

**IN THE
UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

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

Plaintiffs,)

v.)

THE STATE OF ALABAMA, et al.,)

Defendants,)

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

THE STATE OF ALABAMA, et al.,)

Defendants.)

CIVIL ACTION NO.

83-M-1676-S

**JOINT MOTION FOR APPROVAL OF SETTLEMENT
AGREEMENT BETWEEN
ALABAMA STATE UNIVERSITY AND TROY-MONTGOMERY**

Defendants Alabama State University (“ASU”) and Troy
University-Montgomery campus (“Troy-Montgomery”) show to the

Court that they have resolved the issues between them in this action by the terms set out in the Settlement Agreement attached to this joint motion.

WHEREFORE, defendants ASU and Troy-Montgomery jointly pray that the Court will enter Orders as follows:

A. Setting a deadline for other parties in this action to file objections, if any, to the attached proposed Settlement Agreement; and

B. Following that deadline and after such proceedings, if any, that the Court deems appropriate to consider any objection that may be filed, (i) finally approving the attached proposed Settlement Agreement, (ii) finding that the Settlement Agreement is fair, adequate and reasonable in all respects, and (iii) dismissing on the merits and with prejudice all claims by ASU against Troy-Montgomery.

This 1st day of December, 2006.

<p><u>/s/ Armand G. Derfner</u> Armand G Derfner Derfner, Altman & Wilborn LLC Post Office Box 600 Charleston, SC 29402-0600 843-723-9804 Fax: 843-723-7446 Email: aderfner@dawlegal.com</p> <p><u>/s/ Kenneth L. Thomas</u> Kenneth L. Thomas</p> <p><u>/s/Ramadanah M. Salaam-Jones</u> Ramadanah M. Salaam-Jones Thomas, Means, Gills & Seay P. O. Box 5058 Montgomery, Alabama 36103 334-270-1033 Fax: 334-260-9396 Email: klthomas@tmgslaw.com rsjones@tmgslaw.com</p> <p>Attorneys for Alabama State University</p>	<p><u>/s/ William F. Gardner</u> ASB-3314-N52W</p> <p><u>/s/ William K. Thomas</u> ASB-7821-T67W Cabaniss, Johnston, Gardner, Dumas & O'Neal, LLP 2001 Park Place North, Ste 700 Birmingham, Alabama 35203 205-716-5200 Fax: 205-716-5389 E-mail: wfg@cabaniss.com wkt@cabaniss.com</p> <p>Attorneys for Troy University</p>
---	--

CERTIFICATE OF SERVICE

I hereby certify that the above JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT BETWEEN ALABAMA STATE UNIVERSITY AND TROY-MONTGOMERY has been filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to other counsel.

/s/ William K. Thomas

**IN THE
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

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

Plaintiffs,)

v.)

THE STATE OF ALABAMA, et al.,)

Defendants,)

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

THE STATE OF ALABAMA, et al.,)

Defendants.)

CIVIL ACTION NO.

83-M-1676-S

**MEDIATION AGREEMENT BETWEEN
ALABAMA STATE UNIVERSITY AND
TROY UNIVERSITY FOR ITS MONTGOMERY CAMPUS**

This Agreement is entered into on this 1st day of
December, 2006 by and between Alabama State University (ASU)

and Troy University for its Montgomery Campus (Troy-Montgomery) to memorialize their agreements, reached through mediation conducted by the Court's Special Master Carlos A. Gonzalez, in full and final resolution of all claims which have been or could have been asserted by ASU regarding Troy-Montgomery 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 Troy-Montgomery entered into in November 1996 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. All required efforts to develop joint graduate degree programs and a faculty exchange agreement will be discontinued effective with the date this Agreement is signed.

3. Troy-Montgomery hereby waives and relinquishes any and all claims for monetary reimbursement from ASU pursuant to the cross-enrollment agreement.

4. Effective with the start of the Spring 2007 semester, all graduate Accounting courses offered by Troy University in the Montgomery area will be offered only at the Maxwell/Gunter Air Force Base and not elsewhere in the Montgomery area. Troy-Montgomery will limit non-military related students as defined in Attachment C to the Consent Decree entered into by the United States and Troy University (copy attached) in the MBA Accounting Option Degree Program to no more than 33% of all students enrolled in the program.

5. The following agreements are made regarding the 23 degree programs which were given up by Troy-Montgomery

pursuant to the Consent Decree entered into by the United States and Troy University approved on October 19, 1990:

(a) For a period of five years from the date of the Court's approval of this Mediation Agreement, Troy-Montgomery will not seek ACHE approval to reinstitute at Troy-Montgomery the following programs:

	<u>CIP</u>	<u>PROGRAM TITLE</u>	<u>DEGREE LEVEL</u>
1.	13.0404	Educational, Instructional, and Curriculum Supervision	MS
2.	13.0401	Educational Leadership and Administration, General	MS
3.	13.0404	Educational, Instructional, and Curriculum Supervision	Ed.S.
4.	13.0101	Education, General	Ed.S.
5.	13.0408	Elementary and Middle School Administration/Principalship	MS
6.	13.0409	Secondary School Administration/Principalship	MS
7.	13.0401	Educational Leadership and Administration, General	MS
8.	13.0408	Elementary and Middle School Administration/Principalship	Ed.S.

	<u>CIP</u>	<u>PROGRAM TITLE</u>	<u>DEGREE LEVEL</u>
9.	13.0409	Secondary School Administration/Principalship	Ed.S.
10.	13.1209	Kindergarten/Preschool Education and Teaching	MS (M.Ed.)
11.	13.1210	Early Childhood Education and Teaching	MS (M.Ed.)
12.	13.1209	Kindergarten/Preschool Education and Teaching	Ed.S.
13.	13.1210	Early Childhood Education and Teaching	Ed.S.
14.	13.1305	English/Language Arts Teacher Education	MS (M.Ed.)
15.	13.1205	Secondary Education and Teaching	MS (M.Ed.)
16.	13.1305	English/Language Arts Teacher Education	Ed.S.
17.	13.1311	Mathematics Teacher Education	MS (M.Ed.)
18.	13.1311	Mathematics Teacher Education	Ed.S.
19.	13.1317	Social Science Teacher Education	MS (M.Ed.)
20.	13.1317	Social Science Teacher Education	Ed.S.
21.	13.1328	History Teacher Education	MS (M.Ed.)
22.	13.1328	History Teacher Education	Ed.S.
23.	26.0101	Biology/Biological Sciences, General	BA/BS
24.	45.1101	Sociology	BA/BS

(b) For a period of five years from the date of the Court's approval of this Mediation Agreement, ASU will not seek ACHE approval to institute the following programs:

	<u>CIP</u>	<u>PROGRAM TITLE</u>	<u>DEGREE LEVEL</u>
1.	43.0102	Corrections	BA/BS
2.	43.0103	Criminal Justice/Law Enforcement Administration	MS
3.	43.0199	Corrections and Criminal Justice, Other	BA/BS

(c) Except to the extent set forth in the preceding sub-paragraph Paragraph 5(a), Troy-Montgomery will not be restricted or limited in the right to seek ACHE approval to institute or reinstitute any degree program.

(d) All applicable ACHE rules and regulations will apply to any request by ASU or Troy-Montgomery 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 Mediation Agreement.

Under no circumstances will the term of this Mediation Agreement extend beyond five years from the date of this Mediation Agreement. This Agreement shall be binding upon the successors and assigns of the parties and shall inure to their benefit.

7. Each party will bear its own expenses (including attorneys' fees) relating to the claims asserted by ASU, the mediation of such claims, and this Agreement.

8. The parties to this Agreement agree that litigation regarding enforcement of this Agreement is counterproductive. If there is a claim that either party has not complied with the terms of this Agreement, then the parties agree that resolution of any such allegation should first and foremost be achieved by informal discussions and negotiations between counsel for ASU and counsel for Troy-Montgomery. Counsel shall notify their counterpart of the specific provision(s) of this Agreement that has allegedly not been complied with. Upon receipt of that notice, counsel will within a reasonable time period respond to that

allegation, and if non-compliance is conceded, that party will make reasonable efforts to cure any alleged breach. Counsel for both parties agree to use good faith efforts to resolve legitimate disputes regarding differences of interpretation of the Agreement. If the parties are unable to resolve the matter, they agree to select a mediator acceptable to all the parties to reach a resolution to the issue. Each party will pay for their own fees and expenses associated with any dispute regarding compliance with the terms of this Agreement.

9. Except to the extent set forth in this Agreement, all terms, restrictions, and provisions applicable to the relationship between ASU and Troy-Montgomery embodied in the Consent Decree approved on October 19, 1990, 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} ~~November~~, 2006.

Alabama State University

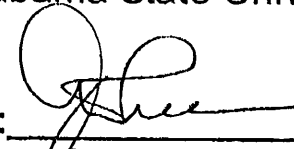
Troy University for its
Montgomery Campus

By: _____

By: William F. Jones
William F. Jones by WFG

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

Alabama State University

By: 
President

Troy University for its
Montgomery Campus

By: _____

ATTACHMENT C
MAXWELL-GUNTER AFB
EDUCATION POLICY



DEPA. ENI UP IRE AM FULLE
HEADQUARTERS 3800TH AIR BASE WING (AW)
MAXWELL AIR FORCE BASE, AL 36112

23 July 1984

Dr. Gene Elrod
Vice President
Troy State University in
Montgomery
Whitley Hall
Montgomery, AL

Dear Dr. Elrod

In order to clear up any misunderstandings, this is the list of categories of military and military-related individuals allowed to attend classes on-base:

- Active duty Air Force personnel.
- Active duty personnel of other military services
- Active duty foreign officers attending programs at Maxwell AFB
- Federal civilian employees
- Members of the Guard
- Members of the Reserve
- Military retirees
- Employees of non-DOD organizations located on-base
(BX, Credit Union, etc.,)
- Family members of individuals in any of the above categories

All other students are considered civilians, the number of which may not exceed 440 FTE. This is in keeping with the policy at most United States military installations.

Sincerely,

Stephen H. Morchnick
STEPHEN H. MORCHNICK, GM-13
Education Services Officer

Strength Through Knowledge