

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

**LATASHA COVINGTON; AUXZAVIAN LOVE; AMORYEA LOVE; SONYA LAMPKIN; JAYLEN LAMPKIN; IDA PETTUS; LAZAREOUS PETTUS; CHRISTY WINFREY; CHASE WINFREY; and CHRISTIAN WINFREY** **PLAINTIFFS**

v. **No. 4:15-cv-623-DPM**

**JOHNNY KEY, In His Official Capacity as Commissioner of Education and the LRSD School Board, and MICHAEL POORE, In His Official Capacity as Superintendent of the Little Rock School District** **DEFENDANTS**

**FULL AND FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS**

**This FULL AND FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS (“Agreement”)** is made, entered into and delivered by Plaintiffs (as defined below) to and in favor of the Released Parties (as defined below) as of the Effective Date (as defined below).

**Definitions and Statement of Purpose**

As used in this Agreement, the following terms have the meaning set forth below:

“Plaintiffs” means Latasha Covington, Auxzavian Love, Amoryea Love, Sonya Lampkin, Jaylen Lampkin, Ida Pettus, Lazareous Pettus, Christy Winfrey, Chase Winfrey, and Christian Winfrey.

“LRSD” means the Little Rock School District.

“Key” means Arkansas Commissioner of Education, Johnny Key, in his official capacity as the official who exercises the authority of the Board of Directors of LRSD.

“Poore” means Michael Poore in his official capacity as Superintendent of LRSD.

“Effective Date” means the date the last Plaintiff signs this Agreement.

“Released Parties” means Poore, LRSD, and Key, as well as their past, present and future officers, directors, employees, agents, servants, representatives, attorneys, affiliates, insurers, predecessors, successors, subrogees and assigns.

“Releasers” means Plaintiffs, Plaintiffs’ past, present and future agents, representatives, attorneys, insurers, and assigns, as well as Plaintiffs’ successors, heirs and executors and all others acting by, through or in concert with any of the foregoing.

“Settlement Payment” means the sum of \$100,000 for attorney fees and costs to be paid by LRSD on behalf of the Released Parties..

“Suit” means all claims which were asserted in the lawsuit filed by or on behalf of Plaintiffs against Poore, LRSD, and Key in the United States District Court for the Eastern District of Arkansas, styled as *Covington, et al. v. Key, et al.*, with Case No. 4:15-CV-623-DPM, in which Plaintiffs have made claims based on allegations of race discrimination.

Through this Agreement, and in consideration of the Settlement Payment made to Plaintiffs and the mutual promises set forth in this Agreement, Plaintiffs intend to and do fully and finally resolve and release any and all actual and potential claims of any kind whatsoever against the Released Parties arising from or associated with the claims which were made or which could have been made in the Suit.

**1. CONSIDERATION.** For and in consideration of the covenants, promises, and releases set forth in this Agreement, and for and in consideration of the total payment of \$100,000 for attorney fees and costs to be paid by LRSD on behalf of the Released Parties to Plaintiffs, the receipt and sufficiency of which Plaintiffs hereby acknowledge, the Parties agree as set out below.

**2. LRSD COMMITMENTS**

- A. LRSD will explore and implement ways to increase access to and information about Advanced Placement classes, including the use of technology to facilitate distance-virtual learning. The high school schedules will be better aligned (all campuses will be on a form of a block schedule) this year than they have been in the past which will make it easier to share classes across campuses. Variances of time are still possible between campuses. The Southwest High School will offer a variety of Career Technical Education, Pre-AP, and AP courses that will be greatly expanded from current offerings at Fair and McClellan;
- B. LRSD will form new high school attendance zones, based on a written, race-neutral rationale. The new attendance zones should be promulgated no later than Fall 2020;
- C. The Southwest High School project is underway. At present, the planned opening date of the school is the beginning of the 2020-21 school year. The

planned capacity is 2,250. Planning is underway to identify the construction necessary at the McClellan High School site to provide a high quality replacement for Cloverdale Middle School. LRSD will implement a moratorium on new construction projects, including school expansions, until the Southwest High School project is completed and Cloverdale is replaced, except as necessary to replace or repair existing buildings which have been damaged or destroyed. This exception does not include buildings intentionally damaged or destroyed by LRSD;

- D. LRSD will engage in a social media campaign (including, but not limited to, Twitter, Facebook and Instagram) to raise awareness about the benefits of gifted and talented programs, pre-AP/AP classes and Forest Heights STEM Academy. LRSD will conspicuously display the information about the aforementioned benefits on its website (preferably accessible from its home page);

Information about the aforementioned benefits will be provided to LRSD families in hard copy form at least annually. Information about the benefits of gifted and talented programs, pre-AP/AP classes and Forest Heights STEM Academy will be disseminated to students beginning no later than the second grade;

There will be scheduled meetings (town halls, special PTA meetings, etc.) that discuss gifted and talented programs, pre-AP/AP classes and the Forest Heights STEM Academy, why they are important and how students benefit from these programs. These meetings should be scheduled during a time when the most parents can attend and will occur at least annually;

The district will disseminate information about the aforementioned programs to students from demographics underrepresented in the aforementioned programs;

- E. LRSD will implement procedures designed to ensure that no functioning bathroom in any LRSD building will go more than twenty-four hours without a functioning soap dispenser with soap in it. Procedures may be established by the district or each school individually, but in either case the procedures will set out the steps that should be taken once a soap dispenser is found to be dysfunctional or empty.
- F. LRSD will assess and repair as necessary the window air conditioning units at Cloverdale Middle School no later than Fall 2018. Window units with missing or damaged gaskets such as those shown in Exhibits 1, 2, 3, and 4 will have the gaskets repaired or replaced.
- G. LRSD will replace any inadequate lights with new improved lights at Cloverdale, Henderson and McClellan. LRSD will make a good faith

determination as to which areas of these three schools are in need of improved lighting, but agrees that lighting must be improved: 1) at Cloverdale, in the outdoor corridors between the gymnasium and classroom 4&5 as well as the corridors between classrooms 8, 9 & 10A/10B; 2) at Henderson, where additional lighting fixtures or a change of fixtures and lamps are necessary in the corridors in the north classroom wing (photo Henderson 10).;

- H. LRSD will work with the Cloverdale principal to provide appropriate storage space for student books and backpacks.
- I. LRSD will work with the Cloverdale principal to provide appropriate storage space in Cloverdale classrooms in accordance with Arkansas Department of Education standards, except when doing so would conflict with other ADE standards. LRSD will place drying racks in the art room at Cloverdale.
- J. LRSD will replace the ceiling tiles that are in poor condition at Cloverdale, Henderson and McClellan to the extent that it has not already been done so;
- K. LRSD will replace the doors leading into the corridor from classrooms 40 through 47 at Henderson Middle School as well the doors leading into the corridors of the north wing of classrooms from the main corridor with appropriate fire safety doors. (photo Henderson-79 as an example);
- L. LRSD will replace non-ADA compliant handrails at Henderson Middle School. The handrails are located on stairs leading to the exterior outside of classroom 3 and classroom 9 (photo Henderson-12);
- M. LRSD will replace the torn insulation and remove graffiti from McClellan's auditorium;
- N. LRSD will promptly establish a review team to consist of school and district personnel to identify and address any need for improved classroom furnishings at Cloverdale, Henderson and McClellan. LRSD will also improve classroom furnishings as the committee determines is needed;
- O. LRSD will document incidents which involve School Resource Officers or school based security officers and result in the arrest of students on school property. Such documentation is to include the race of the student(s). LRSD will also prepare annually a report which shows the racial and gender demographics by school of students arrested in such incidents.
- P. LRSD will allow Chase Winfrey to attend either Pinnacle View Middle School or Forest Heights STEM Academy at the beginning of the second semester of the 2017-18 school year;

- Q. LRSD will provide knowledgeable and skilled professionals to discuss with Ms. Christy Winfrey the appropriate services and the appropriate placement for her son Christian Winfrey;
- R. LRSD will allow Auxzavion Love to attend either Pinnacle View Middle School or Forest Heights STEM Academy at the beginning of the second semester of the 2017-18 school year;
- S. LRSD will allow Amoryea Love to attend either Central High School or Parkview High School at the beginning of the second semester of the 2017-18 school year;
- T. LRSD will not remove Jaylen Lampkin from Parkview Arts/Science Magnet High School except in accordance with adopted standards.

3. **RELEASE.**

- a. Plaintiffs hereby release, acquit and forever discharge Released Parties of and from any and all liability, rights, claims, demands, including but not limited to damages, costs, medical costs, expenses, actions, causes of action, suits of liability, and controversies of any and every kind and description whatsoever, whether at law or equity, under statute, in contract, or in tort, suspected or unsuspected, known or unknown, without exception or reservation, now existing or which may accrue later, including any and all claims asserted or which could have been asserted in the Suit, on account of and in any manner arising out of or related to the allegations made in the Suit.
- b. Plaintiffs understand and agree that, by execution of this Agreement, Plaintiffs intend to release, and do release, any and all claims whatsoever that Plaintiffs now have or that may accrue in the future on account of or in any way growing out of any claims which were or could have been raised in the Suit.

4. **DISMISSAL OF SUIT/COVENANT NOT TO SUE.** Plaintiffs shall deliver or cause to be delivered to Poore and Key and filed with the Court in the Suit an agreed upon order dismissing the Suit with prejudice, and shall further deliver or cause to be delivered to Poore and Key such other pleadings or documents, if any, reasonably requested by Poore and Key and necessary to effectuate the dismissal with prejudice of the Suit.

5. **COSTS.** Plaintiffs agree that, with the exception of the payment described in Section 1, Plaintiffs will bear and be responsible for their own attorney's fees, costs and expenses arising from or related in any way to the Suit or this Agreement.

6. **NO ADMISSION OF LIABILITY.** Plaintiffs understand and hereby agree that this Agreement is a compromise of disputed claims, and that entry into this Agreement,

the terms of this Agreement, any documents executed and delivered incident to this Agreement, and any actions taken in furtherance of this Agreement do not constitute and will not be deemed or construed as an admission of liability or wrongdoing by LRSD, Poore, Key, or any of the Released Parties.

7. **USE OF AGREEMENT.** Plaintiffs understand and agree that this Agreement is not admissible, and may not be used as evidence, or in any other manner, in any court or dispute resolution proceeding regarding any claims between Plaintiffs and any of the Released Parties, other than as necessary to enforce this Agreement.

8. **EXPRESS DISCLAIMER OF RELIANCE.** Plaintiffs expressly disclaim any reliance of any kind or nature, whether in discovery or otherwise, on statements, actions or omissions of any kind made or allegedly made by LRSD, Poore, Key, or their attorneys and agents, regarding the facts of this case, any other facts pertinent to this Agreement or the subjects therein, or the contents and legal consequences of this Agreement.

9. **REVIEW AND UNDERSTANDING OF AGREEMENT.** Plaintiffs represent and warrant that they have had the opportunity to obtain and receive independent legal advice from attorneys of their choosing with respect to the legal effect of this Agreement, and further represent and warrant that they have carefully reviewed this entire Agreement and that they understand the meaning and consequences.

10. **COMPLETE AGREEMENT.** Plaintiffs understand and agree that this Agreement constitutes the entire agreement concerning the subject matter herein, that no promise, agreement or inducement not herein expressed has been made to Plaintiffs, and that this Agreement supersedes and replaces all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of Plaintiffs as to the subject matter of this Agreement. All terms and provisions of this Agreement, including the Definitions and Statement of Purpose, are contractual and not a mere recital.

11. **SEVERABILITY.** Plaintiffs understand and agree that, if any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of this Agreement will be deemed to be severed and deleted from this Agreement, but this Agreement in all other respects will remain unmodified and continue in full force and effect; provided, however, that this provision does not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable.

12. **INTERPRETATION AND CONSTRUCTION.** Plaintiffs represent and agree they have had the opportunity to fully and equally participate in the preparation, negotiation, review and approval of this Agreement. Plaintiffs, therefore, agree that the terms of this Agreement will not be interpreted against or in favor of Plaintiff.

13. **CHOICE OF LAW.** Plaintiffs agree that the laws of the State of Arkansas, without regard to the internal law of Arkansas concerning conflicts of law, govern,

control and apply to this Agreement and all matters or claims arising out of or relating to this Agreement.

**14. EXECUTION IN COUNTERPARTS AND ELECTRONICALLY.** This Agreement may be executed in one or more counterparts and transmitted electronically, all of which together will constitute one instrument and all of which will be considered duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

[SIGNATURE PAGE FOLLOWS]