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April 20, 2015

**SENT VIA REGULAR MAIL  
AND EMAIL ([jeremy.lasiter@arkansas.gov](mailto:jeremy.lasiter@arkansas.gov))**  
Jeremy C. Lasiter, General Counsel  
Arkansas Department of Education  
Four Capitol Mall  
Room 404-A  
Little Rock, Arkansas 72201

Re: Act 560 of 2015

Dear Jeremy:

I am writing as the attorney for Camden Fairview School District (CFSD). CFSD's school board has again chosen for CFSD to not participate in school choice under the 2013 Act, as amended in 2015. The reason is that CFSD is a party to two desegregation lawsuits that are still active and which prohibit inter-district movements of students having a segregative impact within CFSD. Permitting school choice under the 2013/2015 Act would have such an impact. Allowing school choice would, therefore, be in conflict with the desegregation orders still outstanding in *Milton, et al. v. Clinton, et al.*, and *Lancaster v. CFSD, et al.* I particularly call your attention to paragraph 2 of the Court's July 26, 2010 order, incorporating by reference paragraph 1[C] of the Court's November 27, 1990 order, as well as paragraph 10 of the Court's February 1, 2002 order incorporating as an exhibit paragraph 10 of the parties' December 10, 2001 Settlement Agreement, both of which are from the *Lancaster* case. Copies of all of those are enclosed.

I believe all the information requested by Ark. Code Ann. §6-13-113(b) is included in the enclosures. If not, please let me know and I'll furnish it. I hope the Court's general retention of jurisdiction over desegregation generally (paragraph 4 of the July 26, 2010 *Lancaster* order) will suffice for this purpose because I know how burdensome review of these historic desegregation case files can be. Their age and volume can make review very time consuming. Of course, if you have questions, I'll be glad to help in any way I can.

Thank you very much.

Sincerely,

Camden Fairview School District

A handwritten signature in black ink, appearing to read "Allen P. Roberts". The signature is fluid and cursive, with the first name "Allen" written in a larger, more prominent script than the last name "Roberts".

Allen P. Roberts  
Attorney for Camden Fairview School District

APR/arl

pc: Robert Davis  
CFSD Superintendent of Schools

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF ARKANSAS  
EL DORADO DIVISION

DOUGLAS LANCASTER and DENISE  
LANCASTER, INDIVIDUALLY AND  
AS THE NATURAL PARENTS AND  
LEGAL GUARDIANS OF RACHEL  
LANCASTER, A MINOR

PLAINTIFFS

v.

NO. 09-CV-1056

DR. JERRY GUESS IN HIS CAPACITY  
AS SUPERINTENDENT OF CAMDEN  
FAIRVIEW SCHOOL DISTRICT NO 16;  
AND CARY BENNETT, PHIL FOSTER,  
WILLIAM McCOY, EDDIE MOORE,  
MACON PATTON, TOMMY RAINES AND  
CLIFFORD STEELMAN IN THEIR  
CAPACITIES AS MEMBERS OF THE  
BOARD OF DIRECTORS OF CAMDEN-  
FAIRVIEW SCHOOL DISTRICT NO. 16; HARMONY  
GROVE SCHOOL DISTRICT

DEFENDANTS

ORDER

Before the Court is the joint motion of the parties to dismiss this action. Upon consideration the Court finds and concludes:

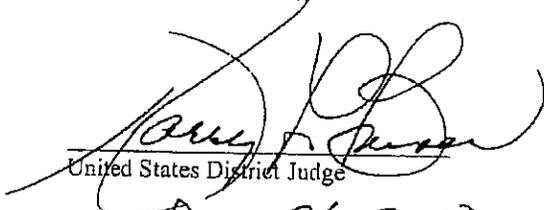
1. The plaintiffs' complaint is dismissed with prejudice. The dismissal of plaintiffs' complaint concludes this litigation as to all claims asserted herein by any party. All parties are to bear their own fees, expenses, and court costs.
2. The plaintiffs' complaint raised issues related to the remedial desegregation provisions established and applied to Camden Fairview School District (CFSD) and HGSD in Case No. 88-1142, U. S. Dist. Ct., W. D. Ark. For that reason, the motion of CFSD to add HGSD as a defendant was granted. Regarding said Case No. 88-1142, the Court finds and concludes that the

remedial provisions set forth in paragraph 1[C] of the November 27, 1990 consent order, and paragraph 10 of the February 1, 2002 order remain in full force and effect at this time.

3. Paragraph 10 of the February 1, 2002 order is, however, modified to require that CFSD obtain approval of this Court prior to granting its written consent to the attendance at HGSD of the child of a CFSD resident who is an employee of HGSD, pursuant to A.C.A. § 6-18-203.

4. The Court retains jurisdiction of this case solely for the purpose of enforcing the parties' settlement agreement; and of the aforesaid Case No. 88-1142 for the purpose of enforcing its orders therein.

IT IS SO ORDERED.

  
United States District Judge  
Date July 26, 2010

APPROVED AS TO CONTENT AND FORM:

/s/ James M. Pratt, Jr.  
James M. Pratt, Jr.  
Attorney for Plaintiffs

/s/ Allen P. Roberts  
Allen P. Roberts  
Attorney for CFSD

/s/ Eugene D. Bramblett  
Eugene D. Bramblett  
Attorney for HGSD

U. S. DISTRICT COURT  
WESTERN DISTRICT ARKANSAS  
FILED

JUL 26 2010

CHRIS R. JOHNSON, CLERK

BY

  
DEPUTY CLERK

11/27/90

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
EL DORADO DIVISION

LARRY MILTON, ET AL

PLAINTIFFS

VS.

NO. 88-1142

BILL CLINTON, ET AL

DEFENDANTS

CONSENT ORDER

Larry Milton, on behalf of himself and infants Shanna Milton and Shana Milton, Dr. Willie D. Harris, on behalf of himself and infant Mark Neil, Bobbie Ray Cheeks, on behalf of infant Bobbie Ray, Jr., Dr. Lee Nayles, on behalf of himself and infant Jon Nayles, the Board of Education of the Camden, Arkansas School District No. 35, the Board of Education of the Fairview School District No. 16 and the Board of Education of the Harmony Grove School District No. 1, for their resolution of this action pending in the United States District Court for the Western District of Arkansas, El Dorado Division, hereby request the approval by the Court and entry of the following by Consent Order:

I. HARMONY GROVE.

A. Harmony Grove will immediately expand its school board by two according to state law. Harmony Grove will appoint two blacks who are qualified under state law to those vacancies. The two blacks appointed will be approved in writing in advance by counsel for the plaintiffs herein. The

two blacks so appointed shall serve until the regular school election in 1992.

B. No later than July 1, 1991 Harmony Grove will submit to the plaintiffs for approval a single member district system of electing board members. the system shall provide for seven board members to be qualified and elected according to state law. The system shall comply with the Voting Rights Act in regard to proportionate representation for blacks and to the one man one vote requirements of the Fourteenth Amendment to the United States Constitution. If the plaintiffs and Harmony Grove do not agree on the districts, the matter will be submitted to the Court for determination.

C. Harmony Grove shall maintain an open admission policy in regard to non-resident black students. Harmony Grove shall not permit the transfer of white students from Fairview into the district without the written permission of Fairview. Acceptance of transfer students by Harmony Grove is subject to existing space and transfer limitations. Harmony Grove will also refrain from engaging in any other act or conduct tending directly or indirectly to have a segregative impact in the Fairview School District. Any student transferring to Harmony Grove in compliance with this order and other legal requirements will be immediately eligible for all school activities without any of the limitations imposed by A.C.A. §6-18-206.

D. The consolidated Camden-Fairview School District and the Harmony Grove School District, both defendants in this litigation, are desirous of avoiding further litigation and controversy. While both of these school districts are separate and autonomous and intend to operate independently in exercising governmental authority, these two districts agree that further costly litigation can be avoided by interdistrict agreements. These agreements include but are not limited to the following:

1. Both school districts shall refrain from adopting student assignment plans or programs that have an interdistrict segregative effect on either district.
2. Both districts agree to work cooperatively to create interdistrict policies and programs to end the ravages of segregation.

E. Harmony Grove agrees that this Court will retain jurisdiction to supervise all aspects of this and subsequent orders of this Court until such time as this Court issues a declaration of unitary status.

U. S. DISTRICT COURT  
EASTERN DIST. ARKANSAS

IT IS SO ORDERED.

FILED

NOV 27 1990

CHRIS R. JOHNSON, Clerk

By *James R. Wright*  
Deputy Clerk

*Orest Harris*  
United States District Judge

*Nov. 27, 1990*  
Date

P.S. The above Consent Order jointly approved by the Fairview School District No. 16, Camden School District No. 35, and Harmony Grove School District No. 1, together with respective attorneys and school superintendents of each district which are in the process of changes in this action, is tentatively accepted by the Court subject to response of Harmony Grove presenting to the Court recommendations of the proposed single zones of the school district as related hereinabove.

*J.H.*  
OH

APPROVED:

FAIRVIEW SCHOOL DISTRICT NO. 16

By: George Branch  
George Branch, Superintendent

By: Carol Crafton Anthony  
Carol Crafton Anthony  
Attorney for Fairview

CAMDEN SCHOOL DISTRICT NO. 35

By: Jerry Daniel  
Jerry Daniel, Superintendent

By: Janet L. Pulliam  
Allen P. Roberts  
Attorneys for Camden

HARMONY GROVE SCHOOL DISTRICT NO. 1

By: Carlos Price  
Carlos Price, Superintendent

By: Hayes C. McClarkin  
Hayes C. McClarkin  
Attorney for Harmony Grove

LARRY MILTON, ET AL, PLAINTIFFS

By: John W. Walker  
John W. Walker  
Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
EL DORADO DIVISION

LARRY MILTON, ET AL

PLAINTIFFS

CASE NO 88-1142

MIKE HUCKABEE, GOVERNOR  
OF THE STATE OF ARKANSAS, ET AL

DEFENDANTS

CONSENT ORDER

Now on this 1st day of February, 2002, comes on for a fairness hearing the motion for a declaration of unitary status for Camden Fairview School District filed herein by the Camden Fairview School District without objection by the plaintiffs or the other separate defendants. The Court finds that as notice has been published in the *Camden News* pursuant to this Court's prior order, and as no objector to the motion for a declaration of unitary status has presented credible evidence to the Court which would preclude this Court from granting same, the Court finds as follows:

1. The State defendants have fully complied with all their financial and monitoring obligations imposed pursuant to the 1991 settlement agreement and all court orders entered in this case.
2. CFSD has materially reduced the test score disparity between black and white students within the district, and it has satisfied all other court ordered obligations, and is hereby declared unitary in status.
3. The terms and conditions of the parties' Settlement Agreement dated the 10<sup>th</sup> day of December, 2001, are hereby incorporated into

this final order as set forth word for word.

4. The State will provide the payments set out herein according to the following schedule:

<u>Payment Date</u>	<u>Amount of Payment</u>
July 1, 2002	\$855,000
July 1, 2003	\$786,666
July 1, 2004	\$709,666
July 1, 2005	\$640,666
July 1, 2006	\$578,666
July 1, 2007	\$522,666
July 1, 2008	\$472,670

5. Any and all obligations of the State defendants previously agreed to by the parties or ordered by this Court are hereby terminated, except for the payment obligations set forth above which terminate on July 1, 2008.

6. The defendants, State defendants, City of Camden, Housing Authority of Camden, Harmony Grove School District, and Camden Fairview School District have complied with all obligations imposed pursuant to the 1991 settlement agreement and all court orders entered in this case and are DISMISSED WITH PREJUDICE from this suit.

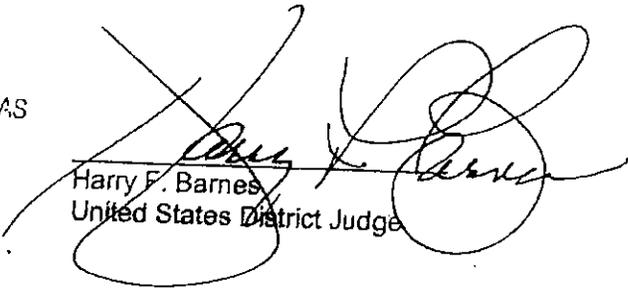
IT IS SO ORDERED.

U. S. DISTRICT COURT  
WESTERN DISTRICT ARKANSAS  
FILED

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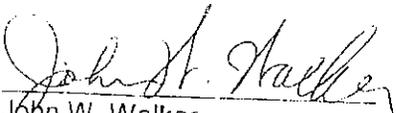
BY CHRIS R. JOHNSON, CLERK

DEPUTY CLERK

  
Harry F. Barnes  
United States District Judge

Order Prepared By:

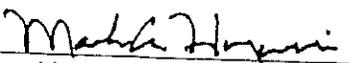
PLAINTIFFS

By   
John W. Walker  
Attorney for Plaintiffs

CAMDEN FAIRVIEW SCHOOL  
DISTRICT

By   
Allen P. Roberts  
Attorney for CFSD

THE STATE OF ARKANSAS  
DEFENDANTS

By   
Mark A. Hagemeyer, Assistant  
Attorney General for the Office of  
Attorney General

ARKANSAS DEPARTMENT OF  
EDUCATION

By   
D. Scott Smith  
Attorney for Arkansas  
Department of Education

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
EL DORADO DIVISION

LARRY MILTON, ET AL.

PLAINTIFFS

CASE NO. 88-1142

MIKE HUCKABEE, GOVERNOR  
OF THE STATE OF ARKANSAS, ET AL.

DEFENDANTS

SETTLEMENT AGREEMENT

WHEREAS, the plaintiffs, Camden Fairview School District No. 16 of Ouachita County (CFSD), the State defendants (State), Harmony Grove School District No. 1 of Ouachita County (HGSD), the City of Camden and the Housing Authority of Camden are parties to settlement agreements incorporated into a court order in the CFSD desegregation case, U.S.D.C., W.D. Ark. No. 88-1142; and,

WHEREAS, the settlement agreement/court order dismissed the State, but also imposed certain affirmative obligations on the State over which the Court exercised continuing jurisdiction until such time as CFSD was declared to have attained unitary status; and,

WHEREAS, the resulting situation is that the State has continued to be a party to the CFSD desegregation case with continuing obligations with no certainty as to when those obligations will end; and,

WHEREAS, the State believes it is in compliance with all obligations imposed by settlement agreements and court orders in this case and desires an end to the CFSD desegregation case and any continuing obligations therein; and,

WHEREAS, CFSD believes that it has attained unitary status, and,

WHEREAS, the plaintiffs and State do not dispute CFSD's claim of unitary status, and

WHEREAS, the plaintiffs and CFSD do not dispute the State's claim of compliance with settlement agreements and court orders in the instant case; and

WHEREAS, the City of Camden and the Housing Authority of Camden desire an end to the CFSD desegregation suit and to their continuing obligations therein; and,

WHEREAS, HGSD desires an end to the CFSD desegregation suit and to its continuing obligations therein; NOW,

THEREFORE, the parties agree to the following recitals, terms and conditions:

1. Plaintiffs are a certified class of residents and school age children of CFSD. They filed this lawsuit against the State, the former Camden School District, the former Fairview School District, the Harmony Grove School District, the City of Camden, and the Housing Authority of the City of Camden. The gravamen of the complaint was to seek desegregation of the public schools of Camden and its environs, which plaintiffs alleged were racially segregated.
2. Plaintiffs' complaint was filed December 16, 1988. It alleged certain violations of the Voting Rights Act, 42 U.S.C.A. § 1973, and federal constitutional violations, specifically that at the time of the United States Supreme Court's decision in *Brown v. Board of Education*, 347 U.S. 483 (1954), the Defendants operated a racially dual education system in Ouachita County, Arkansas, and that subsequent to the decision in *Brown* the Defendants failed to dismantle the dual system. The underlying facts were that the principal town and population center of Ouachita County, the City of

Camden, contained two separate school districts with one, the former Fairview School District, being predominantly white, and the other, the former Camden School District, being predominantly black. It was also alleged that the adjoining rural school district, Harmony Grove School District (HGSD), was predominantly white and served as an additional white flight retreat for white persons seeking to avoid the predominantly black Camden School District. The City of Camden and the Housing Authority of the City of Camden were added as defendants with it being alleged that they had engaged in governmental activities that fostered segregated housing patterns that promoted a continuation of the racially dual education system.

3. The principal issues in the litigation were resolved by a series of settlement agreements culminating in a final consent order entered August 1, 1991. The Voting Rights Act issues were resolved by the various school district entities dividing themselves into single member districts that were consistent with the Act. The desegregation issues were resolved by consolidation of the Fairview School District and Camden School District into the Camden Fairview School District. The parties also resolved to decrease the test score disparity between African American students and white students in CFSD. In the newly consolidated school district (CFSD), all grades of the two component districts were merged so that all kindergarten and first grade students, black and white, went to the same school, all second and third graders went to the same school, and so on. This results in student assignments without racially identifiable schools and affirmatively avoids intra-school segregation. The consent order required Harmony Grove School District to generally refrain from any action having a segregative impact within CFSD. Specifically HGSD was to maintain an open

admission policy for nonresident black students and was prohibited from accepting the transfer of nonresident white students into HGSD without the written consent of CFSD. The City of Camden paid \$125,000 toward construction of, and otherwise assisted in, road improvements in the area of a new CFSD high School that the settlement mandated be constructed. The City of Camden Housing Authority agreed to restrictions on the siting of new public housing projects.

4. The State agreed to offset the cost of consolidation of the former Fairview and Camden School Districts by paying to the consolidated CFSD annual payments. CFSD received its first payment of \$925,000 on July 1, 1992 and it received additional payments of \$855,000 each July 1 thereafter until July 1, 2001 for total payment of \$8,620,000. The patrons of CFSD contributed \$8,000,000.00 to the desegregation by passing a millage increase in a special election to finance construction of a high school facility for the newly consolidated CFSD.

5. CFSD agreed to use its desegregation money received from the State to reduce to as great an extent as possible any existing racial disparity in test scores among the district's students. The State agreed to monitor progress in remediating the test score disparity. The parties agree that CFSD and the State have complied with those settlement obligations.

6. The parties agree that the settlement agreements and consent orders previously entered by this Court have been fully complied with and the racially dual system of education that formerly existed in the Fairview and Camden School Districts has been dismantled and eliminated. Specifically, the State has fully complied with the making of its monetary payment obligations and all other requirements placed upon it

pursuant to the terms and conditions of the settlement agreement dated May 6, 1991, and all orders entered by this Court. The parties agree that the consolidated CFSD is desegregated and has achieved unitary status. As a result, the parties submit they are entitled to a final order of unitary status, which immediately terminates court supervision of this case and dismisses this case with prejudice as to all parties. The parties agree that the Court's final order declaring CFSD unitary will supercede any and all previous orders of this Court, settlement agreements, or consent decrees, unless expressly integrated within the Court's order or orders that may be entered pursuant to this settlement agreement.

7. CFSD and the plaintiffs represent that the test score disparity between black and white students has been materially reduced. CSFD commits to continue application of the programs that have demonstrated success in reducing test score disparity between black and white students.

8. The parties agree that it might be counterproductive to the progress that has been made over the past ten years to totally eradicate or eliminate the State's desegregation payments from current levels of funding without some period of economic weaning. To this end, the State agrees that if the Court issues a final order declaring CFSD unitary and dismissing all parties with prejudice, the State will provide additional payments pursuant to the following schedule:

<u>Payment Date</u>	<u>Amount of Payment</u>
July 1, 2002	\$855,000
July 1, 2003	\$786,666
July 1, 2004	\$709,666

July 1, 2005	\$640,666
July 1, 2006	\$578,666
July 1, 2007	\$522,666
July 1, 2008	\$472,670

As was the case with the payments under the May 6, 1991 Order, the payments thus called for by this settlement agreement shall be supplemental to all other local, state, and federal financial payments received by CFSD so that said supplemental payments shall in no way cause the reduction of local, state, and federal payments otherwise due CFSD. The parties agree that the State will not provide CFSD with any form of monitoring under the instant settlement agreement.

9. Upon the final payment provided for in Paragraph 8 on July 1, 2008, the State is released from any further financial payments or obligations arising from any terms, conditions, or precedents with regard to this litigation. Upon the execution of this settlement agreement, CFSD, the plaintiffs, and all other parties, their assignees or successors in interest are barred from attempting to extend the State's obligations under the instant agreement or the 1991 agreement, prior consent orders entered into this matter, or any order or orders that may be entered by the Court pursuant to this settlement agreement.

10. The provisions of paragraph 1(C) of the consent order of November 27, 1990, in regard to HGSD shall remain in full force and effect to prevent future "white flight" from CFSD to HGSD. In addition, existing state law permits the attendance of nonresident children at a school district where those children's parents are employees of the school district. A.C.A. § 6-18-203. Where this statute is applied to permit the

attendance of white children resident in CFSD at HGSD, it has a segregative impact upon CFSD. Such attendance should, therefore, be declared to be violative of paragraph 1(C) of the above consent order unless said attendance is with the written consent of CFSD. The declaration of unitary status sought herein should otherwise have the result of dismissing with prejudice HGSD from this litigation.

11. The parties agree that the declaration of unitary status shall have the result of dismissing with prejudice the City of Camden and the City of Camden Housing Authority from this litigation.

12. CFSD shall immediately upon execution of this agreement file a motion moving the Court for a court order declaring unitary status and dismissing all parties with prejudice. The State and the plaintiffs shall immediately file written responses to CFSD's motion stating that they do not dispute unitary status. The State, the plaintiffs, and CFSD shall immediately ask the Court to set CFSD's motion for an evidentiary hearing within thirty days. Said hearing will be for the purpose of ruling on CFSD's motion and approving this settlement agreement. The burden of going forward to establish a *prima facie* case of unitary status shall be on CFSD.

13. In the event that at said hearing the Court concludes that this settlement agreement should be approved and finds the allegations of the motion to be true and accurate, and that the parties are in fact in accord as alleged, and that the parties are otherwise legally entitled to the relief requested, the Court shall then be asked by the parties to set a public fairness hearing to occur no sooner than thirty days later. CFSD will cause to be published notice of said public fairness hearing in the Camden News. Said publication shall occur once each week for at least three consecutive weeks prior

to the fairness hearing. The notice will set further the time and place for the hearing and provide that any interested party desiring to object to the declaration of unitary status should do so in writing and should contact the attorney of record for plaintiffs for information as to how to make their objections known to the Court prior to or at the fairness hearing. The burden of proof to overcome the *prima facie* finding from the first hearing shall be on the objector.

14. The parties agree to cooperate in good faith with and assist CFSD in opposing any challenge to the legality of this agreement or any effort by a third party to modify or terminate the obligations set forth in the agreement. Such cooperation and assistance shall include but not be limited to: (1) filing joint pleadings supporting to the legality of this agreement; (2) filing joint pleadings responding to any requests to modify or terminate the State's obligations under the terms of this agreement; (3) filing a joint appeal of any order, decision or judgment which directly or indirectly undermines this agreement; (4) filing a joint brief opposing any appeal of an order, decision or judgment upholding this agreement or refusing to modify or terminate the terms of this agreement; and (5) filing joint pleadings to remove or transfer any challenge to the legality of this agreement to United States District Court and to consolidate the challenge with other aspects of the desegregation case, U.S.D.C., W.D. Ark., No. 88-1142.

15. The parties agree to present to this court two consent orders implementing the terms and conditions of this settlement agreement. The first consent order would be presented to the Court after CFSD moves the Court for a declaration of unitary status as described in paragraph 12 of this settlement agreement, and that

order will declare that the parties are in compliance with all terms and obligations imposed with the 1991 settlement agreement, or other prior agreements, and all orders previously entered by the Court. The first consent order will also declare that the parties have established that they are entitled to a final order of unitary status dismissing all parties with prejudice and all prior obligations from this case but for the terms and obligations set forth in the instant settlement agreement. The second consent order will be presented to the Court after it conducts a fairness hearing and will be a final order declaring CFSD unitary and dismissing case no. 88-1142, with prejudice to all parties and their Court ordered obligations except for the specific terms and obligations of this instant settlement agreement which shall be incorporated into the second consent order executed by the Court. In the event that the consent orders detailed herein are not approved by the parties and presented to the Court and entered by the Court, the parties may take whatever action they deem necessary and appropriate with regard to enforcing the previous 1991 settlement agreement and consent orders in Case No. 88-1142, or alleging non-compliance therewith by any party, including but not limited to seeking appropriate relief from the Court. In the event such relief is sought from the Court, neither the terms of this settlement agreement nor any facts or statements of the parties related to its negotiations or execution shall be construed or offered as evidence of any admission against interest or waiver of any kind on the part of any of the parties. The parties also agree that the State has not waived any rights or privileges of sovereign immunity by negotiating and/or entering into this agreement.

16. CFSD shall be responsible for plaintiffs' attorney's fees. All other parties

shall be responsible for their own fees and expenses. The State shall bear responsibility only for its own legal fees, litigation costs and expenses.

17. The effective date of this agreement shall be the date of execution.

18. This agreement will terminate on July 1, 2008 and the parties will have no further obligations under this agreement or any previous agreements or orders entered with this court after the termination date of July 1, 2008.

19. The parties agree that this agreement shall be filed in the desegregation case, U.S.D.C., W.D. Ark., Nu. 88-1142, and that the United States District Court, Western District of Arkansas, El Dorado Division, shall have jurisdiction to enforce this agreement to resolve disputes between the parties arising out of this agreement and to hear any challenge to the legality of this agreement.

20. This agreement expresses the entire agreement of the parties and may not be modified or altered except by a writing executed by the authorized representatives of each of the parties. It is specifically contemplated that this agreement may not be modified or amended as submitted to the Court without the express written approval of all the parties to this agreement.

21. All covenants, conditions, agreements, undertakings contained herein shall inure to the benefit of and be binding upon the respective legal successors in interest and assigns of the parties.

22. This settlement agreement is entered into this 10<sup>th</sup> day of December 2001 by the undersigned on behalf of the parties hereto, which each of the undersigned representing full authority to execute this agreement on behalf of their respective party.

PLAINTIFFS

By John W. Walker  
John W. Walker  
Attorney for Plaintiffs

CAMDEN FAIRVIEW SCHOOL  
DISTRICT

By Allen P. Roberts  
Allen P. Roberts  
Attorney for CFSD

THE STATE OF ARKANSAS  
DEFENDANTS

By Mark A. Hagemeyer  
Mark A. Hagemeyer, Assistant  
Attorney General for the Office of  
Attorney General

ARKANSAS DEPARTMENT OF  
EDUCATION

By B. Scott Smith  
B. Scott Smith  
Attorney for Arkansas Department  
of Education

HARMONY GROVE SCHOOL  
DISTRICT

By Gregg Parrish  
Gregg Parrish  
Attorney for Harmony Grove School  
District

CITY OF CAMDEN

By Benton Rollins  
Benton Rollins  
Attorney for City of Camden

HOUSING AUTHORITY OF  
CAMDEN

By James Pratt  
James Pratt  
Attorney for Housing  
Authority of Camden

B/1/91

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
EL DORADO DIVISION

LARRY MILTON, ET AL.

PLAINTIFFS

VS.

NO. 88-1142

BILL CLINTON, ET AL.

DEFENDANTS

CONSENT DECREE

Plaintiffs originally filed this action on December 16, 1988, alleging that the defendants maintained an unlawfully segregated school system in violation of the Fourteenth and Fifteenth Amendments to the United States Constitution, the Voting Rights Act, 42 U.S.C. Section 1973, as amended, 42 U.S.C. Section 1981, 1983 and 2000(d). The complaint specifically alleged that, at the time of the Supreme Court's decision in Brown v. Board of Education, 347 U.S. 483(1954), defendants operated a racially dual public school system in Ouachita County. The complaint further alleged that subsequent to the Brown decision, defendants failed to dismantle the dual system or acted or failed to act in such a manner as to maintain and exacerbate conditions of segregation in Ouachita County. Plaintiffs sought relief through the consolidation of the three school districts, or an effective interdistrict, cooperative desegregation plan, the elimination of

EXHIBIT 2

all vestiges of racial discrimination in the school district(s), and the establishment of single member district elections for the school board directors.

These allegations of unconstitutional racially segregative acts are properly class claims brought by black residents of the Camden, Harmony Grove and Fairview School Districts and their minor school aged children who are eligible to attend the schools of the district wherein they reside, on their own behalf and on behalf of all other black children and their parents who presently attend or will in the future attend the defendant school districts. As a group, the plaintiff class is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the class; the claims of the representative parties are typical of the claims of the class; and the representative parties have and will continue to fairly and adequately protect the interests of the class. The plaintiff class is hereby certified. Rule 23, Fed.R.Civ.Pro.

Defendants are Governor, Bill Clinton, the State Department of Education of the State of Arkansas, the Arkansas State Board of Education and its individual members, (hereinafter collectively called the State), the Board of Education of the Camden, Arkansas School District, the Housing Authority of the City of Camden, the City of Camden, the Board of Education of the Harmony Grove School

EXHIBIT 2

District, (hereinafter called Harmony Grove), and the Board of Education of the Fairview School District, (hereinafter called Fairview).

Through a series of settlement agreements and consent orders approved by this Court, the voting rights issues have been resolved to the satisfaction of the parties and the Court in the remaining Harmony Grove School District and the consolidated Fairview School District. Specifically, an order dated July 1, 1991, approving the Harmony Grove zoned election plans and dismissing the plaintiffs' complaints against the Harmony Grove defendants, and an order dated November 27, 1990, approving single member zoned elections in Fairview have previously been entered herein. An election implementing the Fairview zoning plan was held on May 7, 1991, and a new board elected from single member zones is now governing Fairview. Similarly, a single member zone election is scheduled for September, 1991 in the Harmony Grove. The resolution of the voting rights issues as approved in the court's previous orders are hereby incorporated by reference in this order.

Consolidation was achieved between the Camden and Fairview Districts through a state law move by the Camden School District when the Camden district's board admitted that it was unable to meet the requirements of state educational standards, including

EXHIBIT 2

the requirement to provide a desegregated equal educational opportunity for minority students. See A.C.A. Section 6-15-207(b) (Supp. 1989). The State acting through the State Board of Education approved this consolidation in July 1990. Fairview appealed the consolidation order in state court, but the appeal was dismissed and the consolidation of Camden and Fairview became final October 16, 1990.

All parties, except the state defendants, submitted to a settlement agreement and Consent Order, approved by the court on November 27, 1990, setting out a contingency for resolution of the desegregation issues in this lawsuit which included: Eliminating student assignments that result in racially identifiable schools in the consolidated Fairview District beginning in the 1991 school year, with the limited possible exception of the Chidester elementary school; and affirmatively making student assignments that avoid intra-school segregation. The settlement also was contingent upon settlement with and funding by the state defendants, and implementation of compensatory education, early childhood development programs in Chidester, as well as staff developments and remediation programs. Additional settlement provisions with the City of Camden and the Camden Housing Authority were also included in the November 27 consent orders.

## EXHIBIT 2

On May 6, 1991, all of the remaining parties, including the state defendants, presented to the Court an additional settlement agreement which met the contingencies of funding contemplated in the November Consent Orders. The state denied and continues to deny that the state defendants or their predecessors have committed any wrongdoing or that they or any of their predecessors have caused racial isolation in the Camden, Fairview, or Harmony Grove public schools to the extent that such isolation exists at the present or has ever existed. Nothing in this decree shall constitute an admission of liability or wrongdoing on the part of the state defendants. The Court reviewed the settlement agreement and found that the parties had reached a fair and equitable settlement of their differences and "tentatively approved [the settlement] subject to the entry of a final decree after a fairness hearing and subject further to the terms and conditions of the settlement agreement itself, specifically including a favorable vote on a 32 mill tax rate in an election called for by that agreement." Consent Order of May 8, 1991. The parties were directed to publish notice directed to the class of persons described above of the fairness hearing and the settlement agreement with instructions for lodging objections.

## EXHIBIT 2

Pursuant to the Court's order, notice to the class and the full text of the proposed agreement were published in the following local and statewide newspapers: Camden News (daily from June 18-25 and July 2-25); Arkansas Gazette (June 20, 25, 26 and July 7, 15, and 27); and the Arkansas Democrat (June 20, 27 and July 4, 11, 18 and 25). No objections have been filed with the Court or been made known to the parties.

Pursuant to the Court's order, an election on the tax millage increase to 32 mills for the consolidated Fairview district was held on July 30, 1991. The electors overwhelmingly approved the millage increase by a vote of 2,511 "For The Tax" and 1,407 "Against The Tax." A copy of the certification of the election result executed as required by state law by two of the three election commissioners and the Ouachita County Judge is attached and incorporated herein by reference.

In light of the fact that the conditions of the settlement have been met, that there are no objections to the proposed settlement from the plaintiff class, and based upon the full record herein, the Court finds that the settlement agreement is fair and reasonable to all the parties and approves the same, the terms of which are hereby incorporated into this decree. The Court specifically finds that the various settlement agreements

## EXHIBIT 2

and prior consent orders filed herein are when fully implemented likely to eliminate the vestiges of racial segregation through the Fairview School District and otherwise result in a school district created and operated in full compliance with the constitution. The plaintiffs' complaint, <sup>OP-100-100</sup> ~~is~~, therefore, dismissed with prejudice against the ~~state~~ defendants, subject only to the Court's retention of enforcement jurisdiction as specified below.

This order modifies and supersedes all prior orders herein only to the extent that it expressly contradicts those orders. The Court's earlier orders, specifically those referred to above, are otherwise ratified.

The Court shall retain jurisdiction of the matter to resolve any disputes as to the implementation of the settlement agreements.

DATED this 1st day of August, 1991.

IT IS SO ORDERED.

U. S. DISTRICT COURT  
WESTERN DIST. ARKANSAS  
FILED

AUG 01 1991

CHRISTE JOHNSON  
BY Carol Johnson  
Deputy Clerk

Oren Harris  
Oren Harris  
United States District Judge

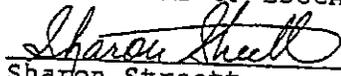
APPROVED:

LARRY MILTON, ET AL, PLAINTIFFS

BY John W. Walker  
John W. Walker

EXHIBIT 2

GOVERNOR BILL CLINTON, STATE  
DEPARTMENT OF EDUCATION OF THE  
STATE OF ARKANSAS, ARKANSAS  
STATE BOARD OF EDUCATION

  
\_\_\_\_\_  
Sharon Streett

FAIRVIEW SCHOOL DISTRICT NO. 16

  
\_\_\_\_\_  
Allen P. Roberts

EXHIBIT 2

CERTIFICATION OF THE RESULTS OF THE JULY 30, 1991  
SCHOOL ELECTION HELD IN OUACHITA COUNTY, ARKANSAS

TO: Ouachita County Election Commission  
Ouachita County Clerk

STATE OF ARKANSAS )

COUNTY OF OUACHITA )

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, Ouachita County Election Commission,  
duly commissioned and acting, do hereby certify that we have  
duly examined the returns from the County of Ouachita, Arkansas,  
held on July 30, 1991 and certify the results as follows:

CAMDEN/FAIRVIEW SCHOOL DISTRICT NO. 16

32 Mill School Tax

For Tax	2511
Against Tax	1407

CERTIFIED BY Robert C. Ferguson  
Robert C. Ferguson, Chairman

\_\_\_\_\_  
Dean Quarles

Ruth Tate  
Ruth Tate

APPROVED BY Bill Braswell  
Bill Braswell, County Judge

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
EL DORADO DIVISION

LARRY MILTON, ET AL.

PLAINTIFFS

CASE NO. 88-1142

MIKE HUCKABEE, GOVERNOR  
OF THE STATE OF ARKANSAS, ET AL.

DEFENDANTS

CONSENT ORDER

Now on this 1st day of February, 2002, comes on for a fairness hearing the motion for a declaration of unitary status for Camden Fairview School District filed herein by the Camden Fairview School District without objection by the plaintiffs or the other separate defendants. The Court finds that as notice has been published in the *Camden News* pursuant to this Court's prior order, and as no objector to the motion for a declaration of unitary status has presented credible evidence to the Court which would preclude this Court from granting same, the Court finds as follows:

1. The State defendants have fully complied with all their financial and monitoring obligations imposed pursuant to the 1991 settlement agreement and all court orders entered in this case.

2. CFSD has materially reduced the test score disparity between black and white students within the district, and it has satisfied all other court ordered obligations, and is hereby declared unitary in status.

3. The terms and conditions of the parties' Settlement Agreement dated the 10<sup>th</sup> day of December, 2001, are hereby incorporated into

Exhibit 1

2 5 4

this final order as set forth word for word.

4. The State will provide the payments set out herein according to the following schedule:

<u>Payment Date</u>	<u>Amount of Payment</u>
July 1, 2002	\$855,000
July 1, 2003	\$786,666
July 1, 2004	\$709,666
July 1, 2005	\$640,666
July 1, 2006	\$578,666
July 1, 2007	\$522,666
July 1, 2008	\$472,670

5. Any and all obligations of the State defendants previously agreed to by the parties or ordered by this Court are hereby terminated, except for the payment obligations set forth above which terminate on July 1, 2008.

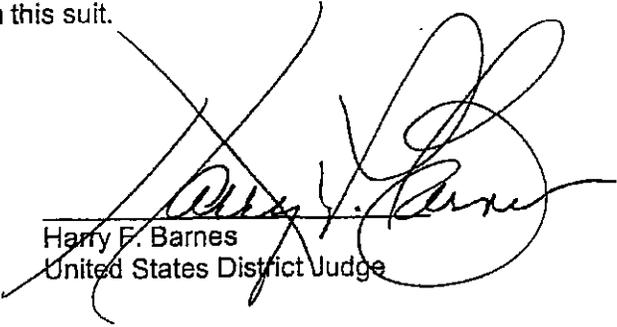
6. The defendants, State defendants, City of Camden, Housing Authority of Camden, Harmony Grove School District, and Camden Fairview School District have complied with all obligations imposed pursuant to the 1991 settlement agreement and all court orders entered in this case and are DISMISSED WITH PREJUDICE from this suit.

IT IS SO ORDERED.

U. S. DISTRICT COURT  
WESTERN DISTRICT ARKANSAS  
FILED

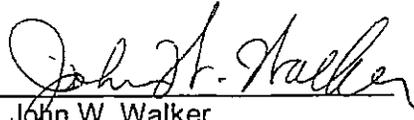
FEB 01 2002

CHRIS R. JOHNSON, CLERK  
DEPUTY CLERK

  
Harry F. Barnes  
United States District Judge

Order Prepared By:

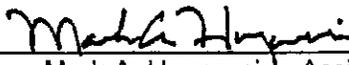
PLAINTIFFS

By   
John W. Walker  
Attorney for Plaintiffs

CAMDEN FAIRVIEW SCHOOL  
DISTRICT

By   
Allen P. Roberts  
Attorney for CFSD

THE STATE OF ARKANSAS  
DEFENDANTS

By   
Mark A. Hagemeyer, Assistant  
Attorney General for the Office of  
Attorney General

ARKANSAS DEPARTMENT OF  
EDUCATION

By   
D. Scott Smith  
Attorney for Arkansas  
Department of Education