

IN THE UNITED STATES DISTRICT COURT FOR THE
 EASTERN DISTRICT OF SOUTH CAROLINA
 COLUMBIA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. _____
)	
)	<u>C O M P L A I N T</u>
SUMTER COUNTY SCHOOL DISTRICT)	
NO. 2; DAN L. REYNOLDS, Chair-)	
man, and H. CURTIS EDENS, JR.,)	
CLARENCE E. PHILLIPS, JR.,)	
W. HAZEL MC COY, and RUSSELL)	
F. JONES, Members of the Board)	
of Trustees of Sumter County)	
School District No. 2; and)	
HUGH T. SPODDARD, District)	
Superintendent of Education of)	
Sumter County School District)	
No. 2,)	
)	
Defendants.)	
)	

The United States alleges as a claim against the defendants:

1. This is an action for specific performance of certain contracts entered into between the plaintiff and Sumter County School District No. 2.
2. This Court has jurisdiction of this action under Section 1345 of Title 28, United States Code.
3. The State of South Carolina maintains a state-wide system of free public schools.
4. Sumter County School District No. 2 (hereafter referred to as the District) is a body politic and corporate

existing under the laws of South Carolina for the purpose of maintaining and operating public schools within its territorial limits. These limits include approximately all of Sumter County, South Carolina, other than the City of Sumter. The District is under the management and control of a school board known as the Board of Trustees of Sumter County School District No. 2 (hereafter referred to as the Board). The principal office of the District and of the Board is in the City of Sumter.

5. Dan L. Reynolds is Chairman of the Board, and H. Curtis Edens, Jr., Clarence E. Phillips, Jr., W. Hazel McCoy and Russell F. Jones are members of the Board. Each resides in Sumter County, South Carolina.

6. Hugh T. Stoddard is District Superintendent of Education of the District and is responsible for the administration of its public schools under the general supervision of the Board. He resides in Sumter County.

7. The plaintiff maintains Shaw Air Force Base in Sumter County, South Carolina, as part of its national defense establishment.

8. The District maintains and operates thirteen public schools for the education of children residing within the District, including dependents of members and civilian employees of the plaintiff's Armed Services residing on Shaw Air Force Base. These schools are Shaw Heights and Pinewood elementary schools; DeLaine, Rafting Creek, Mayesville Institute and St. John elementary-junior high schools; Shaw Junior High School, and Hillcrest, Furman, Mayewood, Ebenezer, Manchester and Eastern elementary-high schools.

9. Under the provisions of Chapter 19, Title 20 of the United States Code, the United States Commissioner of Education has approved, and the plaintiff has paid grants in the total amount of \$910,465.33, during the period from 1950 to the present time, for the construction and improvement of the schools described in paragraph 8. A tabulation of the funds paid by the plaintiff to the District on individual construction projects appears as Appendix A to this complaint.

10. Shaw Heights Elementary School is located adjacent to Shaw Air Force Base just off South Carolina Highway No. 441. Its construction, consisting of fourteen classrooms, multi-purpose room, kitchen, administrative suite, boiler rooms, toilet and necessary equipment, was completed on August 28, 1953, at a total cost of \$223,455.58. Of this total cost of construction, the plaintiff has paid \$218,939.18 to the District under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code. An addition to Shaw Heights Elementary School, consisting of six regular classrooms, two self-contained classrooms, auxiliary facilities and equipment, was completed on April 3, 1956, at a total cost of \$81,760.98. The plaintiff has paid to the District the total cost of this construction under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code. A further addition to Shaw Heights Elementary School, consisting of four self-contained classrooms, cafeteria space, including passage, storage room and passage, and necessary equipment,

was completed on April 25, 1958, at a total cost of \$77,798.61. The plaintiff has paid to the District the total cost of this addition under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code.

11. Hillcrest elementary-high school is located at the intersection of Highways 441 and 521, approximately five miles from Shaw Air Force Base. An addition to Hillcrest elementary-high school was completed on September 13, 1956, at a total cost of \$119,237.92. Of this total cost of construction, the plaintiff has paid \$119,164.00 to the District under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code. A further addition to Hillcrest elementary-high school, consisting of four regular classrooms, boiler room, auxiliary facilities, septic tank and field, and necessary equipment, was completed on December 31, 1957, at a total cost of \$62,278.12. The plaintiff has paid to the District the total cost of this addition under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code. Two further additions to Hillcrest elementary-high school, consisting of six regular classrooms, book room, science unit containing sewing room, cooking room, combined living-dining suite, office, covered passage, conversion of existing cafeteria and home economics room to multi-purpose room, auxiliary facilities and necessary equipment for each addition, were completed on August 29, 1958, at a total cost of \$120,661.08. The plaintiff has paid to the District the

total cost of these additions under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code.

12. Shaw Junior High School is located on United States Highway No. 441 across from the west terminations of Abelia and Cherry Streets of Shaw Air Force Base, approximately one mile from the base. Its construction, consisting of seven regular classrooms, science classroom, library with workrooms, cafeteria with stage, kitchen and service areas, office suite, clinic rooms, book storage room, auxiliary facilities, and necessary off-site utilities connections, was completed on September 24, 1959, at a total cost of \$197,365.05. Of this total cost of construction, the plaintiff has paid \$195,056.71 to the District under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code. An addition to Shaw Junior High School, consisting of four regular classrooms, conference room and work room, and auxiliary facilities, with additions to existing boys' toilet facilities, was completed on April 19, 1961, at a total cost of \$34,861.01. Of this total cost of construction, the plaintiff paid \$34,806.65 to the District under a grant applied for by the District and approved by the Commissioner of Education pursuant to the provisions of Chapter 19 of Title 20, United States Code.

13. In connection with each of its applications for a grant under Chapter 19 of Title 20, United States Code, as referred to in paragraphs 9 through 12, the District gave written assurance, as required by 20 U.S.C. 636, that the

school facilities of the District "will be available to the children for whose education contributions are provided ... on the same terms, in accordance with the laws of the State in which applicant is situated, as they are available to other children in applicant's school district."

14. On September 14, 1963, a civil action titled Roberta Randall, et al. v. Sumter County School District No. 2, et al., C.A. No. 1240, was filed in this Court on behalf of thirty Negro children of servicemen stationed at and residing on Shaw Air Force Base. In their complaint the plaintiffs, each of whom was attending the public schools of Sumter County School District No. 2, prayed that the District be enjoined from assigning pupils to schools in the District upon the basis of race and color. On May 25, 1964, the plaintiffs in Roberta Randall, et al. v. Sumter County School District No. 2, et al. filed a motion for summary judgment.

15. On May 11, 1964, the defendant Hugh T. Stoddard, as Superintendent of Schools of Sumter County School District No. 2, sent a letter to Colonel Harrison M. Harp, Jr., Commander of Shaw Air Force Base, advising that the District would no longer assume responsibility for the education of the children living on Shaw Air Force Base as of July 1, 1964. A copy of this letter is attached to this complaint as Appendix B.

16. During the 1963-64 School Year approximately 970 children of members and civilian employees of the plaintiff, residing on Shaw Air Force Base, were enrolled in and attended the schools of the District. Approximately the same number of such children are expected to apply for enrollment in the schools of the District for the 1964-65 School Year.

17. The refusal of the defendants to assume responsibility for the education of the children of servicemen and civilian employees of the plaintiff residing on Shaw Air Force Base violates the written assurances given to the plaintiff by the defendants as set forth in paragraph 13 and thereby breaches the contractual agreements executed between the plaintiff and the District in connection with each of the school construction grants tabulated in Appendix A to this complaint.

18. The breach of the written assurances as herein described will cause immediate and irreparable injury to the plaintiff consisting of the denial to members and employees of the Armed Forces of the plaintiff residing on Shaw Air Force Base of the right to have their children educated in the public schools of the District, the loss to the plaintiff of the benefit of the written assurances given it by the defendant District, the need for the plaintiff to make some other provision for the education of such children, and the nullification of the purpose and provisions of Public Law 815, 81st Congress (Chapter 19, Title 20, U.S.C.).

19. The plaintiff has no adequate remedy at law.

WHEREFORE, plaintiff prays that the Court enter an order enjoining the defendants, their successors in office, agents, employees, and all persons in active concert or participation with them, from:

- a. Failing or refusing to make the schools of Sumter County School District No. 2 available to children residing on Shaw Air Force Base, for whose education the plaintiff has paid funds to the defendant District under the

provisions of P.L. 815, on the same terms,
in accordance with the laws of the State of
South Carolina, as they are available to
other children in the District, and

- b. Implementing or enforcing in any way the
pronouncement contained in the first
paragraph of the letter of May 11, 1964
from the defendant Hugh T. Stoddard to
Colonel Harrison M. Harp, Jr.

Plaintiff further prays for its costs of suit and
for such further and additional relief as the interests of
justice may require.

UNITED STATES OF AMERICA,
Plaintiff

By:

ROBERT F. KENNEDY
Attorney General

BURKE MARSHALL
Assistant Attorney General

Of Counsel:

TERRELL L. GLENN
United States Attorney

ALANSON W. WILLCOX
General Counsel,
Department of Health, Educa-
tion and Welfare

ST. JOHN BARRETT, Attorney,
Department of Justice

APPENDIX A

School Construction Projects Approved under Public Law 815 for Sumter County School District No. 2, South Carolina, Including Application Periods, Project Numbers, Dates of Project Approval, Federal and Local Funds Expended and Total Project Costs for the Period Fiscal 1951 Through 1961

Application Period (1)	Project Number (2)	Date Project Approved (3)	Federal Funds (4)	Local Funds (5)	Total Cost (6)
1950-52	<u>1/</u> 52-C-208A	April 25, 1952	\$218,939.18	\$4,516.40	\$223,455.58
1954-56	56-C-501A6	June 2, 1955	81,760.98	--	81,760.98
1954-56	56-C-501B6	October 5, 1955	119,164.00	73.92	119,237.92
1956-58	58-C-501A8	April 10, 1957	77,798.61	--	77,798.61
1956-58	58-C-501B8	April 10, 1957	62,278.12	--	62,278.12
1956-58	58-C-501C8	August 7, 1957	120,661.08	--	120,661.08
1957-59	59-C-501A9	July 31, 1958	195,056.71	2,308.34	197,365.05
1958-60	60-C-501A10	July 14, 1960	34,806.65	54.36	34,861.01
Totals			\$910,465.33	\$6,953.02	\$917,418.35

1/ Dalzell School District No. 2-A at the time of approval, now a part of Sumter County School District No. 2.