

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Eric Mackey, in his official capacity as Alabama State Superintendent of Education¹ including his role in regard to the intervention into the Montgomery Public Schools (“Superintendent”), Gordon Stone as Mayor of the Town of Pike Road (“Mayor Stone”) (collectively “defendant-appellants”) and the Alabama Education Association (“AEA”) along with the individual plaintiffs in the litigation formerly known as *Relf v. Richardson* (collectively with AEA, “plaintiffs-appellees”) with defendants-appellants and plaintiff-appellees collectively referred to as (the “Parties”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to avoid further dispute, the Parties agree as follows:

1. Defendant-Appellants will:

- a. Not privatize or outsource any school support services, nor engage in any reduction in force pursuant to State intervention authority, in the Montgomery Public Schools (“MPS”) prior to or effective during the 2018-19 school year,
- b. Allow Chisholm Elementary School to remain open for the 2018-2019 school year and the four subsequent school years;
- c. Comply with and enforce the promises made in the most recent May 11, 2018 sales contract for Georgia Washington Middle School with regard to paragraphs 11(c), 11(d) and 11 (e) as it relates to honoring the name and legacy of Georgia Washington and her burial plot. MPS will designate the persons to work collaboratively with the Town of Pike Road, in accordance with the sales contract, to draft language for a memorial mural or some other medium of art that will be placed inside the school. MPS will continue to work with the Historical Commission on the historic marker that will be placed in front of or adjacent to the school commemorating Georgia Washington Middle School and the burial plot of Ms. Georgia Washington. The name of the school will contain the name “Georgia Washington” so long as Pike Road owns the property and

¹ Dr. Mackey became State Superintendent of Education on May 14, 2018, replacing Ed Richardson, becoming the proper official capacity defendant-appellant in the subject litigation.



operates it as a school. In addition, Pike Road will forthwith set aside at least one acre of the property, which shall include Ms. Washington's gravesite, as a public park, bearing Ms. Washington's name, which said park will be maintained in perpetuity. In the event, Pike Road should decide to sell the property on which Georgia Washington Middle School is located, Pike Road shall grant to the Montgomery County Board of Education the first right of refusal to purchase Pike Road's interest in the Property at fair market value prior to the property being listed for sale. Pike Road shall give notice to the Montgomery County Board of Education of its intent to sell and the Montgomery County Board of Education shall have 90 days to exercise its right of first refusal and to enter into a binding contract with the Town of Pike Road.

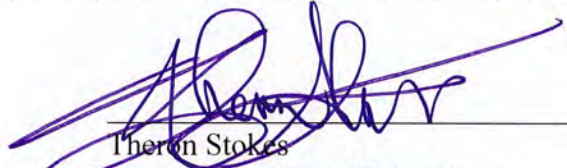
- d. Allow students presently attending Georgia Washington Middle School who satisfactorily complete eighth grade and who are currently zoned to attend Park Crossing High School for the 2018-19 academic year to attend Park Crossing, provided said student(s) reside in an established bus route for Park Crossing. Students currently zoned to attend Park Crossing and not residing in an established bus route for Park Crossing will be allowed to attend Park Crossing beginning the 2018-2019 academic year. However, transportation to and from school for any such student(s) not on any established bus route must be provided by the parent(s) and/or student(s).
 - e. The obligations of the Defendants/Appellants under this Agreement shall be contingent upon the sale of Georgia Washington Middle School and the closing in accordance with the May 11, 2018 Agreement and the filing of the withdrawal of the plaintiffs-appellees' Application for Rehearing with the Alabama Supreme Court on or before May 23, 2018.
 - f. The City of Montgomery will pay up to Three Thousand Dollars (\$3,000) to erect the marker referenced in subparagraph C above.
2. In consideration for the foregoing, plaintiffs-appellees will withdraw their Application for Rehearing with the Alabama Supreme Court.
 3. This Agreement may be enforced only by the Circuit Court of Montgomery County, Alabama and Alabama appellate courts.
 4. Each party to this Agreement represents that she or he executes the Agreement after ample, full, and mature deliberation, with full authority to do so, and after having read


the Agreement and obtained advice of counsel, and that she or he executes the Agreement voluntarily and being fully aware of its contents, effect, and importance.

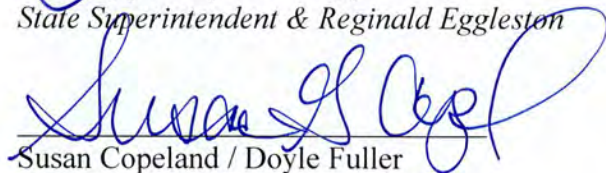
5. Should any provision of this Agreement require interpretation or construction, it is agreed that the entity interpreting or construing it shall not construe the provisions of the Agreement more strictly against any party who prepared the Agreement, it being agreed that the Parties are represented by counsel and have fully participated in the negotiation and preparation of all provisions of this Agreement.
6. This Agreement is governed by the laws of the State of Alabama.
7. No provision of this Agreement may be modified, amended, or revoked, except in a writing signed by the Parties that explicitly identifies this Agreement.
8. This Agreement supersedes, terminates and replaces any and all previous or contemporaneous written or oral communications or agreements that interfere with performing the matters covered by this Agreement.


This Agreement shall be executed in quadruplicate, with each party retaining an original.

Done this 23rd day of May, 2018.


Theron Stokes
Attorney for Plaintiff-Appellees


James R. Seale
*Attorney for Defendant-Appellants
State Superintendent & Reginald Eggleston*


Susan Copeland / Doyle Fuller
*Attorney for Defendant-Appellant
Gordon Stone*


Robert E. Poundstone, IV
*Attorney for Intervenor
City of Montgomery*