

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

LITTLE ROCK SCHOOL DISTRICT

PLAINTIFF

VS.

NO. 4:82CV 00866 DPM

**PULASKI COUNTY SPECIAL SCHOOL
DISTRICT NO. 1, et al.**

DEFENDANTS

LORENE JOSHUA, et al.

INTERVENORS

KATHERINE KNIGHT, et al.

INTERVENORS

**NORTH LITTLE ROCK SCHOOL DISTRICT'S RESPONSE
TO STATE'S MOTION FOR RELEASE FROM 1989 SETTLEMENT AGREEMENT
AND ALTERNATIVE MOTION FOR RELEASE
FROM CERTAIN OBLIGATIONS UNDER THE 1989 SETTLEMENT AGREEMENT**

Comes now Separate Defendant North Little Rock School District ("NLRSD" or the "District") (NLRSD, Little Rock School District or "LRSD," and the Pulaski County Special School District or "PCSSD," will be collectively referenced herein as the "Districts") by and through its counsel, Jack Nelson Jones and Bryant, P.A., and for its Response to the State's Motion for Release from 1989 Settlement Agreement and Alternative Motion for Release from Certain Obligations Under the 1989 Settlement Agreement, states as follows:

1. NLRSD requests that the Court deny the request to change the State's obligations under the 1989 Settlement Agreement and adopts the reasoning of LRSD regarding this request.
2. Even if the Court finds that the State's obligations under the 1989 Settlement Agreement should be changed, funding should be phased out, not terminated immediately, in order to maintain fiscally sound schools and to avoid disruption of the affected students' education.

3. Even if the Court finds that the State's obligations under the 1989 Settlement Agreement should be changed, student transfers should be phased out, not terminated immediately, in order to fulfill promises to students and to allow schools to plan for student movement.
4. If State's obligations under the 1989 Settlement Agreement are terminated or phased out, the District moves that its obligations to participate in interdistrict transfers be terminated or phased out accordingly.
5. Even if the Court finds that the State's obligations under the 1989 Settlement Agreement should be changed, the State's obligations to fund teacher retirement and health insurance for the Districts should continue in the current manner.

CONCLUSION

For these reasons, NLRSD urges the Court to deny the State's motion for release from its obligations under the 1989 Settlement Agreement or to determine that a phase out is the appropriate manner for the termination of the State's obligations under the 1989 Settlement Agreement. Furthermore, NLRSD requests that Teacher retirement and health insurance payments pursuant to the separate settlement agreement continue in the current manner.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Stephen W. Jones, attorney for Separate Defendant North Little Rock School District, certify I electronically filed the foregoing with the Clerk of the court using the ECF system which sent notification of such filing to the following:

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