

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

J.D., L.E., and R.A., minors
by and through their *Guardian*
Ad Litem, Damekia Morgan,
on behalf of themselves and others
similarly situated;

Plaintiffs,

CLASS ACTION

CIVIL ACTION NO. 07-9755

v.

C. RAY NAGIN, Mayor, City of New Orleans; RICHARD A. WINDER, Director, Department of Human Services, City of New Orleans; MUBARAK A. KAREEM, Social Services Coordinator, Department of Human Services, OZZIE WILLIAMS, Acting Supervisor, Youth Study Center; DARRYL KILBERT, Superintendent of New Orleans Public Schools; and WOODY KOPPEL, President of Orleans Parish School Board; and ORLEANS PARISH SCHOOL BOARD in their official capacities.
Defendants.

CONSENT DECREE
EDUCATION CLAIMS

I. INTRODUCTION

1. **Parties.** *Plaintiffs* are members of a certified class of pretrial detainees at the Youth Study Center ("YSC") in New Orleans, Louisiana. On February 6, 2009, the Court certified a Plaintiff Class comprised of all children who are now, or in the future will be, confined at the YSC. The "*City Defendants*" are Defendants C. Ray Nagin, Mayor, City of New Orleans; Richard A. Winder, Director, Department of Human Services, City of New Orleans; Mubarak A. Kareem, Social Services Coordinator, Department of Human Services; and Ozzie Williams, Acting Supervisor, Youth Study Center. The "*School Board Defendants*" are Defendants Darryl Kilbert, Superintendent of New Orleans Public Schools; Woody Koppel, President of Orleans Parish School Board; and the Orleans Parish School Board ("OPSB"). **This Consent Decree is entered into by and between Plaintiffs and the School Board Defendants (collectively, the "Parties").**

2. Counsel. Class Counsel for Plaintiffs is comprised of a team of lawyers from the Juvenile Justice Project of Louisiana (JJPL), which is a juvenile justice advocacy organization, and from Holland & Knight LLP, an international private law firm with a long-standing reputation of providing *pro bono* services to the poor and with decades of experience in civil rights and class action litigation across the United States. The City Defendants are represented by the City Attorneys from the City of New Orleans Law Department. The School Board Defendants are represented by the law firm Bryan & Jupiter, APLC.

3. Lawsuit. More than four years ago, in August 2005, Hurricane Katrina ripped through New Orleans, Louisiana and flooded over 80% of the city. In the aftermath of Hurricane Katrina, the Federal Emergency Management Agency (FEMA) declared the YSC irreparably damaged. On December 21, 2007, Plaintiffs filed a Class Action Complaint ("Complaint") in the United States District Court for the Eastern District of Louisiana against the City Defendants and the School Board Defendants seeking declaratory and injunctive relief for federal constitutional and statutory violations arising out of the conditions of confinement and educational services provided at the YSC. The City Defendants and the School Board Defendants answered the Complaint, denying that they violated Plaintiffs' federal constitutional and statutory rights, and asserting various affirmative defenses.

4. Settlement Negotiations. Pursuant to the Court's August 22, 2008 order, the Parties underwent discovery with a target completion date of June 5, 2009. While actively pursuing discovery, in May 2009, the City Defendants, the School Board Defendants and Class Counsel began negotiations regarding the implementation of policies and procedures designed to address and remedy the federal constitutional and statutory claims alleged in the Complaint. After a status conference with the Court, the Parties filed, on June 4, 2009, Proposed Settlement Procedures and Proposed Class Notices that outlined the Parties' agreed upon plan to pursue settlement negotiations.

According to the Settlement Procedures, which the Court approved after notice and hearing on June 8, 2009, the Parties agreed to mutually retain consultants with expertise in the operation of juvenile detention facilities and in the provision of educational services for detained youth. The Parties further agreed to consult in good faith with the consultants to develop and implement mutually agreed upon remedial plans that include policies and procedures for providing educational programs to youth detained at the YSC that are in accordance with all applicable constitutional and federal and state statutory standards. The Parties agreed that should settlement negotiations prove successful, they would present to the Court a Consent Decree that encompasses the terms of the mutually agreed upon remedial plans relating to the Plaintiffs' educational claims.

On August 20, 2009, the Parties were pleased to report that the School Board Defendants had implemented some, and stood ready to implement most, of the recommendations proposed by Carol Cramer Brooks, the mutually retained Education Consultant, in a comprehensive plan to overhaul the education program at the YSC. While the School Board Defendants have denied and continue to deny liability for all claims alleged by the Plaintiffs in their Complaint, the settlement negotiations among the Parties and with the mutually retained expert have resulted in this Consent Decree.

5. Purpose of this Consent Decree. The Parties and Class Counsel now wish to effect a full, final and complete resolution and settlement of all claims, disputes and controversies relating to the allegations made by the Plaintiffs and to resolve their differences and disputes by settling their controversy in such manner as to: (1) promulgate and implement policies and procedures that provide appropriate services to youth detained at the YSC; (2) promulgate and implement policies and procedures that improve educational programming to youth detained at the YSC; (3) achieve improvements in the educational programming at the YSC in a manner that satisfies all applicable constitutional and federal and state statutory standards; and (4) avoid the uncertainties and costs of further or future litigation.

6. Successors and Assigns. This Consent Decree is binding on all successors, assigns, heirs, administrators and personal representatives of the Plaintiffs, Class Counsel, and the School Board Defendants.

II. CONDITIONS PRECEDENT OF THIS CONSENT DECREE

This Consent Decree is conditioned upon, and shall be effective only upon, the occurrence of all of the following events specified below:

1. Joint Motion. The Parties move for an order granting preliminary approval of this Consent Decree and Notice of Proposed Class Action Settlement.

2. Notice and Opportunity to Object. Notice of Proposed Class Action Settlement, as approved by the Court, is provided to the Plaintiff Class, and class members shall have a sufficient opportunity to object to the Court's approval of this Consent Decree by submitting memoranda in opposition within the time prescribed by the Court.

3. Fairness Hearing. After reviewing any and all objections that are timely filed, the Court will hold a hearing on a predetermined date and time to decide whether or not to approve this Consent Decree.

4. Court Approval. Final Approval of the Consent Decree and entry of Final Judgment by the Court in accordance with the terms set forth herein, as modified, if necessary, by the Parties in response to any objections raised and addressed during the Fairness Hearing.

5. Waiver of Class Counsel Attorneys' Fees. In the event that the Court approves this Consent Decree, Class Counsel waives any entitlement to claim attorneys' fees and costs incurred in bringing and maintaining Plaintiffs' class action lawsuit up to and including the date of the Court's entry of Final Judgment in this lawsuit.

6. Dismissal of Individual Defendants. Upon the Court's entry of an Order approving this Consent Decree, the individual defendants Darryl Kilbert and Woody Koppel shall be dismissed from the lawsuit; however, the Orleans Parish School Board shall remain a party.

7. Implementation of Terms of Consent Decree. The School Board Defendants agree to exercise good faith to implement the terms of this Consent Decree as soon as practicable, and pursuant to the specific dates set forth below, and, in any event, no later than two (2) years from the date of entry of Final Judgment.

III. TERMS OF CONSENT DECREE

1. DEVELOPMENT OF THE INFRASTRUCTURE

A. Staffing

The OPSB shall provide the following staff to deliver educational services at the Youth Study Center:

- i. **Supervisor/Site Administrator:** .5 FTE. The OPSB has appointed Mr. Tyrone Casby as the Supervisor/Site Administrator. Mr. Casby, who has additional administrative duties with the extended day program, shall maintain a daily presence at the Youth Study Center, Monday through Friday, for a minimum of four (4) hours per day.
- ii. **Clerical:** .5 FTE. Currently, clerical duties for the education program are performed by City of New Orleans' staff, the facility nurse. The OPSB shall supply a part time clerical employee in order to improve gathering student information in a timely manner, accessing special and general education records, and reporting release information.
- iii. **Teachers:** The OPSB shall achieve and maintain a teacher/student ratio for General Education students of no greater than one to ten (1:10) no later than two years from the date of the Order approving settlement. The teacher/student ratio for Special Education will comply with Bulletin 1706 of the Louisiana Department of Education. The OPSB shall monitor the daily population of the YSC to maintain this ratio.

(a) Specifically, the OPSB shall provide:

- i. Special Education teachers in accordance with Bulletin 1706 of the Louisiana Department of Education;
- ii. 2 FTE General Education Teacher with "Highly Qualified" statuses in two of four core subject areas: (1) Mathematics, (2) Language Arts (preference given to reading specialist), (3) Social studies, and (4) Science;

- iii. 1 FTE Special Education Teacher: The OPSB shall increase from .5 to 1 FTE position;
 - iv. 1 FTE Paraeducator; and
 - v. 1 FTE Social Worker: The OPSB shall request that the current social worker conduct behavior-based groups during the school day as part of recreation/social skills rotation in the schedule. Requirement includes three behavior-based groups per school day.
- (b) When hiring teaching staff, the OPSB shall make good faith efforts to:
- i. assign teachers who meet the “Highly Qualified” standard as identified in the No Child Left Behind Act of 2001 to work at the YSC.
 - ii. ensure that the YSC teachers teach in their areas of certification.
- (c) In addition to the positions listed above, the OPSB shall maintain a cadre of substitute teachers trained in providing educational services to youth in detention settings, available on call as needed.
- (d) Currently, there is also an after school and a summer school program funded through Title I Neglected and Delinquent Funds. In addition to providing materials and supplies, this funding includes two (2) teachers and two (2) para educators for three (3) hours per day for 135 days (after school) and two (2) teachers for five and one-half (5.5) hours per day for eighteen (18) days (summer). YSC administrators, in consultation with the education staff, have discretion to change their allocation of Neglected and Delinquent Funds in future budget cycles.
- (e) **Future Planning:** The OPSB Supervisor/Site Administrator shall supervise Recovery School District (“RSD”) employees at the Youth Study Center and report to the RSD regarding their performance.

B. Physical Plant

- i. With minor renovations, the existing physical plant provides adequate space for providing educational services at the Youth Study Center. Four of the five classrooms should be assigned to the teaching staff. The observation and storage room between Ms. Acosta's and Ms. Lockett's classrooms should be renovated to accommodate Mr. Casby and school clerical staff. Telephone, fax and Internet service should be available in these rooms.
- ii. The City of New Orleans has been notified to wire all school classrooms for wireless Internet or Internet and the renovated office space for Internet, telephone and fax services.

C. Technology

- i. There are fifteen computers in the Youth Study Center school program (computers delivered in March 2009). Eight are laptops and docking stations dedicated to utilization by youth and are currently located in Ms. Acosta's classroom. Five are slightly more powerful laptops currently assigned to Ms. Acosta, Ms. Hughes, Mr. Williams, Ms Edwards, and Mr. Kareem.
- ii. The OPSB shall supply an additional eight laptops for student use. The OPSB shall reassign OPSB-supplied computers currently used by YSC staff to students and to the education staff. The OPSB shall cooperate with the City of New Orleans to ensure that appropriate firewalls are installed to prohibit access to certain sites.
- iii. The OPSB shall give the clerical position at Youth Study Center's education program access to the OPSB's "Power School" software and any other data collection/case management software used in the OPSB in order to expedite access to and transfer of school records, special education documents, and attendance data.
- iv. **Future Planning:** Education staff shall assess the need for additional technology for instructional use in the classrooms and include these items in future budget cycles. The guiding standard shall be that teachers teaching in detention education programs have equal access to the technologies (hard and software) provided for their public school counterparts.

D. Resources

- i. The OPSB shall have the responsibility for supplying the resources (i.e., textbooks, classroom materials, and supplies) required to provide a quality education program in the Youth Study Center. Access to resources shall be comparable to resources available in any OPSB or RSD public school. Once

resources are at the Youth Study Center, they shall be equally accessible to all school staff regardless of the district or agency that employs them.

- ii. The Parties acknowledge that some of the obligations of the OPSB herein will require the cooperation and consent of both the RSD and the City Defendants. The OPSB agrees to make good faith efforts and use due diligence to obtain same from the RSD and the City Defendants.

E. Schedule

- i. Educators at the Youth Study Center shall be required to work the daily time requirement (7 hours/day with 30 minutes for lunch) and the OPSB approved school calendar. The education program at the Youth Study Center shall follow a schedule that includes:
 - (a) Two 30 minute staff meetings per school day;
 - (b) Three 90-minute instructional blocks per school day, including a 90-minute rotation of behavior management training/recreation per student, per school day. The City of New Orleans Youth Study Center recreation staff and social worker shall provide recreation and behavior management instruction. This is a continuation of existing practice. Instructional blocks of 90 minutes shall be divided into two core content areas based on teacher certification areas;
 - (c) Two 45 minute instructional blocks per school day; and
 - (d) A total instruction time of 360 minutes (6 hours) per student, per day.
- ii. OPSB staff shall work in partnership with Youth Study Center staff to develop processes to provide education services to youth segregated from the general population for medical, security, or behavioral reasons, as soon as the safety and security concern has subsided.
- iii. When the number of students in attendance on a school day declines (e.g., due to court appearances or releases) teachers not needed for instruction may complete and analyze assessments, work with individual students to develop a Student Education Plan ("SEP"), contact receiving schools and institutions to prepare for a Youth Study Center youth's arrival, or to check on recently released residents. Clerical staff and the paraeducator should coordinate the required phone calls.
- iv. Unless otherwise noted on a youth's Individual Education Plan ("IEP"), special education services shall include pullout services, inclusion services (team teaching, providing individual assistance in the regular education classroom) and teacher consultant services (working with teachers to provide

recommendations for working with special education students in the regular education classroom).

- v. Beginning August 2009, the OPSB and the RSD shall work to identify potential funding sources to support a year-round school program at the Youth Study Center for implementation as soon as feasible.
- vi. **Future Planning:** OPSB School Supervisor/Site Administrator shall monitor and appropriately respond, on a daily basis, to changes in population and housing status, for compliance with teacher/student ratios, caseload size for special education teachers, and classroom space.

2. PREPARATION AND TRAINING FOR STAFF

A. Training Provided

The OPSB shall provide to the education staff at the Youth Study Center training and professional development specific to teaching in a detention facility. The OPSB shall provide for training in the following areas:

- i. Safety and Security (including facility policies and procedures);
- ii. Behavior Observation and Recording;
- iii. Understanding the Juvenile Justice System;
- iv. Managing Mentally Ill Youth;
- v. Suicide Prevention;
- vi. Behavior and Classroom Management;
- vii. Understanding the Learning Styles of At-Risk and Delinquent Youth;
- viii. Experiential-Based Education; and
- ix. Evidence-Based Behavior Training Programs.

3. PARTNERSHIP WITH JUVENILE COURT, CITY OF NEW ORLEANS YOUTH STUDY CENTER STAFF, AND PUBLIC SCHOOL DISTRICTS

A. General Principles

The education staff of the Youth Study Center shall seek to develop working partnerships with the juvenile court, facility staff and public school entities. To achieve the vision of the Youth Study Center's education program, education staff shall make good faith

efforts to help each youth develop a student education plan for addressing their future academic needs.

B. Partnerships with the Juvenile Court and the YSC Supervisor

Accurate completion of this plan depends on effective and timely communication between probation staff from the juvenile court and Youth Study Center education staff regarding recommendations for the youth's future placement. The Youth Study Center education Supervisor/Site Administrator shall make the initial contact with representatives from the juvenile courts to create a viable process for obtaining the required information.

C. Partnerships with the YSC Facility Staff

Critical to the effectiveness and quality of the education program is the partnership developed with the YSC facility staff. The YSC facility staff shall transport youth in a timely manner so that education staff can meet the mandated instructional time. While youth are in school, YSC facility staff shall be assigned to classrooms to assist in monitoring youth behavior and maintaining a safe and secure environment. Education staff shall continue these practices.

D. Partnerships with the School Districts and YSC Staff

Equally important in the vision to assist in the successful transition of youth to the public school system is the development of a mutually respectful relationship between staff and administration in the public schools, including RSD, the School Board, and the Youth Study Center's education program. The OPSB shall create a process to increase the opportunity for successful transition.

E. Future Planning

The education staff shall work with the YSC staff to develop a single behavior management program that combines strategies to increase appropriate behaviors, decrease inappropriate behaviors, and teach self-monitoring behaviors.

4. EDUCATION PROGRAM

A. Enrollment

Clerical staff shall enroll youth into the Youth Study Center education program no later than the first school morning following detainment into the Youth Study Center, or in the case of extenuating circumstances, as soon as possible thereafter. The Education staff shall implement processes and partnerships with RSD and other school districts to:

- i. notify previous school of youth's enrollment at the Youth Study Center;
- ii. determine existing eligibility for special education;
- iii. request any available educational history, i.e. credits earned, current schedule, suspensions, expulsions, etc. and current special education documents; and
- iv. document findings in youth's academic record and OPSB data base.

B. Information Gathering and Assessment of Basic Skills

Education program staff shall gather information by interviewing the youth regarding educational history, educational goals, existing support systems, among other things. Following the interview, the youth shall complete a basic skills assessment using the computer based A+ assessment program. A+ is a self-administered assessment that provides information on current reading comprehension and math skills.

C. Creating the Student Education Plan (SEP)

Youth shall create their Student Education Plan (SEP) within one week of enrollment in the Youth Study Center education program. The SEP shall contain, among other things, future goals, tasks to achieve the goals, and development of a support team. Education staff shall use all or some of the following sources of information to work with the youth to develop the SEP:

- i. Youth interview;
- ii. Results of the A+ assessment;
- iii. Previous school records;
- iv. Interview with staff from previous school;
- v. Information from Juvenile Court; and
- vi. Interview with parent/guardian (Interview is conducted only after approval from the Juvenile Court personnel who are more aware of the family environment).

D. Communicating basic assessment information and contents of the SEP

Youth Study Center education staff shall participate in a daily Admit/Assessment Review meeting. During this meeting, staff shall communicate to all education staff, basic assessment information, relevant educational history, and the contents of the SEP (when complete) for all youth admitted to the school program that day. Teachers shall plan future learning activities for each youth based on the results of the assessment and skills required for successful transition to their next placement.

E. General Education Services

General education services shall be available to all eligible youth admitted to the Youth Study Center. There are two (2) general education teachers providing instruction in their certified content area. In order to maintain accountability, attempt some continuity with the public school instruction, and meet the learning challenges of the detention population, teachers shall:

- i. Adopt the Louisiana Department of Education's state comprehensive curriculum for use in teaching the core subject areas including Mathematics, Language Arts, Reading, Social Studies, and Science.
- ii. Consult median grade level district Pacing Guides to define weekly plans. Because youth do not get detained in the Youth Study Center for academic deficits, but rather for inappropriate behaviors and poor decision-making, the education program must also include in its curriculum instruction on teaching successful school behaviors and social skills. Cognitive Behavior Training is an excellent example of an evidence-based curriculum.
- iii. Submit weekly lesson plans each Friday to the Supervisor/Site Administrator for approval. Lesson plans shall be written pursuant to the OPSB approved lesson plan format (or an agreed upon version that includes the components necessary to complete the learning cycle). Lesson plans shall be written for the median grade levels (currently, 7/8 and 9/10) and shall include lesson enhancements for youth that test above or below the median grade level. Teachers shall use the youths' SEPs, assessment results, educational history and goals when formulating learning objectives and lesson plans.
- iv. Demonstrate understanding of the learning styles of at-risk and delinquent youth and, subsequently, the inclusion of a variety of instructional strategies in each lesson to address those learning needs. The Supervisor/Site Administrator should review lesson plans with multiple teaching strategies as a basic criteria.
- v. Per state legislation, OPSB Curriculum Staff shall proctor the annual LEAP test for eligible youth in residence at the Youth Study Center.
- vi. Provide the Juvenile Court, sending and receiving schools, receiving institutions, youth, and parents with a summary of the youth's academic and behavioral progress made while the youth was enrolled in the Youth Study Center's education program.
- vii. Actively participate in the teacher evaluation process, including daily Student Academic Reviews, quarterly formal observations, and annual teacher evaluations. The Supervisor/Site Administrator is responsible for completing staff evaluations.

F. Special Education Services

The special education provider, with support from the OPSB Department of Exceptional Children's Services shall:

- i. create and implement a process for Child Find activities at the Youth Study Center.
- ii. identify youth previously identified as eligible for special education services and implement—to the extent possible—that youth's existing IEP;
- iii. develop new IEP's for youth eligible for special education services that have an expired IEP.
- iv. develop an IEP for youth whose length of stay at the Youth Study Center has exceeded thirty (30) days.
- v. coordinate with the OPSB Department of Exceptional Children's Services to complete the evaluation process for youth identified through Child Find and for youth in need of a multi-disciplinary evaluation. The OPSB Department of Exceptional Children's Services shall assign staff to conduct evaluations as part of their regular rotation to school sites. The team from the OPSB assigned to complete evaluations for youth at the Youth Study Center shall include, but not be limited to a: psychologist, psychiatrist, social worker, and medical doctor.
- vi. provide services to youth as identified in their IEP's (across the continuum of special education services). The OPSB Department of Exceptional Children's Services shall assign staff to perform related services at the Youth Study Center as part of their regular rotation to school sites.
- vii. provide opportunities for all mandated individuals, including parents, to be actively involved in the special education process.
- viii. identify and connect youth in need of transitional services with the service providers prior to release from the Youth Study Center.

5. EXIT UPON ENTRY

A. Supportive Release

The OPSB shall work with facility and court staff to develop processes to connect youth to critical services, including educational services, medical and mental health services, prior to their release. Examples of supportive release strategies from the education perspective include, but are not limited to:

- i. Portfolio of student work;
- ii. Student Education Plans;
- iii. Court report outlining successes while attending Youth Study Center's education program;
- iv. Educational credit history report;
- v. Contact person at the receiving school;
- vi. Appointment set with receiving school for day following release;
- vii. Schedule for the new school prior to release;
- viii. Follow-up on youth pursuant to a regular schedule and according to specific release criteria (i.e., follow up on all students released to Booker T. Washington, every Friday);
- ix. Transportation (only as part of exceptional circumstances); and
- x. Assistance with forms and bureaucracy.

B. Alternative Pathways to Graduation

When appropriate, confinement educators shall help youth gain access to the General Education Diploma (GED) process and to similar programs after their release from YSC.

C. Court Reports and Educational Information

- i. Teachers shall provide youths or the Juvenile Court with reports of the youth's progress while detained in the Youth Study Center, prior to the youth's court appearances. Such reports should include academic and behavioral progress, results of the A+ assessment (if it is determined that the results are an accurate reflection of the youth's level), and the youth's SEP.
- ii. Prior to release, education staff shall contact the receiving school to provide critical information for a seamless transition of services. Critical information shall include results of the A+ assessment (if it is determined that the results are an accurate reflection of the youth's level), a work sample, specifically a writing sample, and the youth's SEP.
- iii. Upon release, the school clerical staff shall close out the youth's academic file. Records shall be kept for the length of time required by Louisiana state law.

6. COMPLIANCE AND MONITORING

The School Board Defendants shall hire Carol Cramer Brooks for compliance and monitoring of the terms of this agreement.

- i. Ms. Brooks shall have reasonable access to the YSC's educational facilities to monitor compliance with the terms of this Consent Decree.
- ii. Ms. Brooks shall conduct compliance and monitoring assessments of the Youth Study Center three times per year.
- iii. Ms. Brooks shall communicate the results of her assessments in writing to the Parties and to the Court.

7. IMPLEMENTATION OF AGREEMENT

The School Board Defendants agree to exercise good faith to implement this agreement as soon as practicable and, in any event, no later than two years from the date of entry of this Consent Decree.

8. SCOPE OF STIPULATED REMEDIES

The Parties agree that the stipulated remedies set forth in this Consent Decree are narrowly drawn, extend no further than necessary to correct the violation of Federal rights alleged by Plaintiffs, and are the least intrusive means necessary to correct the violation of Federal rights alleged by Plaintiffs.

9. JURISDICTION

- i. The Court retains jurisdiction of this case to enforce the Order approving the terms of this Consent Decree for a time period of two years from the date of the Order approving settlement.
- ii. Either party may obtain an extension of the two-year limitation on the Court's jurisdiction over this Consent Decree upon a showing of good cause therefor.

SO ORDERED, this the 12th day of February, 2010.



The Honorable Ivan L.R. Lemelle
United States District Judge

Agreed:

By: Stephen F. Hanlon
Stephen F. Hanlon
Holland & Knight LLP
Class Counsel
Date: 10/26/09

By: C. A. Kolinchak
Carol A. Kolinchak
Juvenile Justice Project of Louisiana
Class Counsel
Date: 10/26/09

By: Damekia Morgan
Damekia Morgan
Plaintiffs' Guardian ad Litem
Date: Oct. 26, 2009

By: Clare Jupiter
Clare Jupiter
Bryan & Jupiter, APLC
Counsel for the School Board Defendants
Date: Oct. 26, 2009

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