IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

LITTLE ROCK SCHOOL DISTRICT	PLAINTIFF
v.	
PULASKI COUNTY SPECIAL SCHOOOL DISTRICT, ET AL.	DEFENDANT
MRS. LORENE JOSHUA, ET AL.	INTERVENORS
KATHERINW WRIGHT KNIGHT, ET AL.	INTERVENORS

JOSHUA INTERVENORS RESPONSE TO THE ADE'S MOTION FOR ITS RELEASE FROM THE 1989 SETTLEMENT AGREEMENT

Joshua opposes the Motion! Joshua also joins in and concurs with the LRSD Motion to Dismiss and Memorandum Brief in Support for the ADE's failure to state a claim for relief to be granted.

Joshua replies to the Motion, assertions and contentions as follows:

1. With respect to allegations 1 through 8, Joshua submits that there are remaining vestiges of unlawful discrimination in each of the three school districts.

2. Although LRSD and NLRSD have been court declared as unitary, those districts have continuing obligations under the Settlement Agreement which have not been met.

3. Joshua submits that any "major" changes in the delivery of education by the ADE have not worked, nor were they intended to work, to improve the relative quality of the delivery of education for African American children in the public schools of Arkansas.

4. The changes referred to in paragraph 10 address "students" (Section A); "schools"

(Section B); "students' mastery" (Section C); "students who score below grade level" (Section D); and "all students" (Section G). The State has not focused or targeted its educational initiatives for the intended beneficiaries of the Settlement Agreement.

5. The vestiges of segregation have not been eliminated to the extent practicable. Indeed, the State has intervened in the operation of the PCSSD so as to disrupt and frustrate achievement of the desegregation goals of the settlement.

6. The State has only paid money under the 1989 Settlement Agreement to the three Districts. It has otherwise and has otherwise taken no action to ensure that the relative progress of African American students in comparison to white students in these districts is materially diminished.

7. There is no documentation to establish that the Settlement Agreement was limited to a specific sum of money as represented by the State in paragraph 14. Whatever amounts the State has paid is due, in great part, to the dereliction of the state itself and its failure to assist the parties in meeting their obligations and commitments and its failure to promote good faith compliance with the Settlement Agreement.

8. Because the ADE has not provided material assistance of substantive value to any of the districts in meeting their obligations as set forth in the Allen letter and has otherwise been content in simply paying money to the districts without real accountability, the State is complicit with the districts for failure to more promptly meet the goals of the Settlement Agreement. Therefore, the reasons submitted by the State for release do not justify that relief.

WHEREFORE, the Joshua Intervenors respectfully request that the court deny the ADE's Motion for Release from the 1989 Settlement Agreement.

Respectfully submitted,

/s/ John W. Walker

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CERTIFICATE OF SERVICE

I do hereby state a copy of the foregoing Opposition has been filed utilizing the Am/ECF system wherein a copy will be automatically served on all counsel of the record on this 3rd day of May, 2011.

/s/ John W. Walker

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