpose,  
15 but am I, in general, in the ballpark about how I think the law  
16 works in this circuit or you say, Judge, I know with great  
17 respect, I just think you're missing this?

18 MS. TAYLOR: Yes, Your Honor.

19 As you have alluded to, the United States and the  
20 private plaintiffs have briefed this issue, and we are, in fact,  
21 in accord with the idea of having a post period of time whereby  
22 the district can show its compliance with an order.

23 And since this order was entered on December 19<sup>th</sup> or  
24 somewhere thereabouts, we believe that there needs to be some  
25 amount of time to ensure the compliance with that order and all

1 the other existing court orders as required by *Board of Education*  
2 *of Oklahoma City Public Schools vs. Dowell*, which is a United  
3 States Supreme Court case dated 1991.

4 So we would ask that there be a retention of  
5 jurisdiction for the specific purpose of ensuring the compliance  
6 and performance of the duties and responsibilities identified in  
7 the most recent consent judgment.

8 THE COURT: All right. Well, now, let me say this.  
9 And so everybody is -- and, again, I've got lawyers up here for  
10 the school board, now for the United States, and I'm going to  
11 give Mr. White the opportunity to add anything to what Ms. Taylor  
12 just said if he chooses to do so, but for the school board  
13 members, it's very important that you all understand.

14 And you might feel like you've gotten to be school  
15 desegregation lawyers, as many hours as you've spent in this  
16 courtroom, but truly -- and I don't say that lightly even though  
17 you're not.

18 There is no question that some period of time is  
19 necessary. I mean, the issue is how much time. So that's what I  
20 was looking at.

21 Now, I would be less than true to my oath if I didn't  
22 say -- and, again, I think I gave all the congratulations need be  
23 at the last -- at the last December 19<sup>th</sup> hearing. I think I had  
24 even given your attorney some compliments, too, but -- and I  
25 don't mean to go back, but thank y'all, thank y'all, thank y'all



1 again, but your big issue or the big issue in this case in St.  
2 Landry Parish was the student assignment and facilities.

3 Now, by the hardest, through whatever method, you all  
4 were able to come up with three plans you came up with with the  
5 agreement that, Judge, if you -- whichever one you pick of these  
6 three -- this is our preference, but whichever one you pick, it  
7 becomes the school board's plan. That's the one after we had our  
8 hearing that I adopted.

9 And I know for some of you -- and I think I said no  
10 matter how you voted, I mean, there were constituents involved,  
11 constituencies involved, different issues from different  
12 districts, and I respected each of you for however you voted, but  
13 I was very pleased that whatever we ended up doing that now is  
14 the order of this court because you all submitted it to us, some  
15 at great political peril, that it's your order. Now it's the  
16 court's order. I didn't have to say, government, which school do  
17 you want me to close? And then, school board, well, why not that  
18 school, why not another school or whatever, or no school?

19 And in a real way -- and I think history will record,  
20 not immediately, that the school board did what the school board  
21 thought was best. It was the school board's plan, it wasn't the  
22 judge's plan, and that means a lot for the historical record and  
23 what's going to come and how well -- after we get through this  
24 first year or two, how well it will be accepted in the various  
25 communities that have been affected.

1           There is no way that I would ever bail out on this case  
2 or say y'all are unitary until we've got this thing implemented  
3 and running. I mean, that would be a complete dereliction of my  
4 duty under my oath as I see it.

5           The question is how long does that need to be. And,  
6 you know, unfortunately -- and I don't mean to open or reopen old  
7 issues, but we have been mighty close in this case a couple of  
8 times, and for the life of me -- and I believe this to my core.

9           I don't think we can get off track here because I am  
10 convinced that this school board, maybe by the hardest sometimes,  
11 maybe by seven to six sometimes, will not only continue to do  
12 what it's done up until now, but it will continue to move down  
13 this path, and under the leadership of this superintendent, you  
14 know, we're going to get to the day relatively quickly where it  
15 will be unitary.

16           So my concern, Ms. Taylor -- and, again, I hate to have  
17 you standing there while I've tried to make sure, as best I  
18 could, to explain first to the board members and then to the  
19 people who may be out here in the public, you know, where we are.  
20 I'm trying to figure out a time frame, because what I read, as I  
21 recall, and there's been a little bit of time since I've looked  
22 at it, you want a three-year period.

23           MS. TAYLOR: Yes, Your Honor, three years.

24           THE COURT: And will you give me as an officer of the  
25 court now, not as an advocate for a position, your view that

1 under given circumstances under the case law, I may do something  
2 less than that based on the history of the proceeding.

3 MS. TAYLOR: That's correct, Your Honor. The issue is  
4 whatever time period it takes for the board to do what they have  
5 to do. That's what it boils down to. The courts have typically  
6 identified that as three years. It can be less. It can be more.

7 THE COURT: Well, let me ask you this. You do a lot  
8 more of these kind of cases than I have or Mr. Caswell has and  
9 thank God for you and thank God for us, too, I think. I speak  
10 for Mr. Caswell on that one. We don't need any more. I've got  
11 two. He's got one. I don't think either one of us want any  
12 more.

13 Would you say -- or would it be a fair statement that  
14 Judge Melancon has involved himself over an extended period of  
15 time, been more fully involved over an extended period of time  
16 than most cases that you deal with?

17 MS. TAYLOR: Yes, Your Honor. That's correct.

18 THE COURT: Okay. So I will be -- I'm not going to say  
19 in a unique position, but I will be in a very good position to be  
20 able to make some kind of intelligent decision if I chose to  
21 deviate from the three-year period, and assuming I gave  
22 sufficient reasons based on my history, I would probably be in a  
23 position to probably make it stick, whatever I did.

24 MS. TAYLOR: Based on your history and the  
25 fact-specific evidence that's been entered into the record, yes,

1 Your Honor.

2 THE COURT: Okay. Well, thank you for that for now,  
3 and I'll get you back.

4 Mr. White, anything you would like to say or add to  
5 what's been said up until now?

6 MR. WHITE: Your Honor, I would like to say that I  
7 agree basically with the facts and the law stated by both  
8 parties, the government and the school board attorney. And I  
9 wholeheartedly agree with the statement that you made concerning  
10 the state of the law, that as long as you have been handling this  
11 case, you can make a decision of your choice as to whether or not  
12 it's unitary or not unitary and indicate that that's based upon  
13 your finding of facts. You've been with the -- with this case  
14 for several years, many years, and I'm sure that the Court of  
15 Appeal would not disturb your opinion.

16 THE COURT: Thank you, Mr. White.

17 And, again, I don't want anybody in this room,  
18 particularly the school board members, but anybody else --  
19 certainly the lawyers know and the school board members do, too,  
20 my inadequacies as a judge or as a human being. You've seen some  
21 of those probably -- whether you saw them or not, you certainly  
22 thought you saw them, and frequently you probably were right.

23 So I'm not trying to say that whatever I do  
24 automatically the Fifth Circuit is going to rubber stamp. It  
25 won't work that way, but given the state of the deference they

1 give to the district court, any district court's finding, the  
2 extent of my involvement in this case over an extended period of  
3 time, I would say while I can screw up anything, I probably won't  
4 screw this one up, and probably whatever I do, everybody would  
5 have to live with it.

6 Now, again, that's not because I'm a particularly smart  
7 or particularly good judge. It's just that this is pretty much  
8 hornbook law. It's pretty much hornbook, but we're in a good  
9 stage now. We're not at the early stage.

10 And, again, what I said on December 19<sup>th</sup>, you people on  
11 the school board did a magnificent thing for your parish by  
12 getting this 800-pound gorilla resolved. The issue now is just  
13 how long I monitor.

14 And before I figure that out or even state that today,  
15 there will be -- as I said earlier or alluded to, there will be a  
16 significant enough time for me to monitor the situation to make  
17 sure the plan that you all have said you were going to implement  
18 is, one, actually implemented, how successful it is, and the  
19 general good faith. The definition of good faith in a school  
20 desegregation case is that the school board or school system and  
21 its personnel have complied diligently with the court's orders.

22 And what you adopted when you closed your schools, most  
23 of those issues that we resolved or you all resolved that I made  
24 my order, that's what I'm supposed to monitor now, that you all  
25 have done everything you can to fulfill your commitment which is

1 now a court order.

2 And I will say this. And, again, I'm not -- I've come  
3 to know Superintendent Nassif in a professional capacity. I have  
4 not come to know him near as well as I knew his predecessor who  
5 I've said in this very room both before and after his death some  
6 really heartfelt, well-intentioned and I think right-on comments  
7 about the kind of human being he was and where his heart was for  
8 whatever frailties he, as all of us, have, but I think  
9 Superintendent Nassif is a good man. I think he's trying to do  
10 the best he can.

11 I don't want to get in school board politics, but one  
12 thing that did cause me pause for concern a couple of months back  
13 when you all were debating -- and all I know about that is what I  
14 read in the newspaper. As we all know -- and no offense to our  
15 friends in the press -- you can't necessarily believe everything  
16 the way it's written even though they're doing the very best they  
17 can. I believe that.

18 So I wasn't out on a fishing expedition on what's  
19 really going on there, but I was somewhat concerned in light of  
20 the history of this case that, uh-oh, we're not going to -- we  
21 have a new superintendent. Well, that kind of gets us back --  
22 we've been back to square one once before and I was saying I  
23 can't believe this would happen again. Well, it didn't.

24 I did note that for whatever good reason or not so good  
25 reason -- and it's y'all's business -- that the superintendent's

1 contract as I recall -- and I stand to be corrected; like I say,  
2 all I know is what I read in the paper -- was extended for one  
3 year when traditionally, with the exception, I believe, of the  
4 previous superintendent's last year, it's been a two-year, at  
5 least a two-year contract.

6 Now, I can't tell you -- and I don't even know the  
7 effective date of his new contract because it wasn't an issue in  
8 my mind at the time if it was even reported, but Don Washington,  
9 the United States Attorney, stood up in this very courtroom when  
10 you had the last change in administration and he said don't  
11 change horses in the middle of the stream or something like that,  
12 because, again, a certain amount of what I'm talking about about  
13 implementation, this is where it's going to be hard. There's  
14 going to be some tough decisions that are going to have to be  
15 made.

16 Whoever is making those decisions in the central  
17 office, the superintendent and his staff, will be going to the  
18 board for the board to implement consistent with whatever  
19 Louisiana law is.

20 And this would really be a bad thing. And I promise  
21 you -- you know, whether you, in your wisdom collectively, retain  
22 the current superintendent or let him go, I only say this because  
23 it could have an impact on this case. It's just a fact of life.  
24 And if that sounds like I'm pushing for Mike Nassif, I don't mean  
25 to be. I'm just trying to push for let's get rid of this sucker

1 as quick as we can.

2 And I promise you I don't think you need three years.  
3 That's why I wanted to make sure that I heard Mr. Caswell and  
4 Ms. Taylor and Mr. White. And you heard what the law is and you  
5 heard my perceptions and you know my involvement and all those  
6 things, but it's going to be longer than the one-year contract.  
7 I mean, I figure that.

8 So I only -- that's the only bump I can see in the road  
9 because I really believe the thirteen of you or at least seven of  
10 the thirteen every time will do what we need to do to get us  
11 across the goal. I believe that, but don't change the rider of  
12 the horse because he is the focal point. If you do that, you do  
13 it at some peril. That's all I say.

14 Now, you can do what you need to do. You've got  
15 constituents. And, like I say, I'm not -- it's not my job to  
16 second-guess you, but you do need to be aware of that. Like I  
17 say, that's a lesson you all have learned here before.

18 Now, Ms. Taylor, I need some help. I recall, not  
19 vividly -- and we made a pretty extensive record each time we  
20 released one of the *Green* factors in this case previously for the  
21 partial unitary status.

22 If you would -- and you can be corrected by either  
23 Mr. White or Ms. Vincent or Mr. Caswell if you misspeak or you  
24 don't recall. Which of the *Green* factors have been granted  
25 partial unitary status in this case to date?



1           And, again, we knew for a long time that student  
2 assignment and facilities was the 800-pound gorilla. Those were  
3 the work in progress which need to be monitored. It seems like  
4 we had some issues where we got to a point that we just couldn't  
5 go any further with, and I think I denied the school board's  
6 motion for partial unitary status on at least one *Green* factor  
7 and said file it again later, but where are we now from what's  
8 been checked off on by the Court?

9           MS. TAYLOR: Yes, Your Honor.

10           The school district has achieved partial unitary status  
11 in the areas of teacher assignment, transportation and  
12 extracurricular activities.

13           THE COURT: All right. Now, the teacher assignment at  
14 the time -- and I guess it was kind of a -- and, again, I don't  
15 want to mix the *Green* factors up, but teacher assignment, we took  
16 care of that and we had a three-year plan. That was way back and  
17 that's been basically continued through. So there was not an  
18 issue on that, but there was an issue with principals at one  
19 time.

20           I don't know that we ever got through that so the whole  
21 fact of the issue is over. It seemed like there were some  
22 support workers and staff that we all agreed that, look, these  
23 are almost minimum wage jobs and we can't make people drive 25 or  
24 30 miles or whatever the distance would be for that low a wage.  
25 That wasn't an issue, but principals were.

1           Now, we had the movement or the moving of the  
2 principals. From the government's perspective, where are we on  
3 that issue?

4           MS. TAYLOR: Well, currently we have -- and this is  
5 based upon the idea that the school district is not unitary until  
6 such time as they move for unitary status or there's a unitary  
7 status hearing or some kind of discussion of unitary status. So  
8 until that point they are currently not unitary status.

9           THE COURT: No. But I want to know from the  
10 government's perspective. I understand that procedurally, but  
11 from the government's perspective, where are we in what they said  
12 they were going to do and what the government thought they needed  
13 to do so that I can say, Mr. -- if Mr. Caswell files his motion  
14 for unitary status as to faculty or whatever subcategory we place  
15 the principals in, what's the government's best view about where  
16 they are in doing what they said they'd do?

17           MS. TAYLOR: At this point, Your Honor, they have in  
18 fact moved the principals. So that part is done. However, I  
19 have received some complaints about staff assignment that I at  
20 this point have not been able to review given that they were  
21 submitted to me in the last few weeks.

22           THE COURT: Well, talk to me about what you mean when  
23 you say staff assignment.

24           MS. TAYLOR: Well, yes, Your Honor. Essentially there  
25 has been some -- staff assignment is everything that does not

1 include teachers. So that includes principals, bus drivers,  
2 cafeteria workers, also people in the front office that work with  
3 the superintendent, central office staff.

4 THE COURT: And right now as far as you know they're  
5 complaints, but unsubstantiated until you make further  
6 investigation?

7 MS. TAYLOR: Yes, Your Honor. I'm not in a position to  
8 make an assessment to the Court about their compliance as it  
9 relates to staff assignment.

10 THE COURT: All right. Well, what I want -- and I  
11 don't want to jam Ms. Taylor, but what I want you to do,  
12 Mr. Caswell, within 30 days I want you to -- if you think you're  
13 ready -- and you should confer with Ms. Taylor and Mr. White, but  
14 within 30 days, unless you file a motion saying, Judge, we're  
15 still conferring between Ms. Taylor and Mr. White and myself, I  
16 would like more time, I want you to file a motion for unitary  
17 status as it relates to faculty. That would close that out.

18 And, Ms. Taylor, if y'all can't agree after  
19 investigation, then you'll let me know how much time you need,  
20 Ms. Taylor or Mr. White, to do whatever discovery you need to do,  
21 and then I'll set a contradictory hearing and we'll get that  
22 issue resolved.

23 Now, Ms. Taylor, what was the one that -- and I think  
24 this had to do with special needs children or maybe I'm getting  
25 that mixed up. I've forgotten now under which *Green* factor this

1 fell and that's the one that I denied, the motion that they  
2 filed.

3 Which one was that, Ms. Taylor?

4 MS. TAYLOR: That *Green* factor is quality of education.

5 THE COURT: Quality of education, which, again, we had  
6 that discussion this morning.

7 Go ahead. Where are we?

8 MS. TAYLOR: What's your question, Your Honor?

9 THE COURT: I'm saying where are we because I know we  
10 had -- and this was another one of those issues that, again, not  
11 trying to throw anything on the school board or the members of  
12 the school board, but y'all had a big issue about is he going to  
13 be -- I've forgotten the terms we used for the level of pay and  
14 the level of deference that we give to these positions within the  
15 school system, supervisor or -- supervisor or what? What's the  
16 other one?

17 SUPERINTENDENT NASSIF: Coordinator.

18 THE COURT: Coordinator. Okay.

19 I think that was ultimately resolved in some form of  
20 fashion, and ultimately I think that that person was selected and  
21 we've gotten there and it was supposed to be some kind of program  
22 or plan.

23 From the government's perspective, where are we now?  
24 If I instruct them to go ahead and file for that *Green* factor,  
25 what would be the best view that the government has about what

1 they've done that you thought they should have done or why I  
2 denied them the last time?

3 MS. TAYLOR: Your Honor, we would object to that *Green*  
4 factor, and the basis of our objection would be that part of the  
5 December, 2008, plan does in fact include a quality of education  
6 component in that it needs to be assessed whether or not they're  
7 providing services to students with special needs. We need to  
8 assess whether or not they're going to offer the same course  
9 offerings.

10 We have received additional parent complaints on  
11 Tuesday of this week about a difference in course offerings and  
12 things of that nature, special needs issues. So based upon  
13 information on what I have to date without having a conversation  
14 with Mr. Caswell, getting further information from the district,  
15 we would have to object.

16 THE COURT: Okay. Well, Mr. Caswell, let me say this.

17 And, Ms. Taylor and Mr. White -- now, Mr. White, I  
18 don't mean to be cutting you out of this conversation. Forgive  
19 me. I'm just making it, instead of a two way, a three way.

20 I didn't mean to do that, and I'll certainly -- any  
21 time you need to say anything at any juncture, just stand up and  
22 I'll realize my error or the error of my ways. And I'm going to  
23 give you the full opportunity to address everything that we've  
24 talked about up to now.

25 But, Mr. Caswell, I'm going to instruct you to go ahead

1 and file another motion and I'm going to ask you to do that  
2 within 30 days. And I want you to work with Ms. Taylor. She's  
3 going to investigate these -- what now are unsubstantiated  
4 grievances, but may turn out to be something.

5 If in fact after she investigates -- I mean, if she  
6 needs more time to make a response, I'll give that to her. We'd  
7 go ahead and I'd have a contradictory hearing and do what I  
8 thought was right based on the information submitted.

9 And, on the other hand, I have every confidence that  
10 you, as the school board attorney, and Superintendent Nassif, as  
11 the leader of the ship, captain of the ship here, if there was a  
12 legitimate beef, he would get it fixed right away so you could  
13 report it the next time we have one of these conferences. Well,  
14 Judge, Ms. Taylor pointed this out to us or Mr. White pointed  
15 this out to us, and, by gosh, you know, they were right. It was  
16 an oversight on our part or something that needed to be corrected  
17 and we've corrected it.

18 But still, again, I may not act on that the next time  
19 we meet, but we'll be in a position where it's teed up and ready  
20 to go so we can do that other part. That second part of my  
21 obligation is to return this school system back to these folks,  
22 the people's elected representatives, as soon as practicable.

23 So we're together on that?

24 MR. CASWELL: Yes, sir.

25 THE COURT: All right. Ms. Taylor, what else besides

1 student assignment and faculty -- I mean -- excuse me --  
2 facilities is out there in this St. Landry Parish School Board  
3 universe?

4 MS. TAYLOR: Student assignment and facilities are the  
5 only remaining factors.

6 THE COURT: Okay. Well, that is the one that we will  
7 monitor based on what the school board did when they adopted the  
8 consolidation reorganization school closure plan, whatever you  
9 want to call it. That's the one I intend to monitor. I'll make  
10 up my mind about how long I need to do that after I study a  
11 little bit more what it is they're supposed to do.

12 And the next time we meet sometime in July, either the  
13 week of July the 13<sup>th</sup> or July the 20<sup>th</sup> -- and I'll let you know  
14 within the next week which of those two weeks -- we'll see where  
15 we are as far as implementation of that plan. Then I'll be in a  
16 position to say, well, I want -- I've got to give it at least  
17 this much time to make sure not only they're doing what they said  
18 they were going to do, but it's working the way we all thought it  
19 would work. That's kind of a two prong thing here.

20 And I don't want to ever go back to this school board  
21 or have to go back to this school board or get their lawyer to  
22 have to go back to this school board and ask them to vote on  
23 anything like this again if we can help it by any means. Y'all  
24 have -- your pound of flesh has been given, some of you more than  
25 a pound, and by hook or by crook, three plans, seven votes,

1       however it was done, y'all did it and thank you for it.

2               Now, Mr. White, at this juncture on anything that I've  
3       addressed up until this point, is there anything you need to say  
4       or any questions you have about what I said or anything you want  
5       to add to what Ms. Taylor might have said?

6               MR. WHITE: Your Honor, I think you've covered it very  
7       well except that it was called to my attention that the school  
8       board had not continued on its effort to desegregate its  
9       administrators in the schools or made an effort.

10              I think it assigned several principals who were at  
11       schools that were previously black according to their -- or  
12       identified with their racial family and it moved those principals  
13       and sent other principals in. I think that that's a matter that  
14       he should --

15              THE COURT: Now, are you making reference -- and I kind  
16       of read about that in the paper. I think that was the source,  
17       which is my basic source for everything, I guess, if it's not  
18       said here in the courtroom.

19              A Caucasian principal was moved from some school that  
20       was historically Caucasian to some school that was historically  
21       African-American who in turn applied for an administrative  
22       position and who the school board, in its wisdom or lack thereof  
23       after the process that was established by previous order of this  
24       court and I think of another judge to make sure that we had the  
25       best qualified candidate, took into consideration all the factors



1 that need to be and it wasn't being hometown, just white folks  
2 getting jobs. They went through that process, but it ended up  
3 that this Caucasian principal that had been moved got the job in  
4 the central office.

5 Is that what you're making reference to?

6 MR. WHITE: No. I'm making reference -- that does  
7 become a part of it, but I'm making reference to the fact that  
8 they moved two or three principals around and then they ceased to  
9 do that.

10 THE COURT: Well, you're going to have to help me. Be  
11 more specific if you can because my view, Mr. White, was that  
12 everything that they said they were going to do, they did.

13 The only deviation was when this principal -- and it  
14 doesn't matter his name and I don't even need to say it, I don't  
15 recall it -- who had been the Caucasian principal at a racially  
16 identifiable Caucasian school was moved to a racially  
17 identifiable -- historically racially identifiable  
18 African-American school.

19 Then he went through the -- there was a vacancy in the  
20 central office. He applied for that vacancy. He went through  
21 the process that this Court set many years ago, I believe, and he  
22 turned up being the recommendation of the biracial group, which  
23 the superintendent or the school board, however that worked, had  
24 appointed, as the best candidate and he was the one that was  
25 hired. That's the only thing I know about that.

1           Have you got something else besides that?

2           MR. WHITE: I've got something else besides that, Your  
3 Honor. I thought they had embarked upon a policy of  
4 desegregating the administrators of the school.

5           THE COURT: When you say administrative, you're talking  
6 about in the administrative office of the central office?

7           MR. WHITE: No. The schools, the high schools.

8           THE COURT: Well, that's what we're talking about, the  
9 principals.

10          MR. WHITE: That have not been moved to change the  
11 identity of the high schools.

12          THE COURT: I'm not following you.

13          MR. WHITE: High school principals. The high school  
14 principal at Opelousas High is identified as an African-American  
15 and Opelousas High is a majority African-American school. The  
16 high school principal at Beau Chene is a white principal which is  
17 a majority white school. The high school principal at Eunice is  
18 a white lady who is at a school with a majority of white  
19 students.

20          THE COURT: Well, Mr. White, let me -- if I could  
21 interrupt you.

22          And, Ms. Taylor, you help me if I'm wrong.

23          Now, my memory, I want you to know, Mr. White and Ms.  
24 Taylor and Mr. Caswell, which has probably been obvious to a  
25 number of you who come here regularly, is not what it used to be,

1 but my recollection was there was a set of -- or a list of  
2 principals at the various schools. The government and I thought  
3 Mr. White went through that list. The government suggested if  
4 you move this, this, this and that, then we feel like you will  
5 have been in compliance with the obligation under the case law as  
6 it relates to principals.

7 Now, my belief is that as to each one of the suggested  
8 moves, that the government and I thought you had indicated if  
9 that's done, then we're not going to object to it. The only  
10 variance from that to my knowledge, Mr. White, is this one  
11 principal, who was moved from a historically white school to a  
12 historically African-American school, applied for a position in  
13 the central office, and after going through the process, he was  
14 selected by the biracial group as the best candidate and he was  
15 hired. Now, that's the only deviance that I know.

16 And, Ms. Taylor, my question to you, is that not the  
17 procedure we used, you guys said -- or the government, the  
18 federal government said do this, this and that and it's okay?

19 MS. TAYLOR: Yes, Your Honor. However, let me just say  
20 this.

21 What occurred -- I just want to clarify the process --  
22 is we identified this as an outstanding issue in the case, and we  
23 asked the school district to come up with a number -- and we  
24 didn't identify a number -- as a means to address this issue.  
25 And, in fact, when we did the principal switch last year, that

1 was -- that was the agreement of the parties.

2           What I think Mr. White is alluding to is the fact that  
3 they are not unitary, and as long as they are not unitary,  
4 there's an ongoing obligation to ensure that they are furthering  
5 segregation and that could be, you know, addressing the principal  
6 assignment. I have not looked at that issue and I cannot respond  
7 to it.

8           THE COURT: Well, all I'm saying to you, Ms. Taylor --  
9 and, again, I'm reading in realtime what you've just said. And,  
10 you know, you're a great lawyer, but that was lawyer talk to me.  
11 I don't understand what you said.

12           MS. TAYLOR: Okay. Where shall I begin? What part did  
13 you -- all of it? All right.

14           THE COURT: What I thought -- let me just cut to the  
15 chase on it. I thought -- and I'm one of those guys where a deal  
16 is a deal, and I thought the deal was here's the principals.

17           Now, this was the concept that I know some members of  
18 the school board, maybe all of them, and I know the public at  
19 large had to be saying -- scratching their head and saying, look,  
20 what's the issue, because at the time this came up, there were  
21 more African-American principals in St. Landry Parish than  
22 Caucasian principals by two or three. I've forgotten the number.

23           Well, the school board's position initially was, well,  
24 that just shows that we ought to be okay in that *Green* factor.  
25 Well, no, because you want to make sure that you have not

1 racially -- historically racially black or white schools being  
2 headed by black or white principals as the case may be. That's  
3 part of what the higher courts have said you've got to do. You  
4 don't want to make them identified by race by who is the  
5 principal and who are the administrators and other things.

6 So that's where we were. So I said, school board,  
7 you're wrong. And I said give us a list. The government had a  
8 list. I thought Mr. White was part of that process. You tell us  
9 what you can live with because -- and, again, I might have said  
10 something like give me the Chevrolet and not the Cadillac or  
11 something like that, but tell me what passes constitutional  
12 muster from the same oath you took that I took to make sure the  
13 constitution and laws of the country are upheld. You did that I  
14 thought with Mr. White's acquiescence. So that's why I say a  
15 deal is a deal.

16 Now, the only change in the deal is -- and I don't know  
17 that this was wise, and if I would have been on the school board,  
18 I might have been thinking down the road, ladies and gentlemen of  
19 the school board -- and I always want you to get the best and  
20 most qualified, and I don't want anybody to be punished because  
21 of their race, whether that's black or white, but this principal  
22 -- and I don't want to know his name again, but was moved to  
23 accomplish this agreement that the government -- and I thought  
24 Mr. White at the time -- had made with the school system. You do  
25 this and you're going to be okay on this *Green* factor.

1           And then after those moves were made with the heartfelt  
2 objection by some parents and the principals or whatever else --  
3 I remember there was a little bit of a hoorah as there is  
4 whenever you have a change of any kind -- the position in the  
5 central office comes up.

6           This Caucasian principal who's moved to the  
7 predominantly black school, as is his right, applies and he goes  
8 through the process. He gets picked. Now, if I'm on the school  
9 board, I might be thinking of the big picture saying wait a  
10 minute. We just fixed one problem. Do we want to mess with  
11 maybe messing it up so Ms. Taylor or Mr. White in this case in  
12 good faith can stand up and say, wait a minute, what's the deal,  
13 because, like I just said, a deal is a deal.

14           So it ought to be, if I'm right about the premise that  
15 we move these three or four principals or maybe five -- I've  
16 forgotten what it was.

17           MR. CASWELL: Six.

18           THE COURT: Six. Mr. Caswell hold his hands up, six.  
19 With the exception of this one, which is a fixable situation --  
20 and I don't know if that's been done yet. I haven't read that in  
21 the paper, but I don't read it every day. Just so we keep it so  
22 it doesn't go back and fall into a racially identifiable school,  
23 you're probably going to be all right.

24           And, again, I don't want to say that principals are  
25 fungible because there are a lot of really good principals and

1 there are probably some principals that aren't quite as good as  
2 others, but in a legal sense for this Court and in a school  
3 desegregation case, principals are fungible and none of us can do  
4 anything about our race.

5 So if the principal is fungible and we need an  
6 African-American at a school or a Caucasian at a school, they're  
7 fungible, that's the way I look at it, unless there was something  
8 else just really lacking about some principal that made him or  
9 her less than worthy to even be a principal. I guess I could  
10 enter into it that way, but it would be a very far stretch.

11 So I just want to know where the heck you think we are,  
12 Ms. Taylor, so I can answer Mr. White's question and let  
13 Mr. White come back and say, Judge, but I really wasn't talking  
14 about that. I was talking about this. I thought we had settled  
15 this issue and, like I said, a deal is a deal.

16 MS. TAYLOR: Well, as I was saying before, there was an  
17 agreement to allow the transfer of principals at the non high  
18 school level. There was an agreement with that. We said if you  
19 do this, then we believe you're consistent with your  
20 desegregation obligations.

21 THE COURT: Okay. And I believe Mr. White was part of  
22 that agreement. Is that true?

23 Because all along, Mr. White, I've tried never to -- to  
24 make sure Mr. White was always included in everything we did.  
25 There have been occasions, as Mr. White knows because this is not

1 the only case he has, and I'm not suggesting it's the only case  
2 you or Mr. Caswell have, but he's got a varied practice.

3 Sometimes I call telephone conferences or -- well, just  
4 telephone conferences. I never schedule a conference on short  
5 notice. Sometimes we have not been able to get him, but this was  
6 done over a number of these in-court sessions, I believe, or at  
7 least face-to-face meetings. It wasn't just done one thing on  
8 the telephone like we do some things.

9 MS. TAYLOR: Yes, Your Honor.

10 For the same reasons that you cited, I often will -- I  
11 can't with certainty say that he was completely involved in the  
12 process. So I think --

13 THE COURT: But what I'm saying is you don't have any  
14 recollection that he was excluded?

15 MS. TAYLOR: At times he was.

16 THE COURT: But on this process?

17 MS. TAYLOR: Yes, Your Honor, because we did e-mail  
18 exchanges. Even now we have issues of excluding the private  
19 plaintiffs that we're trying to cure.

20 THE COURT: Well, if that's correct, you know, forgive  
21 me. I don't think that's correct, though, but you're much  
22 younger than I am. You've got a much better memory than I do,  
23 but that's not the way I operate. I never want to exclude  
24 anyone.

25 MS. TAYLOR: No. And I wouldn't say it -- it was just



1 in an age of information and speed, often we would exchange  
2 e-mails. I believe one of my e-mails was published and I don't  
3 think that Mr. White was copied, but the end result was I believe  
4 he was aware that there was a principal exchange and my  
5 recollection is that he agreed to it.

6 THE COURT: Okay. Mr. White, now help me because I've  
7 got, again, the greatest respect for not only your ability, but  
8 certainly your integrity, and I'm just trying to make sure we're  
9 talking apples and apples and not apples and oranges. I've  
10 probably beat this horse to death and made it a bigger deal than  
11 it was, but I've got a distinct recollection. That's why I was  
12 surprised when you said it might be more than this principal who  
13 applied to move up to the central office.

14 MR. WHITE: Possibly I'm in error. It's always good to  
15 admit when you make a mistake. I think I had the wrong  
16 impression, Your Honor, and this is the impression that I thought  
17 -- this is the impression I had, that we were embarking upon  
18 changing the identity of the administrators of the schools of St.  
19 Landry Parish, not just changing one principal or six principals,  
20 but everywhere there is a school, no one should be able to go and  
21 look at a school and say, oh, that's a formerly black school.  
22 That's a formerly white school.

23 And I must commend the board. It did change several of  
24 those schools. Grand Prairie. They haven't changed Plaisance.  
25 They probably need to change that one. They changed North

1 Elementary and they changed Krotz Springs and they changed  
2 Arnaudville that I know. Now, maybe they have changed some  
3 others. I remember that. I thought we were embarking upon the  
4 process of changing the identity of the administrators of the  
5 schools, not just changing one or two.

6 THE COURT: Well, Mr. White, to be clear, this is what  
7 the Court intended. This is what I understood the lawyers to  
8 understand. This is what I believe the law requires.

9 You do what you can to the extent that it's  
10 practicable. You do not -- just like you do not have to have --  
11 and this has caused a lot of heartburn and misunderstanding  
12 between a lot of people because we've got some schools that by  
13 student population are racially identifiable and the public and I  
14 guess some school board members have had a hard time grasping  
15 that concept.

16 The law is not that if you've got 60 percent Caucasian  
17 in the district and 40 percent African-American in a district,  
18 that you've got to have each of your schools 60/40 to reflect the  
19 systemwide makeup. It's the same law as it relates to  
20 principals. You just cannot have schools that the whole thing is  
21 rigged and set up that way.

22 My request of Ms. Taylor and I thought of you and of  
23 the school board, school board, give us a list of principals.  
24 Government, original plaintiff, let us know if we move these  
25 numbers -- notwithstanding we had at the time more

1 African-American principals than Caucasians. Let's get these  
2 racially identifiable schools so that systemwide it's not that  
3 way, not that at every school it would be that way. That's what  
4 I always intended and I think that's what's been done.

5 MR. WHITE: But they haven't done that.

6 THE COURT: Well, I thought --

7 MR. WHITE: Maybe they -- maybe an agreement --

8 THE COURT: No. With the move of the six, Mr. White,  
9 they did do that.

10 MR. WHITE: They moved the six, but they haven't moved  
11 principals to erase the identity of the school.

12 THE COURT: But with great respect, Mr. White, that's  
13 not what the law requires, not on the facts of this case. It is  
14 the Court's not only belief, but finding, based on my  
15 recollection and what was said here today, that assuming the  
16 school system has addressed the issue of the white principal who  
17 was bumped up to the district office through the merit system  
18 that was set up by another judge, if they've addressed that and  
19 not made that go back to an African-American situation, then  
20 they've complied with the agreement of what this Court intended.  
21 That's my finding.

22 MR. WHITE: Well, I don't think they have even done  
23 that, Your Honor, but I respect your finding.

24 THE COURT: Okay.

25 MR. CASWELL: May I?

1           THE COURT: Mr. Caswell, you don't have to beat a dead  
2 horse here. You can screw it up, I guess, but go ahead if you  
3 need to.

4           MR. CASWELL: I'm not going to beat the dead horse. I  
5 agree with you. We have addressed it. We did have a deal. It's  
6 a done deal. It's over with and I do believe we stick to the  
7 agreements we make.

8           I want to address the principal issue at North that you  
9 brought up because what the superintendent would like to do is  
10 because we do have a Caucasian principal with substantial  
11 administrative experience being displaced at one of the schools  
12 closing in the north of the parish, it's closing pursuant to this  
13 Court's December order, that Caucasian principal will be  
14 transferred to North Elementary such that the six schools that we  
15 said we were going to change will not take a step backwards as a  
16 result of the --

17           THE COURT: This Court has no business in saying which  
18 individual goes where. That is the superintendent's call subject  
19 to board approval. I trust the board will exercise its  
20 responsibilities of policy making in a general sense, and if you  
21 do what you said, that I said was my factual finding, a deal is a  
22 deal, that dog hunts for me.

23           And if you've got -- if this principal is as  
24 represented, considerable administrative experience, otherwise  
25 good principal, then you don't have a problem there.

1 Ms. Taylor, you've got something to say. Come on up  
2 here.

3 MS. TAYLOR: And I'm not going to be the one to do it,  
4 but I just want to clarify that the information -- the review  
5 that I was alluding to earlier is we're dealing with this issue.  
6 So I had asked the school district to wait to make that decision  
7 until I could review all the information. So while the Court has  
8 already said --

9 THE COURT: Which decision?

10 MS. TAYLOR: The issue of principal assignment and the  
11 administrator assignment are tied together, the decision that you  
12 just indicated for the assignment of the principal at North  
13 Elementary. So I would just ask for the opportunity to at least  
14 review the complaint from the person.

15 THE COURT: Let me say this.

16 MS. TAYLOR: Yes, Your Honor.

17 THE COURT: Again, I applaud you as the United States  
18 representative for diligently looking into every complaint, but,  
19 you know, I'm 63 plus years on the planet. You do a lot more of  
20 these, as I said, than I do or Mr. Caswell. I've done about 15  
21 of them in 15 years, but I know you know that just because you  
22 receive a complaint -- and you don't have to give me an answer to  
23 this, but I would bet way more than half of them don't have merit  
24 at all. It's just people's perceptions.

25 Then when you get there, you uncover -- and not

1 sometimes where there's smoke, there's not fire because a lot of  
2 times there is. You've turned over a bunch of good stuff to me,  
3 some in this very case and certainly in the other cases that we  
4 share together now. I expect you to go do that, but I cannot and  
5 I will not at this stage with the school year coming up hold off  
6 on let's move a principal.

7 Now, if there's something wrong with him or her, this  
8 principal that's supposed to have great administrative experience  
9 and otherwise not qualified to be a principal and is going to do  
10 something just really dastardly and maybe ought to be in jail, we  
11 can address that at a later date, but I'm not going to tie up the  
12 educational process so you, doing due diligence, go do what  
13 you've got to do. I want you to do that, but we're too late in  
14 the game on this and it's too close to the next school year  
15 already because you don't just turn on a dime like that.

16 MS. TAYLOR: Right. But I guess my concern was a point  
17 of process. I had consulted counsel for the district and said I  
18 would get back to him in two weeks and he said that was okay, but  
19 now he comes to the Court and asks permission without consulting  
20 me.

21 THE COURT: No. I think what he was doing is saying,  
22 Judge, this is what we're going to do.

23 Now, you gave her two weeks, Gerard. Give her two  
24 weeks to investigate her thing. If there's anything I need to  
25 know, call for a telephone conference. I don't have any

1 objection. I think that's not unreasonable, especially if that's  
2 what you previously agreed to. I just trust the school board  
3 will listen to whatever the superintendent's recommendation is  
4 after the lawyers go through this process and just go ahead and  
5 say, Mr. Superintendent, that's your job. You place the  
6 principals wherever you think they need to be especially so we  
7 can get -- not run afoul of the Court's order or the agreement we  
8 made with the Court.

9 Mr. Caswell, are we together?

10 MR. CASWELL: Yes, sir.

11 I just wanted to make a point of I did share some  
12 information concerning this principal that is to be moved with  
13 Ms. Taylor. I was unaware that there was a two week of anything.  
14 She was simply going to get back to me and I'm still waiting for  
15 her to get back to me and I agreed that I will.

16 THE COURT: Okay. Mr. Superintendent, how long before  
17 -- let's assume it's going to happen barring some unforeseen  
18 event. You've got how many -- another two months of school left  
19 now and then you've got a two-month period that the principal  
20 needs to be in place and rocking by -- what's the drop-dead date?

21 SUPERINTENDENT NASSIF: Now, Your Honor. The next  
22 board meeting is April 8<sup>th</sup>.

23 THE COURT: Well, I'm going to instruct you not to do  
24 that until the next meeting and give Ms. Taylor the time she  
25 needs. I fully expect that there won't be an issue unless

1 Ms. Taylor comes up before April the 8<sup>th</sup>.

2 Ms. Taylor, it would be really good if we could let  
3 this school system and these people's elected representatives do  
4 their job following their superintendent's lead if you can do it  
5 by then.

6 If she hasn't had time to get back to you by then  
7 through Mr. Caswell, put it off until the next meeting. I can't  
8 imagine anything not happening that ought to happen, but just to  
9 be reasonable for everybody because we're all trying to be  
10 reasonable here.

11 All right. We're okay with that? Mr. Caswell, you  
12 understand?

13 MR. CASWELL: Yes, sir. And the point I was just  
14 trying to share with Lisa and I want the Court to be aware of,  
15 the principal at North Elementary got the job at central office.  
16 North Elementary doesn't have a principal.

17 THE COURT: I understand.

18 MR. CASWELL: We just want to get somebody there as  
19 quickly as possible.

20 THE COURT: I understand that. So it's in place now.  
21 We've moved him. Okay. I wasn't thinking that way. That is a  
22 distinction with a difference. What are you going to do with the  
23 school you're moving him out of?

24 MR. CASWELL: Well, that's the school that's going to  
25 be closed.



1 THE COURT: But it's going on for two more months.

2 MR. CASWELL: I understand that. We're going to staff  
3 it with central office people.

4 SUPERINTENDENT NASSIF: Correct.

5 THE COURT: I guess you could do that with the other  
6 school, too, if you had to. I'm not trying to -- Ms. Taylor, do  
7 you think you can get this done so they can do this on April 8<sup>th</sup>  
8 so we're not screwing up the --

9 MS. TAYLOR: The only reason I haven't done it yet is  
10 because I'm right here in front of you. I promise we're going to  
11 deal with this next week.

12 THE COURT: All right. It looks like we're back on for  
13 the 8<sup>th</sup>.

14 Superintendent Nassif, looks like you'll be back on for  
15 the 8<sup>th</sup> unless Ms. Taylor notifies Mr. Caswell and me and  
16 Mr. White otherwise. Okay?

17 SUPERINTENDENT NASSIF: All right.

18 THE COURT: All right. Now, it seems like we got off  
19 course here and I've forgotten where I was going next, but it  
20 seems like it was important.

21 All right. Well, let's go back to see what else we  
22 need to talk about.

23 Ms. Taylor or Ms. Vincent, anything we need to bring up  
24 at this time we can discuss that we haven't discussed or any  
25 question about anything I might have said?

1 MS. TAYLOR: Thank you, Your Honor.

2 We have -- I know that you talked about not wanting to  
3 go through every single complaint, but we have had some serious  
4 concerns raised regarding the --

5 THE COURT: No. I want you to -- listen to me. I want  
6 you to do what you need to do. I'm not saying that. I just do  
7 say that more than 50 percent of complaints turn out -- I mean,  
8 the letters I've gotten -- complaints by school board members  
9 I've gotten turn out not to be at least half the time, but go  
10 ahead.

11 MS. TAYLOR: I'll just go by *Green* factor.

12 For student assignment, we became aware of a delay in  
13 the publishing and dissemination of M to M applications for the  
14 next school year. We have worked with the school district.  
15 There may have been some misunderstanding, but we have received  
16 complaints from parents who tried to get this application and  
17 they couldn't.

18 I was informed today that that has been cured, but we  
19 have requested that the district not -- we had agreed previously  
20 to change the deadline, but we'd like the deadline to go back to  
21 the original deadline of June 15<sup>th</sup> and to encourage the school  
22 district to advertise so that people know because there's a  
23 shorter time frame for people to avail themselves of this  
24 opportunity.

25 THE COURT: And, Mr. Caswell, I've got to say this to

1 you. Some of the school board members I know will remember and  
2 some of the newer ones may not, but this is not the first time  
3 we've had issues on when you do the advertisement and when you've  
4 got to sign up and who even has to sign up.

5           Didn't we get to the point where if you had a child  
6 that was in the M to M program last year -- let's just say, for  
7 instance, Park Vista. And I've forgotten this year if Park Vista  
8 was majority white or majority African-American. I've forgotten  
9 which, but it's kind of on the border line, which is a good thing  
10 because it will flip back and forth hopefully and still maintain  
11 its high academic standing as it has, but that you don't have to  
12 go back and reinvent it again.

13           I've forgotten how we handle it, but there was some  
14 late notice, and there was a few years ago you wanted to wait up  
15 until July or something. The government wanted that and the  
16 school board said, no, that's unreasonable. We've got to do bus  
17 transportation. We don't want the same problem over in St.  
18 Landry that they had here in Lafayette.

19           And we've been through this, you know, before. I'm  
20 just trying to -- where are you from the school board's  
21 perspective, Mr. Caswell? I mean, are we okay on that?

22           MR. CASWELL: Yes, sir.

23           We've worked out, as Ms. Taylor said, the end of that  
24 -- all of that's been taken care of.

25           I'm sorry, Your Honor.

1 THE COURT: It's okay. You've been in state court.

2 MR. CASWELL: We've got that worked out. It's taken  
3 care of. There's no shortening of the deadline to apply. There  
4 was a problem. Instead of the notice hitting the newspaper in  
5 January, it hit in February actually, and those applications are  
6 available and all of that is being handled.

7 THE COURT: All right. Well, I don't know,  
8 Mr. Superintendent and Mr. Caswell, how you do it, but when I was  
9 a lawyer -- and thank God I'm not a practicing lawyer. I'm still  
10 a lawyer. Once a lawyer, always a lawyer, I guess, unless they  
11 kick you out, but it's kind of like they used to teach in  
12 catechism. You get that little mark on your soul, you know,  
13 whatever.

14 But, you know, you calendar these things so you know  
15 that every year -- and it might be, Mr. Caswell, for you to back  
16 up the superintendent's calendar so that every January, the third  
17 week, or whatever it's supposed to be, it's an automatic notice  
18 that goes over to the Daily World or wherever the official  
19 publication is or whatever publication it's supposed to be in.

20 MR. CASWELL: Yes, sir.

21 THE COURT: Because, you know, this is stuff -- and,  
22 again, this is not bad faith. It's just like, you know, stuff  
23 happens if you don't do it that way. That's all I'm saying.

24 MR. CASWELL: Yes, sir.

25 THE COURT: Okay. Go ahead, Ms. Taylor. So we've got

1 that covered.

2 MS. TAYLOR: Yes, Your Honor.

3 The second student assignment issue is that we have  
4 received reports from parents involved in the schools affected  
5 with the December, 2008, plan of varying information in terms of  
6 what students are going where, projected enrollment.

7 Parents are very concerned about this and have so  
8 indicated to the department about being -- having mixed messages,  
9 not having consistent information. So I was obviously concerned  
10 because we had, you know, entered into this agreement assuming  
11 that the projected enrollment numbers were accurate.

12 So I had brought this to the attention of the school  
13 district as well as Mr. Hefner who is working with the school  
14 district, particularly as it relates to Opelousas High. There  
15 were some discussions about the numbers being off by at least 200  
16 kids, and if that is the case, there may be some issues that we  
17 may bring to the Court's attention when we find the information  
18 to be confirmed.

19 THE COURT: Well, let me say I received a copy of that  
20 letter that you received, and I'm not going to mention the author  
21 because it would serve no moment. It was very eloquent and  
22 reasonably stated.

23 And actually people that I've known for many years  
24 called me and said, gee, Judge, this is not what we thought it  
25 was going to be because we lose 200 kids. My comment was, number

1 one, this was the plan of the school board that everybody said is  
2 okay and that the Court has adopted. That's number one.

3 Number two, if you tell me we're losing 200 kids at  
4 Opelousas and most of them -- Opelousas High and most of them  
5 happen to be African-American and they're going to schools that  
6 happen to be predominantly Caucasian generally speaking, the fact  
7 that you have 200 less students at Opelousas High, which means  
8 you are in a lower football classification or basketball  
9 classification, there's not anything that the federal judge in a  
10 school desegregation case with the intent to desegregate the  
11 school system can or should be concerned with.

12 And, again, unless there was a purposeful  
13 misrepresentation and we're just trying to get rid of black kids  
14 at a predominantly black school or so we can affect the football  
15 or basketball or track schedule and the government missed it and  
16 the school board missed it or the judge missed it, I'm not going  
17 to go revisit my order or ask these fine men and women on the  
18 school board, well, let's go do another plan or I'll make you do  
19 something. I'm just not going to do it over that kind of issue.

20 Now, if there's a racial disparity that's making the  
21 school in fact less integrated, then you've got my attention and  
22 then I'll revisit my order and then I'll put it on their plate,  
23 but my perception is that's not the case.

24 Is it your perception that I'm wrong?

25 MS. TAYLOR: Well, yes, Your Honor.

1 THE COURT: Am I wrong?

2 MS. TAYLOR: The former, not the latter. Essentially  
3 what has been reported -- and I haven't confirmed it; I'm just  
4 advising the Court -- is that there's not as many white students  
5 coming as reported. So that is where I'm concerned, not about  
6 the football, not about the other issues, but that white students  
7 are not going to be transferred to that school as indicated in  
8 the plan that was filed by the Court.

9 THE COURT: Well, if that's true, Ms. Taylor, I will --  
10 I started to say -- and it's too crass. I was going to say I'd  
11 bust their butt. I would. I would bust their butt. Don't worry  
12 about that.

13 And, Mr. Caswell, if that's true, Mr. Nassif and you  
14 both have lost a lot of credibility with this Court and so did  
15 Mr. Hefner. I can't imagine that happening, but if it's true, it  
16 will be a factor. I don't prejudge anything.

17 So if you've got some information or if people come in  
18 here under oath and say that, Ms. Taylor, then we've got a world  
19 of hurt in line.

20 MS. TAYLOR: And to be clear, I'm not pointing fingers.  
21 I'm just trying to confirm the information. I believe that the  
22 numbers are accurate, you know, based upon what I saw, and I do  
23 believe Mr. Hefner would have provided accurate -- we're just  
24 confirming the numbers and advising the Court.

25 THE COURT: Okay. Well, you know, I'm not going to say

1 something that's new or novel, but our perceptions get to be our  
2 reality, and a lot of people's perceptions about the way things  
3 are or ought to be are their realities. So they'll tell you  
4 something in good faith and it has nothing to do with what I'm  
5 here doing in this case.

6 MS. TAYLOR: Yes, Your Honor.

7 The next issue is we've become aware through the paper  
8 that there is going to be the opening of a charter school. We  
9 have requested that the school district provide us notice when  
10 they receive the application for this charter school, which is  
11 expected to take up to 690 students. It will be in St. Landry  
12 Parish. Our concern is that these kids are not going to be, you  
13 know, fleeing the system to obviously avoid desegregation.

14 THE COURT: Well, Mr. Caswell, let me ask you about  
15 that because I read that. Is this going to be a school board  
16 sponsored or BESE board sponsored charter school?

17 MR. CASWELL: It's an independent charter school not  
18 sponsored by our school district at all, and we've received no  
19 such application to this date. My understanding is that they may  
20 still be trying to get whatever authority they need from BESE to  
21 do so.

22 THE COURT: Okay. But in Louisiana, my belief and  
23 understanding is you can go through the school board, which  
24 historically -- not this one necessarily, but historically school  
25 boards don't want to get in a competition with anybody, so they



1 don't do it, but the fail-safe is to go to BESE, and if BESE does  
2 it, then they can go on in your parish. Then you get a certain  
3 amount of the state allotment that goes to students, that goes to  
4 those folks in the charter school, but the charter school is  
5 bound to admit not on the basis of race or anything else  
6 particularly except you can throw the bad kids back to the public  
7 school system.

8 That's kind of an oversimplification, but you can't  
9 discriminate, and by God if we have a 95 percent Caucasian  
10 charter school, somebody would have a problem somewhere along the  
11 way, and, you know, I'm not sure how the jurisdictional issues  
12 would work, but if not with me, with one of my brothers over in  
13 Baton Rouge real quickly.

14 MR. CASWELL: Yes, sir.

15 THE COURT: Okay. But I think that's how it works in  
16 Louisiana. I don't know how it works in other states,  
17 Ms. Taylor, but I think BESE would be a good source of  
18 information on what the "H" is going on over here and the judge  
19 wants to know and so does the Justice Department.

20 And it's not trying to block them in any way. Just so  
21 they run by the rules of the road. You know, I have not been one  
22 of those people that was a big fan of charter schools  
23 historically, but, you know, with what's been going on recently  
24 in the country and the change in Washington and what I've been  
25 listening to, I think charter schools may have a lot of merit if

1 they're done right.

2 And competition could be good. I don't know, but if  
3 you're going to run an all white charter school or basically  
4 white charter school, that's illegal. So that won't happen. If  
5 it does, it will get stopped.

6 MS. TAYLOR: And I think in Avoyelles we've joined the  
7 private charter school, the independent charter school in our  
8 case in Avoyelles.

9 THE COURT: Well, that's correct. I'm familiar with  
10 that because it's my home parish and for some other reasons.  
11 I've been led to believe that's one of the best schools in the  
12 state.

13 MS. TAYLOR: I would agree with that.

14 THE COURT: And they've probably given the Avoyelles  
15 Parish School Board fits, not only taking their money, but their  
16 students. And, of course, if you get a bad student over there or  
17 parents who don't want to be involved in the school system, they  
18 can throw them back to the public school system. So that's kind  
19 of unfair in a way, but that's the way it's been set up by the  
20 legislature I guess.

21 MS. TAYLOR: Just to apprise the Court, the United  
22 States did conduct a community meeting with several members who  
23 had expressed concern regarding this recent plan that was agreed  
24 to by all the parties.

25 Most of the issues were not things that we could

1 address, but there were a few minor things that we will talk to  
2 the school board about as it relates to the transition of schools  
3 that are closing and combining and whatnot. I won't waste the  
4 Court's time with those minor issues, but we will be discussing  
5 that with the district.

6 THE COURT: Okay. But let me ask you, you said you had  
7 a meeting with several members. School board members?

8 MS. TAYLOR: No, Your Honor. Community members.

9 THE COURT: Okay. I'm sorry. And they had complaints  
10 about, well, gee, this process that the school board went through  
11 and the plan they adopted and submitted to the Court and the  
12 Court adopted and is now an order of the Court, we weren't what?

13 MS. TAYLOR: We were not consulted.

14 THE COURT: Well, I think there's case law longer than  
15 from here to the moon that says these are the people that make  
16 the decisions for the people. That's what they were elected to  
17 do. If their citizens feel aggrieved, they need to take it out  
18 on the ballot box next time. They don't come tell them how to  
19 run the school system.

20 MS. TAYLOR: Yes, Your Honor. We talked about the case  
21 law. I think they're aware of that. We just want to ensure that  
22 to the extent it's possible, that we ensure that there's no  
23 disruption to quality of education or safety or any of those  
24 things that would be some of the concerns they had relating to  
25 the implementation of the plan.

1 THE COURT: Well, I have every reason to believe that  
2 whatever period of time I keep this, somewhat less than three  
3 years as this plan goes forward, we will be on it like you know  
4 what, and then we won't have to worry about those issues.

5 If they come up, you'll bring it to my attention and  
6 I'll get them on the school board's plate, and under Mr. Caswell  
7 and Mr. Nassif working with the school board members, they'll fix  
8 it so you get me the heck out of here as quick as possible.

9 MS. TAYLOR: Yes, Your Honor.

10 Quality of education. We had sought some information  
11 regarding the updates in the disproportionality of the  
12 African-American students and special ed and have received  
13 information. We received it last week. We have not yet reviewed  
14 the information, but just wanted to let the Court know that we  
15 are reviewing that to determine what, if any, changes have been  
16 made.

17 As it relates to facilities, we will be requesting the  
18 district to provide a revised capacity report as well as their  
19 projected needs for portables, because it is my understanding  
20 from the parents that with the restructuring of grades and  
21 whatnot and the amendment of attendance zones, we're having to  
22 add portables to certain locations to add capacity.

23 So we just want to monitor that situation to make sure  
24 that we're not overloading on too many portables, and, you know,  
25 perhaps need to think forward in terms of how we're going to

1 accommodate that new growth.

2 THE COURT: Well, let me just make this response first  
3 to the members of the school board. As we go forward with me  
4 wanting to close this case out consistent with my oath saying you  
5 guys have addressed -- guys, I mean that generically, for you  
6 ladies, too -- have addressed the 800-pound gorilla.

7 Portable buildings are always an issue in these cases,  
8 and because you've done what you had to do, that's not to say  
9 that there could not be some other issues that come up. So be  
10 mindful of that.

11 I know Mr. Caswell will be working closely with  
12 Mr. White and Ms. Taylor and Ms. Vincent and he'll be letting the  
13 superintendent know what needs to be done.

14 Mr. Superintendent, I fully expect, based on your  
15 history with the board, that you will let them know at each  
16 juncture, and I suggest you probably have executive sessions  
17 because this is litigation you're talking about.

18 I know there's been some disharmony on the board about  
19 let's just do everything in front of God and the world. Well,  
20 you know, that's well and good to say that. It's not like it's a  
21 secret, but when you're in litigation and you're talking about  
22 options and strategies, you don't need to be doing that in the  
23 newspaper, because what happens, you're just bringing havoc on  
24 yourselves.

25 Any war that's ever been settled between nations, any

1 major labor dispute that's been settled or any other kind of  
2 issue that's been settled, you don't do that on the radio or on  
3 the TV station or in the newspaper.

4           You are the people's representatives. Use your best  
5 sense and best judgment. You're not hiding anything from  
6 anybody. Go figure out what to do. Then you make your decision  
7 in public. Then you can go tell your people why you did what you  
8 did, but when it's a work in progress, that's what it is. That's  
9 why you have the executive sessions. That's why the law is set  
10 up that way.

11           And I'm only suggesting that to you because, you know,  
12 y'all need to be thinking where your next foot is going to hit  
13 the ground because y'all are not operating in a vacuum now at  
14 this late stage in this case. That was what I alluded to about  
15 the superintendent's contract.

16           I'm not trying to micromanage y'all, I don't want to  
17 micromanage y'all, but think about where you want your next foot  
18 to land. Then when you come up here, you're not having  
19 Ms. Taylor give me this litany of things, because if you haven't  
20 gathered by now, I'm not taking sides in this case, but I'm on  
21 y'all's side. I want to get this case over with. Give me the  
22 opportunity to do that. Don't make it harder for me to do that  
23 consistent with my oath.

24           Go ahead, Ms. Taylor.

25           MS. TAYLOR: And related to capacity issues, every

1 August we get an expedited request for our review of portables as  
2 it relates to M to M transfers, and we would just ask the school  
3 district to, as soon as they know, provide that information so  
4 that we can, you know, take a step back and look at that to  
5 determine, you know, whether or not we can make other options  
6 available.

7 THE COURT: Okay. Help me with that. You're saying  
8 every August you get an expedited request for your review of the  
9 --

10 MS. TAYLOR: Portable additions needed.

11 THE COURT: Because of the M to M.

12 MS. TAYLOR: Yes, Your Honor.

13 THE COURT: When's the M to M deadline for registering,  
14 Mr. Caswell or Mr. Superintendent?

15 MR. CASWELL: July 10 is the last day to register for  
16 M to M, Your Honor.

17 THE COURT: Okay. And I guess you've got all this  
18 computerized, right, Mr. Caswell?

19 MR. CASWELL: I guess so, Your Honor.

20 THE COURT: So with the mere flick of a button, we  
21 ought to be able to generate a report that would be reasonably  
22 close to being right on the money, right, Mr. Superintendent?

23 SUPERINTENDENT NASSIF: Yes, sir.

24 THE COURT: All right. Then I would ask you to do --  
25 if you've got your computer person back here and you need to

1 verify, either one of you, that's fine, but I want you within ten  
2 days of the deadline, which would make it July -- the deadline is  
3 what again, Mr. Superintendent?

4 MR. CASWELL: The deadline is July 10. So ten days  
5 would be the 20<sup>th</sup>.

6 THE COURT: July 20. And school starts when?

7 SUPERINTENDENT NASSIF: Approximately August 12<sup>th</sup>, Your  
8 Honor.

9 THE COURT: All right. Now, Ms. Taylor, they're going  
10 to be coming somewhere -- if you've got an expedited request,  
11 they can't do much better than that. And thank God for computers  
12 or we'd all be in trouble.

13 MS. TAYLOR: Yes, Your Honor.

14 THE COURT: Okay. What else, Ms. Taylor?

15 MS. TAYLOR: As the Court is aware, after Hurricane  
16 Gustav went through this area, it did in fact affect Opelousas  
17 High. I happened to be out there for a community meeting and  
18 just walked by and noticed that the gymnasium still is being used  
19 as a makeshift area for classrooms.

20 I was under the impression that that project was  
21 complete and that it would only take six weeks and Gustav  
22 happened in the fall. So I just wanted to let the Court know  
23 that this was still an issue.

24 The biggest concern is if you think about a gymnasium  
25 and you have -- I don't know how many -- ten or fifteen



1 classrooms separated by a partition, the quality of education in  
2 that instance may not be the best. So I just wanted a report of  
3 the status of estimated time of completion for that so that we  
4 could get the kids back in the classroom.

5 THE COURT: Okay. Mr. Superintendent, what's the deal  
6 on that? How long before we're going to have whatever was  
7 damaged in the hurricane fixed so we get them out of the  
8 gymnasium?

9 I have to agree that -- and I'm sure you would as an  
10 educator. Anybody with common sense would say that's not an  
11 ideal way to try to educate children.

12 SUPERINTENDENT NASSIF: Absolutely, Your Honor. We  
13 most recently awarded the contract for the construction on the  
14 bids, the bids on the construction of Opelousas High School. The  
15 engineer and the structural people will be finished. Our target  
16 date is July 31<sup>st</sup>.

17 THE COURT: In other words, they're going to have to  
18 finish this year under the circumstances they're in.

19 SUPERINTENDENT NASSIF: Yes, sir. That is correct.

20 THE COURT: Okay. And what was the damage of Gustav?

21 SUPERINTENDENT NASSIF: We lost an entire wing of the  
22 building, sir.

23 And we're also coordinating a separate project that  
24 deals with the abatement of asbestos as well as reworking some of  
25 the air conditioning systems in a QZAB project. All of that is

1 being coordinated together.

2           So rather than disrupting the school this summer and  
3 next summer, we're trying to coordinate all of that. Our  
4 engineers and architects are complete. The work has begun.  
5 Steel for the structural part has been taken into consideration.

6           THE COURT: This would have been one of those projects  
7 that the Congress in its wisdom or lack thereof was taking  
8 construction money for schools out we could have been using  
9 maybe?

10           SUPERINTENDENT NASSIF: Yes, sir.

11           THE COURT: Okay. I understand.

12           Well, Ms. Taylor, under the theory that that's why they  
13 make the bumper sticker, sometimes it just happens. I don't know  
14 what else they can do, but I appreciate the report.

15           MS. TAYLOR: At this time I have nothing else, Your  
16 Honor.

17           THE COURT: Thank you.

18           Mr. White, anything else you need to add after what's  
19 been said at this point?

20           MR. WHITE: I have nothing, Your Honor.

21           THE COURT: Mr. Caswell, anything you need to say?  
22 You're doing pretty good here, Caswell. Don't blow it.

23           MR. CASWELL: I'm not opening my mouth. Judge, I was  
24 fixing to stand up and say mama taught me when things are going  
25 well, shut up.



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE-OPELOUSAS DIVISION

MARILYN MARIE MONTEILH :  
 :  
vs. : DOCKET NUMBER 65-10912  
 :  
SCHOOL BOARD OF ST. LANDRY PARISH :

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CERTIFICATE OF REPORTER

I, LaRae E. Bourque, Official Court Reporter for the United States District Court, Western District of Louisiana, do hereby certify that the foregoing 67 pages are a true and accurate transcript of the proceedings had in this matter, as hereabove set forth, and that I have no interest of any nature whatsoever regarding the ultimate disposition of this litigation.

I further certify that the transcript fees and format comply with those prescribed by the Court and the Judicial Conference of the United States.

/s/LaRae E. Bourque

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LARAE E. BOURQUE, RPR, CRR  
Official Court Reporter