

Lakeside School District

Administrative Offices
2837 Malvern Road
Hot Springs, Arkansas 71901-8319
501-262-1880 Fax 501-262-2732

April 8, 2015

Johnny Key, Commissioner
Arkansas Department of Education
Office of the Commissioner
Four Capitol Mall
Little Rock, AR 72201

RE: Arkansas Public School Choice Act

Dear Commissioner Key,

This is to notify the Arkansas Department of Education in accordance with Act 560 of 2015 that the Lakeside School District (like all school districts located in Garland County) has been operating under a Federal Court Desegregation Order since 1989, which requires the District to operate under the Arkansas Public School Choice Act of 1989, Act 609 of 1989. A copy of the Court Orders and the Garland County School Desegregation Case Comprehensive Settlement Agreement has been provided to the Department as required by Act 560 of 2015.

Sincerely,

Shawn Cook
Superintendent

cc: D. Scott Hickam, Attorney at Law
Rick McLaughlin, Assistant Superintendent

WOOD, SMITH, SCHNIPPER, CLAY & VINES

ATTORNEYS AT LAW

SCOTT WOOD (1880-1952)
JAMES W. CHESNUTT (1916-1988)
RAY S. SMITH, JR. (1924-2007)

April 11, 2012

SMITH BUILDING
123 MARKET STREET
HOT SPRINGS, ARKANSAS
71901
TELEPHONE: 501/624-1252
TELEFAX: 501/624-6553

DON M. SCHNIPPER, P.A.
PHILIP M. CLAY, P.A.
JOHN T. VINES, P.A.

Mr. Shawn Cook, Superintendent
Lakeside School
2837 Malvern Avenue
Hot Springs, AR 71901

Re: W.T. Davis, et al vs. Hot Springs School District, et al
USDC No. 89-6088

Dear Mr. Cook:

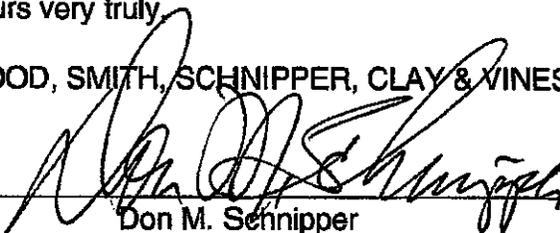
At your request I have been able to resurrect my old file on the captioned case. As you already know, this was an action filed by the local NAACP organization against all of the school districts in Garland County, as well as the Arkansas State Board of Education, and Garland County Board of Education. While the case was filed in 1989, it was in September 1991, that all of the districts and additional defendants entered into a Comprehensive Settlement Agreement. I am enclosing a copy of that Settlement Agreement. Even though there are a few signatures missing, I can assure you it was fully executed and filed with the court. Judge Franklin Waters entered an Order approving this settlement on April 28, 1992, and which was filed on May 1, 1992. While there were other Motions filed in between, the next real action was in November 2004, when the plaintiffs filed a Petition requesting the Settlement Agreement be set aside and the court proceed to try the matter based on the original Complaint. This was heard by U.S. District Judge Jimm Larry Hendren, and an Order denying the plaintiffs' Motion was entered on November 24, 2004.

Basically, that is the outline of the matter. I am not sure you wanted all of this information, but I decided it would be best to give it to you anyway. If there is any other documentation or other matters I can assist you with, please feel free to contact me.

Yours very truly

WOOD, SMITH, SCHNIPPER, CLAY & VINES

By:


Don M. Schnipper

DMS/dw
Encls.

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
HOT SPRINGS DIVISION

W.T. DAVIS, ET AL.

PLAINTIFFS

VS.

NO. 89-6088

HOT SPRINGS SCHOOL DISTRICT, ET AL.

DEFENDANTS

ORDER AND MEMORANDUM

Introduction

This action was commenced on August 18, 1989. After a period of discovery and settlement negotiations, the parties entered into the Comprehensive Garland County School Desegregation Settlement (the Settlement Agreement) on November 25, 1991. The Agreement was filed with the court on November 25, 1991 and the Court, on February 3, 1992, issued its order scheduling a fairness hearing to consider the agreement.

The parties caused notice of the hearing to be published in the Hot Springs Sentinel Record on February 16, 1992. The notice summarized the essential terms of the settlement agreement. Thereafter, the fairness hearing was conducted on March 30, 1992.

Findings of Fact

1. The fairness hearing was appropriately noticed and reasonable opportunity for objections to be filed and heard was provided.

2. The notice of the hearing drew but a single written response, which response, while not necessarily posed as an objection, nevertheless was addressed by the parties and considered by the Court.

3. No persuasive objections were made to the Settlement Agreement or presented to the Court.

4. The Court has considered the Settlement Agreement in its entirety, the oral and written presentations of the parties, a reaction to the Settlement Agreement filed March 13, 1992 and the comments of those who appeared at the fairness hearing. Based upon all the foregoing, the Court finds that the Settlement Agreement is fair and reasonable, that it affords appropriate relief to the plaintiff class and that it is hereby approved as written and submitted by the parties.

5. The Court has considered the Release proposed by the parties, finds it to be fair, reasonable and appropriate, directs that the parties enter into it and that a fully signed copy be filed with the Clerk.

6. The court has considered the attorneys fee to be paid to counsel for the plaintiff class, finds it to be fair and reasonable under all of the circumstances of this case, and approves its payment as outlined in the Settlement Agreement.

Conclusions of Law

1. The United States Court of Appeals for the Eighth Circuit has squarely addressed the standards applicable to a

district court's consideration of a proposed settlement agreement in a desegregation case. "A strong public policy favors agreements, and courts should approach them with a presumption in their favor." Little Rock School District v. Pulaski County Special School District, et al., 921 F.2d 1371 at 1383, 1388 (8th Cir. 1990). Nothing has been presented to this court to vitiate this presumption of constitutionality and appropriateness outlined by the Court of Appeals.

2. All parties with a direct stake in the outcome of this litigation have been represented and have been heard by the court and are bound not only by the terms of the agreement but by the dismissal of this action.

3. The Court has previously entered its order finding that the plaintiff class and counsel are appropriate representatives of those for whom relief was sought in this action. While there was no appeal from that order and those findings, the Court nevertheless reconfirms the vitality of that order for purposes of this agreement.

4. The plaintiff class as approved has agreed to release the districts and the State from all liability for issues which have been raised in this litigation and has committed there will be no further litigation among or between the parties other than proceedings necessary, if any, to enforce the terms of this Agreement.

6. Accordingly, this action should be dismissed with prejudice on the merits but without prejudice to any of the parties to petition this court to reopen this case solely to enforce the terms of the Settlement Agreement.

7. In all other respects, dismissal of this action represents a final order terminating these proceedings and extinguishing all claims which have been raised or which could have been raised in this action.

Conclusion

For all of the foregoing reasons, and subject to the provisions above described, this action is hereby dismissed with prejudice, each party to bear its own costs.

SO ORDERED this 29th day of April, 1992.



H. Franklin Waters
United States District Judge

U: S: DISTRICT COURT.
WESTERN DIST. ARKANSAS
FILED

MAY 1 1992

CHRIS JOHNSON, Clerk
By *Ann H. Fletcher*
Deputy Clerk

GARLAND COUNTY SCHOOL DESEGREGATION CASE
COMPREHENSIVE SETTLEMENT AGREEMENT

I.

Introduction

On August 18, 1989, the NAACP and individuals desiring to represent a class of black patrons and students filed this action seeking the consolidation of all of the public school districts in Garland County, Arkansas. Also joined as defendants were the Garland County Board of Education and the State Board of Education.

The parties are persuaded that the principle result toward which they should aspire in this case is quality education for all children of Garland County. The parties are further persuaded that the settlement terms expressed herein should facilitate the end product of quality education and that consolidation of the school districts in Garland County is not necessary to achieve this common goal.

The parties desire to avoid expensive, divisive and protracted litigation in this matter. They have, accordingly, evaluated their respective positions and come to agreement regarding essential terms and conditions designed to further the quality of education in Garland County and to end this litigation. They believe that the settlement of the issues is in the best interest of the students, patrons, staffs of the districts and the people of the State of Arkansas.

The Superintendents of the districts support the settlement and agree to recommend it to their respective boards of directors. The black plaintiffs ("Davis"), the black intervenors, and the Garland County Chapter of the NAACP pledge and endorse its support to this settlement. The Arkansas Department of Education and the State Board of Education are supported in the settlement by the Governor of the State of Arkansas.

II.

Act 609. The School Choice Act

The Hot Springs School District, Lakeside School District, Mountain Pine School District, Cutter Morning Star School District, Jessierville School District, Fountain Lake School District, and Lake Hamilton School District (hereafter the "districts") agree to implement, or have already implemented as a show of good faith, Act 609 of the 1989 Regular Session of The Arkansas General Assembly, better known as the School Choice Act. The parties recognize that the implementation of this Act will facilitate the movement of students, both black and white, who desire to avail themselves of the diverse educational offerings offered by the respective school districts in Garland County. The districts pledge to facilitate implementation in accordance with the terms and conditions embodied within Act 609.

The State Board of Education and the Arkansas Department of Education (hereafter "ADE") agree to provide the funding specified pursuant to Act 609.

III.

The Garland County Education Consortium

The districts agree to organize a Garland County Education Consortium. The Consortium shall meet at least semi-annually and shall, among other matters as may be agreed to by its members, discuss and examine the following issues:

1. Enrollment fluctuations between and among the districts.
2. The ratio of black students to white students in each district and any changes that occur in those ratios.
3. The compliance of each district and each school therein with the Arkansas Educational Standards as established by the Arkansas Department of Education as well as any pertinent statutes adopted or as may be adopted by the Arkansas General Assembly.
4. Any issues related to consolidation of one or more of the school districts in Garland County, Arkansas, including the impact upon teacher and staff salary schedules, the impact upon student transportation, the impact upon community influence and patron access to elected school board representatives, the impact upon per pupil expenditures and any impact upon issues of diversity and differing philosophies as may exist among the respective school districts.
5. The potential for joint and/or bulk purchasing to the

extent such may be economically feasible.

6. The sharing of programs and personnel between and among the districts as appropriate considering all reasonable logistical issues including transportation and personnel compensation.

7. The hiring of minority teachers and staffs in compliance with all pertinent standards and statutes.

To that end, the Arkansas Department of Education agrees to study and determine and to report to the parties in this case, the composition of the available labor pool for black teachers and staffs

for Garland County.

*(See OFCC equal ed contract compliance site
workforce analysis and underutilization analysis)*

The Board of Directors of the Garland County Education Consortium shall consist of the superintendents of the seven school districts, or their designated representatives, and one Board member from each district. The president of the local chapter of the NAACP will be an ex-officio, non voting, member of the Garland County Education Consortium and will be invited to all meetings and will have the right to express opinions or thoughts to said group. The President or designated representative shall be informed of each and every meeting and may attend and participate in all activities of the consortium except the voting on specific measures. The Consortium's recommendations to the respective school boards shall be by majority vote with final action authorized by the concurrence of all affected individual school boards.

IV.

State Board of Education Responsibilities

The State Board of Education, through the Department of Education, agrees to perform and fund the following acts or to provide the following described services to the school districts in order to assist these districts in providing quality desegregated education for all of their students.

A. Staff Development

To ensure that the staffs of every school district receive necessary and appropriate staff development, the State Board of Education agrees, upon request of any district, to waive two student interaction days from the school calendar for the first two full school years following the execution of this agreement. The districts agree to use the two days waived to provide extensive staff development in areas selected from the staff development activities listed below, or which may be available in the future, which the Department of Education agrees to provide at its expense, except for the expense of substitute teachers. This agreement does not alter the districts' in-service obligations under the Standards but should be viewed as additional staff development. The programs listed below can be offered on the districts' regularly scheduled staff development days.

The Department of Education agrees to provide the following staff training programs to the school districts during the first

two years following the execution of this agreement and to provide these programs, at its expense, periodically after that time to new staff members of the school districts.

1. Teacher Assistance Team Training - a building level skill development program by selected consultants and ADE staff designed to reach teachers, as a team, how to intervene with students who are at risk of school failure. This program is designed to reduce the number of students who may be mistakenly referred to special education because of disciplinary problems. Teachers are taught to intervene in ways which address the cause of behavior problems.

2. Civil Rights Awareness Training - a workshop program by ADE staff and selected consultants designed to educate staff members regarding the districts' civil rights obligations under the law and to provide practical information and direction on compliance.

3. Race Relations Seminar - an awareness and skill development program designed to assist staff in understanding race relations issues and to teach them problem solving skills in managing race relations problems.

4. Multicultural Counseling Strategies - a two-day skills development program by ADE staff and selected consultants for the districts' counselors designed to teach counselors multicultural counseling strategies.

B. CURRICULUM

The Department of Education agrees to provide, at its expense, the following curriculum development to the school districts:

1. Multicultural Education Seminar - an awareness program by ADE staff and selected consultants designed to educate staff about multicultural education philosophy. This program will be followed with a series of Multicultural Curriculum Development Workshops, with smaller numbers of staff, which are designed to provide the technical assistance necessary for a district to develop its own multicultural curriculum.

2. Textbook and Instructional Material Selection Assistance - when the districts' textbook selection committees meet to select books for the district, the Arkansas Department of Education will provide a specialist in the curriculum area to assist the committees in selecting textbooks which reflect the multicultural curriculum established by the district.

3. Self-Esteem Curriculum - the Arkansas Department of Education will assist the districts in developing a self-esteem curriculum which is infused and integrated into the regular curriculum to raise the self-esteem of students who are at risk for school failure.

C. TESTING AND ASSESSMENT

The focus of any school district's desegregation plan should be upon reducing the disparity between the test scores of African American students and white students as groups. To adequately measure a district's progress toward this goal it is necessary for the district to collect and analyze students' test score data. To assist the districts in conducting this activity in a nondiscriminatory, unbiased manner, the Department of Education agrees to provide the following assistance:

1. Testing and Assessment For Multicultural Schools - an awareness seminar designed to teach staff about sex and race bias in assessment and how to avoid it in testing and assessing students.

2. The Diagnostic Use of EPSF Survey - training for kindergarten and first grade teachers designed to teach the correct diagnostic use of the Early Prevention of School Failure survey in order to prevent the early sorting and labeling of students that sometimes contributes to their failure.

3. Assessment as Diagnosis - a skill development workshop designed to train staff in the appropriate diagnostic use of test and assessment instruments to improve student achievement.

D. SPECIAL EDUCATION AND GIFTED AND TALENTED

The Department of Education agrees to assist the districts, at its expense, with problems of over identification of special education students, over identification of minority students in special education and the under identification of minority students in gifted and talented programs by providing the following programs:

1. Over representation of Students in Special Education - an education and skill development workshop designed to teach staff how to identify over representation of minority students, male students and students with particular handicapping conditions in special education, and to design and implement programs to alleviate over representation. This workshop will be followed up with specific technical assistance in developing and implementing corrective action plans as needed.

2. Under representation of Students in Gifted and Talented Education - an education and skill development workshop designed to teach staff how to identify under representation of minorities and children from lower socio-economic backgrounds in gifted and talented education and how to design and implement programs to alleviate under representation. This workshop will be followed up by specific technical assistance in developing and implementing corrective action plans as needed.

E. STUDENT/TEACHER INTERACTION

The most critical factor affecting the individual achievement of students is the day to day relationship between the student and the teacher. Recognizing the importance of this relationship, the Department of Education agrees to provide, at its expense, the following programs aimed at improving student/teacher interaction.

1. Teacher Expectations for Student Achievement - an awareness and skills development program designed to teach teachers how their expectations affect student achievement and how to alter their expectations in order to improve student achievement. School districts agree to provide release time for teachers to participate in this training and follow up. This program is especially effective in reducing the differential treatment of students which sometime exists in the classroom.

2. Effective Schools Management - a school management program designed to help administrators identify the characteristics of an effective school and to assist them in developing management skills which will produce those characteristics in their schools.

3. Parental Involvement - a technical assistance program by ADE staff in which a parent involvement program, which will effectively involve parents in the desegregated setting, is developed for the districts and implemented. Training is provided to parents.

4. Classroom Management - a skills development program designed to teach teachers how to maintain classroom control and create a classroom environment conducive to learning.

5. Establishing a School Volunteer Program - A skills and program development seminar which provides a "how to" guide for establishing an effective school volunteer program.

6. Cooperative Learning - an instructional skills strategy which is designed to teach teachers and administrators how to teach students who are grouped heterogeneously by race, gender, socioeconomic level, and ability level. This program helps eliminate the need for "tracking" or "ability grouping" students which sometimes leads to segregated classes. Successfully, implemented, Cooperative Learning produces significant gains in self-esteem, academic achievement and social skills.

7. The Provision of Equity: Evaluating for Standard XV Compliance - a technical assistance program by ADE staff designed to assist the districts in conducting their self-evaluation and compliance plans.

F. GRANTS

1. The Department of Education will fund the attendance of one representative, selected by the Consortium, to the Annual Institute For Special Education Law on the conditions that: (1) the school districts provide release time for the person to attend and (2) the districts agree to have the person who attends conduct a workshop for building principals, counselors and

special education supervisors and teachers, in which the seminar materials are disseminated and discussed.

2. The Department of Education agrees to assist the school districts in applying for and securing Drug-Free schools and communities grants, and to develop programs concerning drug abuse awareness, education, and prevention.

3. The Department of Education agrees to assist the school districts in applying for and securing Effective Schools Grants.

4. The Department of Education agrees to assist the school districts in applying for and securing Math and Science grants.

5. The Department of Education agrees to assist the school districts in applying for and securing Classroom Management Grants.

6. The Department of Education agrees to assist the school district in applying for and securing an Alternative School Grant to develop an alternative school which could be used by all districts within the county.

7. The Department of Education agrees to assist the school districts in applying for and securing a Middle Level School Grant upon the condition that the Department receives the grant funds for which it has applied.

V G. MONITORING

The Arkansas Department of Education agrees to provide equity monitoring in compliance with Standard 15 of the Arkansas

Educational Standards in order to determine if the districts are providing a quality, desegregated education to all of their students.

Each defendant, school district shall appoint to its equity committee and retain one member of the Garland County Chapter of the NAACP. The representative so appointed shall be provided a copy of the school district's annual review by the equity committee, including any and all supporting data.

H. PARTICIPATION IN CONSORTIUM

The Arkansas Department of Education agrees to send a designated representative to at least one (1) meeting annually of the Garland County Education Consortium. It is specifically understood that at that time enrollment, attendance, and black/white ratios in the schools of Garland County will be discussed with the understanding that all parties hereto will be working to achieve a quality education in each school district and to prevent a depreciation in the quality of education in school districts in which there is an unequal racial balance.

I.

The Arkansas Department of Education agrees that the Garland County Schools shall have the highest priority in those programs identified in paragraphs A, B, C, D, E, F, G, and H of this Agreement.

V.

Attorney Fees

The Districts and the State Defendants agree to pay the total sum of \$30,000.00 as attorneys fees and expenses to counsel for Davis. Such sums will be due and payable within ten (10) days of final Court approval of this Agreement. Of that sum, the State of Arkansas shall contribute 50% with the balance being paid by the respective school district in proportion to their respective average daily memberships for the 1990-91 school year.

VI.

Release and Dismissal

Within ten (10) days of final Court approval of this Agreement, each party shall deliver to the other a release in the form set forth as Exhibit "A" to this Agreement.

The parties condition this settlement upon their dismissal from this litigation with prejudice in accordance with the terms of Exhibit "A". The parties pledge to diligently pursue acceptance of the settlement by the Court.

VII.

Class Certification

The settlement is contingent upon a final determination that the settlement is binding upon the classes of all current, past and future black students, their parents and next friends in Garland County. As part of this settlement, the parties will stipulate that the Davis plaintiffs are proper class representatives under, and otherwise meet the requirements of

Rule 23(A) and (b)2 of the Federal Rules of Civil Procedure, and will support their certification.

VIII.

Agreement Regarding Litigation

The Davis plaintiffs release the Districts and the State of all liability for issues which have been raised in this litigation and commit that there will be no further litigation among or between plaintiffs, the State and any of the Districts, other than proceedings to enforce the terms of this settlement as finally approved by the court.

IX.

It is the intent of this Agreement that the parties hereto act promptly and expeditiously in implementing the terms of this settlement. It is agreed that the Garland County Education Consortium will be immediately organized and will conduct an organizational meeting no later than forty-five (45) days from the date of final approval by the Court of this comprehensive settlement agreement. The State Board of Education and the Arkansas Department of Education agree to have their part of this comprehensive settlement agreement in effect, or substantially in effect, prior to the commencement of the 1991 fall school term.

IX.

Execution

The Garland County school desegregation case comprehensive settlement agreement is executed this _____ day of _____, 1991.

WITNESSED AND APPROVED:
Hurst Law Offices
201 Woodbine
Hot Springs, Arkansas 71901

By: [Signature]
Q. Byron Hurst, Jr.
Its Attorney

HOT SPRINGS, ARKANSAS BRANCH
OF THE NAACP:

By: [Signature]
Its President

EXECUTED this _____ day of _____, 1991 by:

WITNESSED AND APPROVED:
Evans, Farrar, Reis & Love
600 West Grand, Suite 201
Hot Springs, Arkansas 71901

By: [Signature]
Bryan J. Reis
One of its Attorneys

HOT SPRINGS SCHOOL DISTRICT

By: [Signature]
President, Board of Directors

EXECUTED this 11th day of September, 1991 by:

WITNESSED AND APPROVED:
Wood, Smith, Schnipper & Clay
123 Market Street
Hot Springs, Arkansas 71901

By: [Signature]
Don Schnipper
One of its Attorneys

LAKESIDE SCHOOL DISTRICT

By: [Signature]
President, Board of Directors

EXECUTED this 16th day of October, 1991 by:

WITNESSED AND APPROVED:
Smith, Stroud, McClerkin,
Dunn & Nutter
Suite #6, State Line Plaza
Texarkana, Arkansas 75702

FOUNTAIN LAKE SCHOOL DISTRICT
By: R. M. [Signature]
President, Board of Directors

By: Hayes McClerkin
Hayes McClerkin
One of its Attorneys

EXECUTED this 16th of October, 1991 by:

WITNESSED AND APPROVED:
Wright, Lindsey & Jennings
2200 Worthen Bank Building
Little Rock, Arkansas 72201

LAKE HAMILTON SCHOOL DISTRICT
By: [Signature]
President, Board of Directors

By: M. Samuel Jones, III
M. Samuel Jones, III
One of its Attorneys

EXECUTED this _____ day of _____, 1991 by:

WITNESSED AND APPROVED:

THE DAVIS PLAINTIFFS

By: _____
Hot Springs Class Representative

By: _____
Lakeside Class Representative

By: _____
Mountain Pine Class
Representative

By: _____
Cutter Morning Star Class
Representative

By: _____
Jessieville Class Representative

By: _____
Fountain Lake Class
Representative

By: _____
Lake Hamilton Class
Representative

EXECUTED this 23rd day of September, 1991 by:

WITNESSED AND APPROVED:
Ray Owen, Jr.
Attorney at Law
1234 Central Avenue
Suite 20
Hot Springs, Arkansas 71901

GARLAND COUNTY BOARD OF EDUCATION

By: Van Smith
Its President

By: [Signature]
Ray Owen, Jr.
Its Attorney

ARKANSAS STATE BOARD OF EDUCATION

By: Nancy M. Wood
Chairman, Board of Directors

By: Sharon Streett
Sharon Streett
One of its Attorneys

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
HOT SPRINGS DIVISION

W. T. DAVIS, Individually, and on Behalf
of a Class of Taxpayers of Garland County,
Arkansas, Similarly Situated, and the GARLAND
COUNTY CHAPTER OF THE N.A.A.C.P.

PLAINTIFFS

v.

Civil No. 89-6088

HOT SPRINGS SCHOOL DISTRICT, STATE OF
ARKANSAS, ARKANSAS STATE BOARD
OF EDUCATION, and EARLE LOVE,
Individually, and as a Member of the Arkansas
State Board of Education, L.D. Harris, Individually,
and as a Member of the Arkansas State Board of
Education, JEFF STARLING, Individually and as a
Member of the Arkansas State Board of Education,
ROBERT L. NEWTON, Individually, and as a
Member of the Arkansas State Board of Education,
DR. HARRY P. McDONALD, Individually, and as
a Member of the Arkansas State Board of Education,
RAE PERRY, Individually, and as a Member of the
Arkansas State Board of Education, ELAINE SCOTT,
Individually, and as Member of the Arkansas State
Board of Education, WALTER TURNBOW,
Individually, and as a Member of the Arkansas State
Board of Education, NANCY WOOD, Individually, and
as a Member of the Arkansas State Board of Education,
GARLAND COUNTY BOARD OF EDUCATION; and
VAN SMITH, Individually, and as a Member of the
Garland County Board of Education, CARL JOHNSON,
Individually and as a Member of the Garland County
Board of Education, FLORA KIMBALL, Individually, and
as a Member of the Garland County Board of Education,
IRA LIVERS, Individually, and as a Member of the
Garland County Board of Education, JOHN WAINSCOTT,
Individually, and as a Member of the Garland County
Board of Education, E.T. SHUFFIELD, Individually,
and as a Member of the Garland County Board of
Education, CUTTER MORNING STAR SCHOOL
DISTRICT; FOUNTAIN LAKE SCHOOL DISTRICT;
JESSIEVILLE SCHOOL DISTRICT; LAKE HAMILTON
SCHOOL DISTRICT; LAKESIDE SCHOOL DISTRICT;
and MOUNTAIN PINE SCHOOL DISTRICT

DEFENDANTS

ORDER

Now on this 24 day of November, 2004, comes on for consideration plaintiffs' Petition for Relief from Settlement Agreement and Order; for Contempt and Other Sanctions

(hereinafter called Petition - document #125), filed on June 8, 2004, and plaintiffs' Motion for Leave to Amend (document #147), filed on August 13, 2004, and the Court, being well and sufficiently advised, finds and orders as follows:

1. Plaintiffs' Petition was filed on June 8, 2004. The various defendants named in the Petition filed responses to the Petition, each essentially denying there was any merit to the Petition as filed.

This Court set this case for hearing in Hot Springs, Arkansas, on July 23, 2004, for the purpose of determining the current status of the case.

2. The plaintiffs appeared in person, and by and through their counsel, Q. Byrum Hurst.

Separate defendant Hot Springs School District appeared by and through its counsel, Bryan Reis; separate defendant Lakeside School District appeared by and through its counsel, Don Schnipper; separate defendant Cutter Morning Star School District appeared by and through its counsel Dan Bufford; separate defendant Jessieville School District appeared by and

through its counsel Ed McCorkle; separate defendant the State of Arkansas, State Board of Education, and nine individual members of the Arkansas State Board of Education appeared by and through their counsel, Mark Hagemeyer and Scott Smith; separate defendant Lake Hamilton School District appeared by and through its counsel, M. Samuel Jones, III; separate defendant Fountain Lake School District appeared by and through its counsel Lisa Mills Wilkins; and, separate defendant Mountain Pine School District appeared by and through its counsel Philip Montgomery.

The Court determined that Q. Byrum Hurst, the attorney for the plaintiffs currently represents both the Davis plaintiffs and the Garland County Chapter of the N.A.A.C.P.; that he represented the Davis plaintiffs and the Garland County Chapter of the N.A.A.C.P. with respect to the initial action which was filed August 9, 1989; that he represented both of these parties in connection with Garland County School Desegregation Case Comprehensive Settlement Agreement (hereinafter "Comprehensive Settlement Agreement") which was dated November 25, 1991; and that he also represented them when the late Judge H. Franklin Waters entered his order of April 28, 1992 (filed May 1, 1992) approving of the Comprehensive Settlement Agreement.

3. The Court advised the attorneys for the parties that its purpose in having the hearing was to determine whether, in light of the previous final and unappealed orders of this Court,

the Petition stated any claim upon which relief could be granted.

The Court noted that no defendant had filed a Rule 12(b)6 motion, as such, but opined that the thrust of the responsive pleadings they have filed is to the effect that the Petition stated no grounds upon which relief could be granted in view of the Comprehensive Settlement Agreement approved by Judge Waters, as evidenced by his order filed on May 1, 1992.

4. The Court asked the plaintiffs to address the Court's concerns about whether, in light of the terms of the Comprehensive Settlement Agreement and Judge Waters' order approving it, the plaintiffs could properly bring the action in the Petition: i.e., to rescind or set aside the Comprehensive Settlement Agreement and (or) to reinstate the original litigation.

After hearing from plaintiffs, the Court then provided the defendants an opportunity to be heard on the questions it had propounded to the plaintiffs' counsel.

5. Plaintiffs then requested additional time to "research" the issues that had been raised by the Court's questions and, over the objection of the defendants, the Court granted that additional time. The Court understood that the purpose of this additional time was to afford an opportunity to the plaintiffs to show the Court why the Petition is cognizable

by the Court in light of the Comprehensive Settlement Agreement and previous orders of the Court.

6. On or about August 4, 2004, the plaintiffs filed a pleading styled Reply to Answer and Response of Defendants (hereinafter called Plaintiffs' Reply - document # 144) in which the plaintiffs argued that, under case law cited therein, the Comprehensive Settlement Agreement should be rescinded and that plaintiffs should be allowed to proceed with the initial litigation.

7. On or about August 11, 2004, the defendants filed two different pleadings in response to Plaintiffs' Reply. These pleadings, entitled Defendants' Response to Plaintiffs' Reply to Answer and Response of Defendants, (document # 145), and Separate Defendant Hot Springs School District's Supplemental Brief in Response to Plaintiffs' Reply to Answer and Response of Defendants and Rule 12(e) Motion to Require Plaintiffs to Make a More Definite Statement, (document #146), vigorously dispute the plaintiffs' readings of the case law upon which the plaintiffs relied and staunchly contend that the Comprehensive Settlement Agreement cannot and should not be set aside based upon the Petition.

8. Within a few days after the defendants' responses (on August 13, 2004), plaintiffs filed a Motion for Leave to Amend.

In that motion, plaintiffs seek leave to amend the **Petition** pursuant to Rule 15(a) and state that, if they are permitted to so amend, the main focus of their amended petition would be to seek compliance by the defendants with the **Comprehensive Settlement Agreement**.

The defendants have all responded to the plaintiffs' Motion for Leave to Amend and generally object to that request. The defendants argue that the **Petition** is not well taken and that it should be dismissed out of hand with the plaintiffs being required to pay costs and attorneys fees occasioned to the defendants for having to respond to a meritless petition.

9. The Court, having carefully read plaintiffs' Reply and Motion for Leave to Amend, finds no merit in the arguments presented therein. The Court notes that although the initial **Petition** relates to the **Comprehensive Settlement Agreement** that was approved by Judge Waters on April 28, 1992, the proposed amended petition relates principally to this Court's Order of October 25, 1994, approving an agreement to resolve contempt allegations then made by plaintiffs against only some of the defendants that are currently named in this suit.

Further, the Court agrees with the defendants' readings of the authorities that were relied upon by the plaintiffs in plaintiffs' Reply. In short, the Court believes that nothing set forth in the original **Petition** would justify the extreme

remedy of setting aside the **Comprehensive Settlement Agreement** and Judge Waters' Order which approved and ordered it implemented. A clear reading of the **Comprehensive Settlement Agreement**, and Judge Waters' Order approving it, plainly informs the reader that the only additional litigation that would be thereafter entertained by the Court would be efforts to enforce the **Comprehensive Settlement Agreement** itself. The **Petition**, as initially drafted, only peripherally touches upon that permissible activity.

Accordingly, the Court finds, as urged by the defendants, that the original **Petition** should be dismissed and that plaintiffs' Motion for Leave to Amend should be denied. The Court is simply not persuaded that permitting the plaintiffs to amend a clearly flawed petition is appropriate under the circumstances.

The Court further believes that the letter and spirit of the **Comprehensive Settlement Agreement** clearly contemplates that, prior to seeking the Court's assistance and incurring the expense which would be thereby occasioned, the parties should seek to resolve disputes informally. The Court sees little evidence of any such efforts thus far concerning disputes which may exist in this matter. Accordingly, the Court encourages the parties to carefully re-examine the **Comprehensive Settlement Agreement** and Judge Waters' Order and then to attempt to resolve

any existing or future disputes within the framework they provide. If, and/or when, it should become necessary to seek the Court's assistance in enforcing either the **Comprehensive Settlement Agreement** or the Order, the party bringing the matter before the Court should be prepared to allege and clearly show that reasonable efforts to resolve the matter informally in accordance with the letter and spirit of both the **Comprehensive Settlement Agreement** and the Order have failed.

10. The defendants have asked that the Court order the plaintiffs to reimburse them for costs and attorneys fees in connection with the proceedings that have thus far occurred.

The Court declines this request at this time but does not rule out reconsidering the matter if this litigation should later be refiled in proper fashion.

11. Finally, the Court finds that defendants' request for a more definite statement set forth in **Separate Defendant Hot Springs School District's Supplemental Brief in Response to Plaintiffs' Reply to Answer and Response of Defendants and Rule 12(e) Motion to Require Plaintiffs to Make a More Definite Statement** (document #146) is moot in light of the Court's rulings as set forth in this Order.

IT IS, THEREFORE, ORDERED that:

* plaintiffs' Petition for Relief from Settlement Agreement and Order; for Contempt and Other Sanctions (document #125) is dismissed;

* plaintiffs' Motion for Leave to Amend (document #147) is denied; and,

* Separate Defendant Hot Springs School District's Supplemental Brief in Response to Plaintiffs' Reply to Answer and Response of Defendants and Rule 12(e) Motion to Require Plaintiffs to Make a More Definite Statement (document #146) is denied as moot.

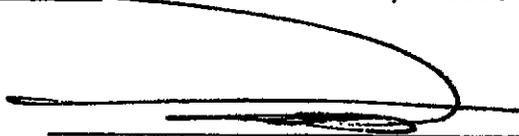
IT IS SO ORDERED this 24 day of November, 2004.

U. S. DISTRICT COURT
WESTERN DISTRICT ARKANSAS
MEMPHIS

NOV 24 2004

CHRIS R. JOHNSON, CLERK

Chris R. Johnson
DEPUTY CLERK


JIMM LARRY HENDREN
UNITED STATES DISTRICT JUDGE

GARLAND COUNTY SCHOOL DESEGREGATION CASE
COMPREHENSIVE SETTLEMENT AGREEMENT

I.

Introduction

On August 18, 1989, the NAACP and individuals desiring to represent a class of black patrons and students filed this action seeking the consolidation of all of the public school districts in Garland County, Arkansas. Also joined as defendants were the Garland County Board of Education and the State Board of Education.

The parties are persuaded that the principle result toward which they should aspire in this case is quality education for all children of Garland County. The parties are further persuaded that the settlement terms expressed herein should facilitate the end product of quality education and that consolidation of the school districts in Garland County is not necessary to achieve this common goal.

The parties desire to avoid expensive, divisive and protracted litigation in this matter. They have, accordingly, evaluated their respective positions and come to agreement regarding essential terms and conditions designed to further the quality of education in Garland County and to end this litigation. They believe that the settlement of the issues is in the best interest of the students, patrons, staffs of the districts and the people of the State of Arkansas.

The Superintendents of the districts support the settlement and agree to recommend it to their respective boards of directors. The black plaintiffs ("Davis"), the black intervenors, and the Garland County Chapter of the NAACP pledge and endorse its support to this settlement. The Arkansas Department of Education and the State Board of Education are supported in the settlement by the Governor of the State of Arkansas.

II.

Act 609. The School Choice Act

The Hot Springs School District, Lakeside School District, Mountain Pine School District, Cutter Morning Star School District, Jassieville School District, Fountain Lake School District, and Lake Hamilton School District (hereafter the "districts") agree to implement, or have already implemented as a show of good faith, Act 609 of the 1989 Regular Session of The Arkansas General Assembly, better known as the School Choice Act. The parties recognize that the implementation of this Act will facilitate the movement of students, both black and white, who desire to avail themselves of the diverse educational offerings offered by the respective school districts in Garland County. The districts pledge to facilitate implementation in accordance with the terms and conditions embodied within Act 609.

The State Board of Education and the Arkansas Department of Education (hereafter "ADE") agree to provide the funding specified pursuant to Act 609.

III.

The Garland County Education Consortium

The districts agree to organize a Garland County Education Consortium. The Consortium shall meet at least semi-annually and shall, among other matters as may be agreed to by its members, discuss and examine the following issues:

1. Enrollment fluctuations between and among the districts.
2. The ratio of black students to white students in each district and any changes that occur in those ratios.
3. The compliance of each district and each school therein with the Arkansas Educational Standards as established by the Arkansas Department of Education as well as any pertinent statutes adopted or as may be adopted by the Arkansas General Assembly.
4. Any issues related to consolidation of one or more of the school districts in Garland County, Arkansas, including the impact upon teacher and staff salary schedules, the impact upon student transportation, the impact upon community influence and patron access to elected school board representatives, the impact upon per pupil expenditures and any impact upon issues of diversity and differing philosophies as may exist among the respective school districts.
5. The potential for joint and/or bulk purchasing to the

extent such may be economically feasible.

6. The sharing of programs and personnel between and among the districts as appropriate considering all reasonable logistical issues including transportation and personnel compensation.
7. The hiring of minority teachers and staffs in compliance with all pertinent standards and statutes. To that end, the Arkansas Department of Education agrees to study and determine and to report to the parties in this case, the composition of the available labor pool for black teachers and staffs for Garland County.

The Board of Directors of the Garland County Education Consortium shall consist of the superintendents of the seven school districts, or their designated representatives, and one Board member from each district. The president of the local chapter of the NAACP will be an ex-officio, non voting, member of the Garland County Education Consortium and will be invited to all meetings and will have the right to express opinions or thoughts to said group. The President or designated representative shall be informed of each and every meeting and may attend and participate in all activities of the consortium except the voting on specific measures. The Consortium's recommendations to the respective school boards shall be by majority vote with final action authorized by the concurrence of all affected individual school boards.

IV.

State Board of Education Responsibilities

The State Board of Education, through the Department of Education, agrees to perform and fund the following acts or to provide the following described services to the school districts in order to assist these districts in providing quality desegregated education for all of their students.

A. Staff Development

To ensure that the staffs of every school district receive necessary and appropriate staff development, the State Board of Education agrees, upon request of any district, to waive two student interaction days from the school calendar for the first two full school years following the execution of this agreement. The districts agree to use the two days waived to provide extensive staff development in areas selected from the staff development activities listed below, or which may be available in the future, which the Department of Education agrees to provide at its expense, except for the expense of substitute teachers. This agreement does not alter the districts' in-service obligations under the Standards but should be viewed as additional staff development. The programs listed below can be offered on the districts' regularly scheduled staff development days.

The Department of Education agrees to provide the following staff training programs to the school districts during the first

two years following the execution of this agreement and to provide these programs, at its expense, periodically after that time to new staff members of the school districts.

1. Teacher Assistance Team Training - a building level skill development program by selected consultants and ADE staff designed to reach teachers, as a team, how to intervene with students who are at risk of school failure. This program is designed to reduce the number of students who may be mistakenly referred to special education because of disciplinary problems. Teachers are taught to intervene in ways which address the cause of behavior problems.

2. Civil Rights Awareness Training - a workshop program by ADE staff and selected consultants designed to educate staff members regarding the districts' civil rights obligations under the law and to provide practical information and direction on compliance.

3. Race Relations Seminar - an awareness and skill development program designed to assist staff in understanding race relations issues and to teach them problem solving skills in managing race relations problems.

4. Multicultural Counseling Strategies - a two-day skills development program by ADE staff and selected consultants for the districts' counselors designed to teach counselors multicultural counseling strategies.

B. CURRICULUM

The Department of Education agrees to provide, at its expense, the following curriculum development to the school districts:

1. Multicultural Education Seminar - an awareness program by ADE staff and selected consultants designed to educate staff about multicultural education philosophy. This program will be followed with a series of Multicultural Curriculum Development Workshops, with smaller numbers of staff, which are designed to provide the technical assistance necessary for a district to develop its own multicultural curriculum.

2. Textbook and Instructional Material Selection Assistance - when the districts' textbook selection committees meet to select books for the district, the Arkansas Department of Education will provide a specialist in the curriculum area to assist the committees in selecting textbooks which reflect the multicultural curriculum established by the district.

3. Self-Esteem Curriculum - the Arkansas Department of Education will assist the districts in developing a self-esteem curriculum which is infused and integrated into the regular curriculum to raise the self-esteem of students who are at risk for school failure.

C. TESTING AND ASSESSMENT

The focus of any school district's desegregation plan should be upon reducing the disparity between the test scores of African American students and white students as groups. To adequately measure a district's progress toward this goal it is necessary for the district to collect and analyze students' test score data. To assist the districts in conducting this activity in a nondiscriminatory, unbiased manner, the Department of Education agrees to provide the following assistance:

1. Testing and Assessment For Multicultural Schools - an awareness seminar designed to teach staff about sex and race bias in assessment and how to avoid it in testing and assessing students.

2. The Diagnostic Use of EPSF Survey - training for kindergarten and first grade teachers designed to teach the correct diagnostic use of the Early Prevention of School Failure survey in order to prevent the early sorting and labeling of students that sometimes contributes to their failure.

3. Assessment as Diagnosis - a skill development workshop designed to train staff in the appropriate diagnostic use of test and assessment instruments to improve student achievement.

D. SPECIAL EDUCATION AND GIFTED AND TALENTED

The Department of Education agrees to assist the districts, at its expense, with problems of over identification of special education students, over identification of minority students in special education and the under identification of minority students in gifted and talented programs by providing the following programs:

Over representation of Students in Special Education - an education and skill development workshop designed to teach staff how to identify over representation of minority students, male students and students with particular handicapping conditions in special education, and to design and implement programs to alleviate over representation. This workshop will be followed up with specific technical assistance in developing and implementing corrective action plans as needed.

2. Under representation of Students in Gifted and Talented Education - an education and skill development workshop designed to teach staff how to identify under representation of minorities and children from lower socio-economic backgrounds in gifted and talented education and how to design and implement programs to alleviate under representation. This workshop will be followed up by specific technical assistance in developing and implementing corrective action plans as needed.

E. STUDENT/TEACHER INTERACTION

The most critical factor affecting the individual achievement of students is the day to day relationship between the student and the teacher. Recognizing the importance of this relationship, the Department of Education agrees to provide, at its expense, the following programs aimed at improving student/teacher interaction.

1. Teacher Expectations for Student Achievement - an awareness and skills development program designed to teach teachers how their expectations affect student achievement and how to alter their expectations in order to improve student achievement. School districts agree to provide release time for teachers to participate in this training and follow up. This program is especially effective in reducing the differential treatment of students which sometime exists in the classroom.

2. Effective Schools Management - a school management program designed to help administrators identify the characteristics of an effective school and to assist them in developing management skills which will produce those characteristics in their schools.

3. Parental Involvement - a technical assistance program by ADE staff in which a parent involvement program, which will effectively involve parents in the desegregated setting, is developed for the districts and implemented. Training is provided to parents.

4. Classroom Management - a skills development program designed to teach teachers how to maintain classroom control and create a classroom environment conducive to learning.

5. Establishing a School Volunteer Program - A skills and program development seminar which provides a "how to" guide for establishing an effective school volunteer program.

6. Cooperative Learning - an instructional skills strategy which is designed to teach teachers and administrators how to teach students who are grouped heterogeneously by race, gender, socioeconomic level, and ability level. This program helps eliminate the need for "tracking" or "ability grouping" students which sometimes leads to segregated classes. Successfully implemented, Cooperative Learning produces significant gains in self-esteem, academic achievement and social skills.

7. The Provision of Equity: Evaluating for Standard XV Compliance - a technical assistance program by ADE staff designed to assist the districts in conducting their self-evaluation and compliance plans.

F. GRANTS

1. The Department of Education will fund the attendance of one representative, selected by the Consortium, to the Annual Institute For Special Education Law on the conditions that: (1) the school districts provide release time for the person to attend and (2) the districts agree to have the person who attends conduct a workshop for building principals, counselors and

special education supervisors and teachers, in which the seminar materials are disseminated and discussed.

2. The Department of Education agrees to assist the school districts in applying for and securing Drug-Free schools and communities grants, and to develop programs concerning drug abuse awareness, education, and prevention.

3. The Department of Education agrees to assist the school districts in applying for and securing Effective Schools Grants.

4. The Department of Education agrees to assist the school districts in applying for and securing Math and Science grants.

5. The Department of Education agrees to assist the school districts in applying for and securing Classroom Management Grants.

6. The Department of Education agrees to assist the school district in applying for and securing an Alternative School Grant to develop an alternative school which could be used by all districts within the county.

7. The Department of Education agrees to assist the school districts in applying for and securing a Middle Level School Grant upon the condition that the Department receives the grant funds for which it has applied.

G. MONITORING

The Arkansas Department of Education agrees to provide equity monitoring in compliance with Standard 15 of the Arkansas

Educational Standards in order to determine if the districts are providing a quality, desegregated education to all of their students.

Each defendant, school district shall appoint to its equity committee and retain one member of the Garland County Chapter of the NAACP. The representative so appointed shall be provided a copy of the school district's annual review by the equity committee, including any and all supporting data.

H. PARTICIPATION IN CONSORTIUM

The Arkansas Department of Education agrees to send a designated representative to at least one (1) meeting annually of the Garland County Education Consortium. It is specifically understood that at that time enrollment, attendance, and black/white ratios in the schools of Garland County will be discussed with the understanding that all parties hereto will be working to achieve a quality education in each school district and to prevent a depreciation in the quality of education in school districts in which there is an unequal racial balance.

I.

The Arkansas Department of Education agrees that the Garland County Schools shall have the highest priority in those programs identified in paragraphs A, B, C, D, E, F, G, and H of this Agreement.

V.

Attorney Fees

The Districts and the State Defendants agree to pay the total sum of \$30,000.00 as attorneys fees and expenses to counsel for Davis. Such sums will be due and payable within ten (10) days of final Court approval of this Agreement. Of that sum, the State of Arkansas shall contribute 50% with the balance being paid by the respective school district in proportion to their respective average daily memberships for the 1990-91 school year.

VI.

Release and Dismissal

Within ten (10) days of final Court approval of this Agreement, each party shall deliver to the other a release in the form set forth as Exhibit "A" to this Agreement.

The parties condition this settlement upon their dismissal from this litigation with prejudice in accordance with the terms of Exhibit "A". The parties pledge to diligently pursue acceptance of the settlement by the Court.

VII.

Class Certification

The settlement is contingent upon a final determination that the settlement is binding upon the classes of all current, past and future black students, their parents and next friends in Garland County. As part of this settlement, the parties will stipulate that the Davis plaintiffs are proper class representatives under, and otherwise meet the requirements of

Rule 23(A) and (b)2 of the Federal Rules of Civil Procedure, and will support their certification.

VIII.

Agreement Regarding Litigation

The Davis plaintiffs release the Districts and the State of all liability for issues which have been raised in this litigation and commit that there will be no further litigation among or between plaintiffs, the State and any of the Districts, other than proceedings to enforce the terms of this settlement as finally approved by the court.

IX.

It is the intent of this Agreement that the parties hereto act promptly and expeditiously in implementing the terms of this settlement. It is agreed that the Garland County Education Consortium will be immediately organized and will conduct an organizational meeting no later than forty-five (45) days from the date of final approval by the Court of this comprehensive settlement agreement. The State Board of Education and the Arkansas Department of Education agree to have their part of this comprehensive settlement agreement in effect, or substantially in effect, prior to the commencement of the 1991 fall school term.

IX.

Execution

The Garland County school desegregation case comprehensive settlement agreement is executed this _____ day of _____, 1991.

WITNESSED AND APPROVED:
Hurst Law Offices
201 Woodbine
Hot Springs, Arkansas 71901

By: [Signature]
Q. Byron Hurst, Jr.
Its Attorney

HOT SPRINGS, ARKANSAS BRANCH
OF THE NAACP:

By: [Signature]
Its President

EXECUTED this _____ day of _____, 1991 by:

WITNESSED AND APPROVED:
Evans, Farrar, Reis & Love
600 West Grand, Suite 201
Hot Springs, Arkansas 71901

By: [Signature]
Bryan J. Reis
One of its Attorneys

HOT SPRINGS SCHOOL DISTRICT

By: [Signature]
President, Board of Directors

EXECUTED this 11th day of September, 1991 by

WITNESSED AND APPROVED:
Wood, Smith, Schnipper & Clay
123 Market Street
Hot Springs, Arkansas 71901

By: [Signature]
Don Schnipper
One of its Attorneys

LAKESIDE SCHOOL DISTRICT

By: [Signature]
President, Board of Directors

EXECUTED this 16th day of October, 1991 by:

WITNESSED AND APPROVED:
Hargraves & McCrary, P.A.
P. O. Box 519
Hot Springs, Arkansas 71902

MOUNTAIN PINE SCHOOL DISTRICT
By: Ronald Owens
President, Board of Directors

By: Robert Hargraves
One of its Attorneys

EXECUTED this 16th day of October, 1991 by:

WITNESSED AND APPROVED:
Laser, Sharp, Mayes, Wilson
Bufford & Watts, P.A.
One Spring Street, Suite 300
Little Rock, Arkansas 72201

CUTTER MORNING STAR SCHOOL
DISTRICT
By: William Spilley
President, Board of Directors

By: Dan Bufford
One of its Attorneys

EXECUTED this 16th day of October, 1991 by:

WITNESSED AND APPROVED:
McMillan, Turner & McCorkle
929 Main Street
P. O. Box 607
Arkadelphia, Arkansas 71923

JESSIEVILLE SCHOOL DISTRICT
By: Hell Meredith
President, Board of Directors

By: Ed McCorkle
One of its Attorneys

EXECUTED this 16th day of October, 1991 by:

WITNESSED AND APPROVED:
Smith, Stroud, McClerkin,
Dunn & Nutter
Suite #6, State Line Plaza
Texarkana, Arkansas 75502

FOUNTAIN LAKE SCHOOL DISTRICT

By: B. H. [Signature]
President, Board of Directors

By: Hayes McClerkin by Carol Dalby
Hayes McClerkin
One of its Attorneys

EXECUTED this 16th of October, 1991 by:

WITNESSED AND APPROVED:
Wright, Lindsey & Jennings
2200 Worthen Bank Building
Little Rock, Arkansas 72201

LAKE HAMILTON SCHOOL DISTRICT

By: A. [Signature]
President, Board of Directors

By: M. Samuel Jones, III
M. Samuel Jones, III
One of its Attorneys

EXECUTED this _____ day of _____, 1991 by:

WITNESSED AND APPROVED:

THE DAVIS PLAINTIFFS

By: _____
Hot Springs Class Representative

By: _____
Lakeside Class Representative

By: _____
Mountain Pine Class
Representative

By: _____
Cutter Morning Star Class
Representative

By: _____
Jessieville Class Representative

By: _____
Fountain Lake Class
Representative

By: _____
Lake Hamilton Class
Representative

EXECUTED this 23rd day of September, 1991 by:

WITNESSED AND APPROVED:
Ray Owen, Jr.
Attorney at Law
1234 Central Avenue
Suite 20
Hot Springs, Arkansas 71901

GARLAND COUNTY BOARD OF EDUCATION
By: Van Smith
Its President

By: [Signature]
Ray Owen, Jr.
Its Attorney

ARKANSAS STATE BOARD OF EDUCATION

By: Nancy M. Wood
Chairman, Board of Directors

By: Sharon Streett
Sharon Streett
One of its Attorneys

