

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

<b>DERIC JAMES LIDDELL, et al.,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>vs.</b>	)	<b>No. 4:72CV100-SNL</b>
	)	
<b>THE BOARD OF EDUCATION OF THE</b>	)	
<b>CITY OF ST. LOUIS, et al.,</b>	)	
	)	
<b>Defendants.</b>	)	

**CONSENT DECREE OF FEBRUARY 25, 2005**

By order of February 3, 2005, the Court addressed a proposed Consent Decree agreed to by the parties of record.

A settlement agreement was approved by the Court on March 12, 1999 (L 266-99). Following plaintiffs' filing of a motion for a temporary restraining order to obtain specific performance of the settlement agreement, such motion was resolved amicably and a consent decree was entered by the Court August 21, 2003.

On January 27, 2005 the parties filed a joint motion to modify Consent Decree pursuant to Rule 60(b). Although the motion to modify was consented to, in the order of February 3, 2005, the Court ordered the parties to show cause why the joint motion to modify consent decree should not be granted. The deadline for filing objections was February 22, 2005 and no objection has been filed. The modifications are in an attached agreement dated January 27, 2005 and such agreement is made a part of this consent decree. It appears, therefore, that the joint motion to modify the consent decree of August 21, 2003 should be granted. This is so as the present

Consent Decree only modifies the decree of August 21, 2003, and not the settlement agreement itself. A fairness hearing is not required.

**IT IS THEREFORE ORDERED** that the joint motion to modify consent decree, pursuant to Rule 60(b) is **GRANTED**. The consent decree of August 21, 2003 is modified pursuant to the attached agreement of the parties dated January 27, 2005. This consent decree shall be referred to as Consent Decree of February 25, 2005.

Dated this 25th day of February, 2005.

  
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SENIOR UNITED STATES DISTRICT JUDGE

## AGREEMENT

THIS AGREEMENT is made this 27th day of January, 2005 by and between the Liddell Plaintiffs, the Caldwell/NAACP Plaintiffs (collectively "the Plaintiffs"), the State of Missouri, the United States of America, and the Board of Education of the City of St. Louis (collectively "the Parties").

1. The parties recognize that it is imperative to improve student performance, especially in racially isolated and high-poverty schools.
2. The Board of Education shall hire Dr. Carl Cohn as an Education Advisor for the 2004-05 school year.
3. The chief function of the Education Advisor will be to examine and inform the leadership of SLPS, as well as counsel for the Caldwell plaintiff class, on matters related to improving academic achievement of students throughout the system. These matters should be directly correlated to the Board of Education's goals and the recommendations of the May, 2004 Report of the Council of Great City Schools.
4. Specific duties of the Education Advisor will include:
  - a. Participating in a review of the academic achievement needs of SLPS students, including by building, by grade, by subject and by the subgroups specified in the accountability provisions of the No Child Left Behind Act of 2001 (NCLB). The Education Advisor will also assess the extent to which SLPS is meeting academic achievement goals set forth in the Settlement Agreement as well as those specified in NCLB and under the Missouri School Improvement Program (MSIP).
  - b. Reviewing current SLPS plans to address and improve academic achievement and determining whether and to what extent those plans are consistent with and likely to produce the academic improvement gains called for under the Settlement Agreement and NCLB. Such review will also include an examination of the plans as put into practice system wide and in individual school buildings during the 2004-05 school year. The review will not be limited to early grades, but will include all grade levels and core subjects.
  - c. Advising school officials, Plaintiffs and the State on the efficacy of such plans and how likely they are to succeed in raising student performance, increasing graduation rates, and meeting the specified annual achievement targets.
  - d. Reviewing the implementation of those plans and initiatives found most likely to be successful in raising student achievement. Where appropriate, the Education Advisor may make recommendations to the District's Management Team for revisions to current plans.

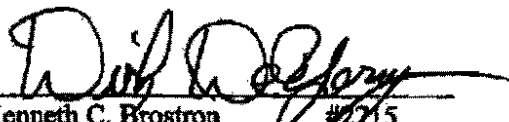
- e. **Conducting a review of data collection and reporting on student achievement and related indicators, including how such information is reported to the public, parents, teachers and building-level supervisors and making an assessment and recommendations regarding these matters to the SLPS, the Plaintiffs and the State.**
  - f. **Attending meetings of the desegregation monitoring task force and meeting with Plaintiffs and the State.**
5. **The Education Advisor will have full and complete access to school system personnel and records and the cooperation of the District, the Interim Superintendent and her staff. The Education Advisor shall abide by school system confidentiality rules regarding personnel and student privacy matters.**
6. **The Education Advisor will agree to serve a minimum of 4-5 days per month, with an average of at least 3 days per month on site in St. Louis.**
7. **The Board of Education shall make Dr. Cohn available to the Plaintiffs and their representatives and the State on a regular basis, including a minimum of three meetings in person during the 2004-05 school year provided that the SLPS, at its discretion, may elect to send representatives to these meetings so that the district is informed as to issues raised or discussed during the meetings.**
8. **The Board of Education agrees to use its best efforts to meet the specific academic achievement goals set forth in Appendix A.**
9. **The Board of Education may expend funds from the Section 10 capital account (the "Account") to complete the Clyde C. Miller Career Academy. Expenditures for the Clyde C. Miller school from the Account shall not exceed \$10.6 million.**
10. **The schedule for the Board's repayment of funds borrowed from the Account shall be modified. As of June 30, 2004, the total sum borrowed but not repaid to the Account by the Board of Education pursuant to the August 21, 2003 agreement between the Board of Education, the Caldwell-NAACP Plaintiffs, the Liddell Plaintiffs, the United States Department of Justice and the State of Missouri was \$47,100,057 (the "Original Principal").**
11.
  - a. **The Original Principal shall be repaid to the Account over a six-year period in equal annual installments. The first payment shall be made no later than June 30, 2007. In the event the Board of Education is designated as "financially stressed" by the Missouri Department of Elementary and Secondary Education during the 2006-07 school year, the Board may defer the first payment up to an additional 12 months. In such event, the repayment schedule shall be adjusted accordingly, with the second Scheduled Payment due June 30, 2009.**

- b. If a Scheduled Payment is payable on a day which is a Saturday, Sunday or legal holiday, then such payment shall be due on the next business day.
  - c. Notwithstanding any other provision to the contrary, the Board of Education reserves the right to prepay the whole or any part of the Original Principal at any time without premium or penalty.
  - d. Scheduled Payments shall not be reduced or altered if prepayments of the Original Principal are made. The Board of Education may, however, in its sole discretion, prepay a Scheduled Payment prior to June 30 of the applicable year. In such event, the next Scheduled Payment shall be due on June 30 of the subsequent fiscal year, assuming a portion of the Original Principal remains due and owing at that time.
  - e. In no event shall the Board of Education be required to repay more monies to the Account than were borrowed.
12. The Board may borrow additional Section 10 funds prior to June 30, 2006, up to a maximum amount of \$10,000,000 for purposes of (1) purchasing curriculum and related materials and for costs relating to implementation of new curriculum, and (2) providing professional development to teachers. The parties will agree to a repayment schedule; if the parties cannot agree, the amounts borrowed shall be repaid by the Board within two calendar years (730 days) of the date on which each amount was borrowed. These funds will be targeted to effective uses recommended or approved by Dr. Cohn and calculated to increase the performance of teachers in underperforming schools in the core subjects, and/or to reward successful performance of teachers in improving measurable student outcomes. The money will not be used for across-the-board teacher salary or benefit increases, to hire additional teachers needed to comply with class-size mandates, or to otherwise supplant SLPS' responsibility to fund teacher salaries and benefits under the 1999 settlement agreement and under state and local law.
13. If in any year enrollment in the SLPS is projected to exceed or does exceed 42,000 pupils for the subsequent school year, the Board's obligation to begin scheduled payments shall be accelerated. In such event, the first Scheduled Payment shall be due on June 30 of the second subsequent school year after the year in which the projection is made that enrollment will exceed or does exceed 42,000 pupils. The Original Principal shall be repaid in six annual installments in accordance with Section 11(b)-(g).
14. If the Board of Education fails to meet the specified targets set forth in this agreement, the following consequences will occur:
- a. 2006 targets are not met: (i) Dr. Cohn (or acceptable, agreed-upon replacement for Dr. Cohn) retained for an additional year, (ii) Fifteen percent of funds expended for Clyde C. Miller from the Account redeployed to improving

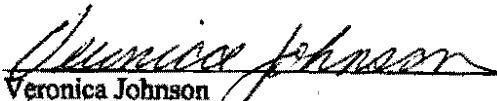
performance in lowest-performing schools, in accordance with recommendations of Dr. Cohn and with advice and consent of plaintiffs.

- b. 2007 targets are not met: (i) Dr. Cohn (or acceptable, agreed-upon replacement for Dr. Cohn) retained for an additional year; (ii) Fifteen percent of funds expended for Clyde C. Miller from the Account redeployed to improving performance in lowest-performing schools, in accordance with recommendations of Dr. Cohn and with advice and consent of plaintiffs.
  - c. 2008 targets are not met: (i) Dr. Cohn (or acceptable, agreed-upon replacement for Dr. Cohn) retained for an additional year; (ii) Ten percent of funds expended for Clyde C. Miller from the Account redeployed to improving performance in lowest-performing schools, in accordance with recommendations of Dr. Cohn and with advice and consent of plaintiffs.
15. In order to keep Plaintiffs and the State apprised of the fiscal status of the St. Louis Public Schools, the Board of Education shall provide to the Plaintiffs and the State in September of each year the following information:
- a. A budget summary for the then-current fiscal year;
  - b. To the extent available and not provided in subpart a, the budget for desegregation programs required by the Desegregation Settlement Agreement;
  - c. The most recently completed external financial audit required by state law;
  - d. A detailed accounting of revenues and expenditures in the funds which track (i) the revenues and expenditures of the Account and (ii) the revenues and expenditures for construction of the vocational school required by Section 17 D of the Desegregation Settlement Agreement. Following provision of this information, the Plaintiffs, the State and the Board of Education will schedule a meeting between the Superintendent of the District, the Plaintiffs and the State at a mutually convenient time to discuss the fiscal status of the District, as well as implementation of the Desegregation Settlement Agreement.
16. The Board of Education will provide quarterly reports to the State and Plaintiffs detailing revenues and expenditures from the Account which includes a statement of whether each expenditure was (a) expended pursuant to Section 10 of the 1999 Settlement Agreement, (b) expended pursuant to the borrowing provisions of Section 12 of this Agreement, (c) used for cash flow purposes, or (d) expended for some other purpose.
17. The Board shall provide upon request to the Plaintiffs and the St. Louis Community Monitoring and Support Task Force data necessary for monitoring compliance with this Agreement.

18. This agreement is not intended nor shall it be construed in any way to replace or supersede the 1999 settlement agreement. Nor shall it replace or supersede, except where explicit, the 2003 agreement.
19. This agreement is contingent upon approval of its terms by the United States District Court for the Eastern District of Missouri.

  
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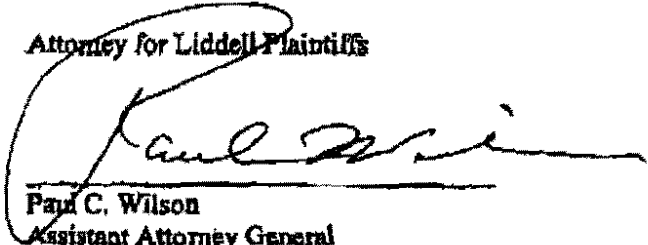
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**Saint Louis Public Schools  
Board of Education  
2004 Desegregation Loan Review  
Attachment A**

**Segment** High Schools

**Goal** The district will increase the number of High School students meeting the desegregation improvement goals by 20% in 05-06 and 10% in 06-07 and 07-08

**Measure** On an annual basis, The Saint Louis Public Schools will increase the number of Proficient and Advanced Students and decrease the number of Step 1 and Progressing Students as measured by the Missouri Assessment Program (MAP) for Communication Arts, Mathematics and Science

**Improvement Matrix**

<b>% Bot 2</b>	<b>% Top 2</b>
CA	CA
Math	Math
Science	Science

**High School Student Results for All Six Elements**

	<b>03-04 Baseline</b>	<b>05-06 Goal</b>	<b>06-07 Goal</b>	<b>07-08 Goal</b>
<b>Bottom 2</b>				
<b>Communication Arts</b>	1,261	1,009	908	817
<b>% Change</b>		-20%	-10%	-10%
<b>Mathematics</b>	1,885	1,508	1,357	1,221
<b>% Change</b>		-20%	-10%	-10%
<b>Science</b>	1,894	1,515	1,364	1,227
<b>% Change</b>		-20%	-10%	-10%
<b>Top 2</b>				
<b>Communication Arts</b>	103	124	136	150
<b>% Change</b>		20%	10%	10%
<b>Mathematics</b>	52	62	69	76
<b>% Change</b>		20%	10%	10%
<b>Science</b>	22	26	29	32
<b>% Change</b>		20%	10%	10%