

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

JOHN F. KNIGHT, JR., et al.,)

Plaintiffs,)

THE STATE OF ALABAMA, et al.,)

Defendants,)

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

STATE OF ALABAMA, et al.,)

Defendants.)

CIVIL ACTION NO.

83-M-1 676-S

SETTLEMENT AGREEMENT BETWEEN
ALABAMA STATE UNIVERSITY AND
AUBURN UNIVERSITY AT MONTGOMERY

This Agreement is entered into on this ____ day of December, 2006 by and between Alabama State University and its Board of Trustees (collectively, "ASU") and Auburn University at Montgomery ("AUM") to memorialize their agreements, in full and final resolution of all claims which have been or could have been asserted by ASU regarding AUM as it relates to the case styled John F. Knight, et al. v. State of Alabama, et al., Civil Action No. 83-M-1676-S in the United States District Court for the Northern District of Alabama. In consideration of their mutual promises as set forth herein, it is agreed and understood that:

1. The cross-enrollment agreement between ASU and AUM that went into effect the Fall semester of 1993 will terminate effective with the end of the Spring 2007 semester. No applications for cross-enrollment will be honored after the Spring 2007 registration deadline.

2. Any required efforts to develop joint programs or student exchange agreements will be discontinued effective with the date this Agreement is approved by the Court. ASU and AUM are free thereafter to consider or enter into such agreements if they choose to do so voluntarily.

3. ASU hereby agrees to pay AUM the sum of \$330,000 in full satisfaction of all claims for payments due under the cross-enrollment agreement that went into effect the Fall semester of 1993 including claims for payment that may arise from now through the termination of the cross-enrollment program. This money will be paid in two installments. The first installment, in the amount of \$200,000, will be paid within ninety days after the date of the Court's approval of this agreement. The second installment, in the amount of \$130,000, will be paid by October 31, 2007.

4(a). Effective with the start of the Spring 2007 semester, the cooperative doctoral program in Educational Leadership between Auburn University and Auburn University at Montgomery will be terminated, except for the students and activities described in paragraph 4(b). After the date of Court approval of this Agreement, and for a period of five years from the date of Court approval of this Agreement, no doctoral courses in Educational Leadership will be offered at AUM and no students seeking a doctorate in Educational Leadership will be able to satisfy any requirement of that degree at AUM., except for the students and activities described in paragraph 4(b).

(b) The only exception to the prohibition described in paragraph 4(a) shall be for students currently enrolled in the AU-AUM cooperative doctoral program in Educational Leadership. These students, represented by AUM to be approximately 10 in number, shall be allowed to (i) continue their coursework in that program at AUM through the end of the 2006-07 academic year and to (ii) complete the program by writing their dissertations under the direction of an AUM faculty member as their major professor.

(c) The prohibitions in paragraph 4(a) shall not preclude Auburn University from accepting transfer credit earned by students at AUM while enrolled at

AUM in a degree or certification program to the same extent and on the same terms it would accept transfer credit from any other institution. The prohibitions in paragraph 4(a) shall also not preclude any Auburn University student from enrolling and taking courses at AUM as a transient student; provided, however, that any Auburn University student enrolled in Auburn's doctoral program in Educational Leadership and any AUM student currently enrolled in the AU-AUM cooperative doctoral program shall be allowed to apply no more than six (6) hours taken as a transient student at AUM in academic year 2007-08 or thereafter to the student's Auburn University degree requirements, and none of those hours shall be in doctoral level courses.

(d) For a period of five years following the date of Court approval of this Agreement, neither AU nor AUM shall re-institute the AU-AUM cooperative doctoral program in Educational Leadership, nor institute any other doctoral program operating wholly or partly in Montgomery which would directly compete with or duplicate ASU's doctoral program in Educational Leadership.

5(a). Except to the extent set forth in the preceding Paragraph 4, AUM will not be restricted or limited in the right to seek ACHE approval to institute or reinstitute any degree program.

(b) All applicable ACHE rules and regulations will apply to any request by ASU or AUM to institute or reinstitute any program.

6. The term of this Agreement shall be five years from the date of the Court's approval of this Agreement. This Agreement shall be binding upon the successors and assigns of the parties and shall inure to their benefit.

7. After the date of Court approval of this Agreement, AUM will not publish or disseminate any materials that represent AUM as participating in any AU-AUM cooperative doctoral program in Educational Leadership, but AUM shall not be required to modify or recall any such materials in existence on said date.

8. Each party will bear its own expenses (including attorneys' fees).

9. Both parties agree that if any dispute arises over the operation or construction of this Agreement, they will try to resolve such dispute informally or by mediation. If this fails, either party may seek enforcement of this Agreement by this Court, and each party expressly agrees to submit to the jurisdiction of this court for the purpose of enforcing or construing this Agreement. In any such proceeding, this Court may grant whatever relief is appropriate.

10. Except to the extent set forth in this Agreement, all terms, restrictions, and provisions applicable to the relationship between ASU and AUM embodied in the Remedial Decree entered on December 30, 1991, and the Remedial Decree entered on August 1, 1995 are superseded by this Agreement.


In Witness Whereby, the parties have set forth their hands and seals by their duly authorized representatives on this 1st day of December, 2006.

For ASU:



Dr. Joe A. Lee, President
Alabama State University

For AUM:



Dr. Edward R. Richardson, President
Auburn University