

COPY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)

DONNY BRURELL BUCKLEY and)
ALYCIA MARQUESE BUCKLEY, By their)
parent and next friend, Ruby L.)
Buckely, on behalf of themselves)
and all Negro school age children)
residing in the area served by)
original defendants herein,)
Intervening Plaintiffs,)

INDIANA STATE TEACHERS ASSOCIATION,)
Intervening Plaintiffs,)

-vs-

THE BOARD OF SCHOOL COMMISSIONERS OF)
THE CITY OF INDIANAPOLIS, INDIANA,)
Defendant,)

NO. IP 68-C-225

JUDGMENT

June 25, 1998

FRANK L. O'BANNON, as Governor of the)
State of Indiana;)
JEFFREY A. MODISETT, as Attorney)
General of the State of Indiana;)
SUELLEN REED, as Superintendent of)
Public Instruction of the State)
of Indiana;)
MORRIS WOODEN, as Auditor of the)
State of Indiana;)
JOYCE ELAINE BRINKMAN, as Treasurer)
of the State of Indiana;)

THE METROPOLITAN SCHOOL DISTRICT)
OF DECATUR TOWNSHIP, MARION COUNTY,)
INDIANA;)

THE FRANKLIN TOWNSHIP COMMUNITY SCHOOL)
CORPORATION, MARION COUNTY, INDIANA;)

THE METROPOLITAN SCHOOL DISTRICT)
OF LAWRENCE TOWNSHIP, MARION COUNTY,)
INDIANA;)

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THE METROPOLITAN SCHOOL DISTRICT OF)
 PERRY TOWNSHIP, MARION COUNTY,)
 INDIANA;)
)
 THE METROPOLITAN SCHOOL DISTRICT OF)
 WARREN TOWNSHIP, MARION COUNTY,)
 INDIANA;)
)
 THE METROPOLITAN SCHOOL DISTRICT OF)
 WAYNE TOWNSHIP, MARION COUNTY,)
 INDIANA;)
)
 THE INDIANA STATE BOARD OF EDUCATION,)
 a public corporate body;)
)
 Added Defendants.)

J U D G M E N T

This cause comes before the Court for further hearing upon the petition of the defendant The Board of School Commissioners (IPS) for a finding and declaration that it has achieved unitary status with respect to desegregation, meaning that it has complied with the previous orders of the Court, and is no longer discriminating with respect to African-American students. Having heard additional evidence, and considering the entire record in this action, the Court finds that IPS has complied with the Court's orders for a reasonable period of time, in good faith, and has eradicated the vestiges of segregation within IPS to the extent practicable. Further, it has agreed that in the future its schools, as to both pupils and staff, will not exceed 85% of any one race.

The Court further finds that all parties to this action, with the exception of the Buckley plaintiffs, have agreed that the mandatory transfers of IPS resident students to certain townships will be phased

out over a 13-year period. For school systems in townships with an African-American population of 20% or more, the phaseout will begin in the fall of 1999. School systems in townships that do not have a 20% or more African-American population within the next five years will be required to begin the 13-year phaseout in the school year 2004-05. No IPS resident who currently attends school in a township district will change school districts; the agreement affects only future students who live in the transfer areas. The Buckley plaintiffs do not oppose such agreement.

The Court further finds that the State of Indiana will provide funding during the transition period to both IPS and the townships for educational support for the students involved, whether they are in the township or IPS schools. The State of Indiana's financial obligation for desegregation in Marion County will begin to decline as the transfers are ended.

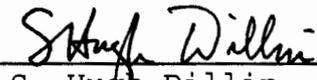
The Court further finds that in a related agreement which supports the overall settlement, the United States, the State of Indiana and the Indianapolis Housing Agency have addressed issues to assist in promoting racial diversity in housing. The Indianapolis Housing Agency has agreed to undertake housing initiatives to expand affordable housing choices throughout Marion County. The State of Indiana has agreed to assist these efforts through educational marketing support. These efforts will help ensure that the progress made toward racial diversity in education and housing in Marion County will continue.

IT IS THEREFORE CONSIDERED AND ADJUDGED that IPS has achieved unitary status within the meaning of the Supreme Court's decision in Board of Education v. Dowell, 498 U.S. 237 (1991).

IT IS FURTHER CONSIDERED AND ADJUDGED that the agreement relative to the phasing out of the mandatory transfer of IPS resident students to the six defendant school townships is ratified and approved.

IT IS FINALLY CONSIDERED AND ADJUDGED that this case is administratively closed, but subject to the continuing jurisdiction of the Court to the extent necessary to enforce the agreements made by the parties.

Dated this 25th day of June, 1998.



S. Hugh Dillin, Judge

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