

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CRATON LIDDELL,)	
et al.)	
Plaintiffs,)	
)	
vs.)	Case No. 4:72CV00100 ERW
)	
BOARD OF EDUCATION OF)	
THE CITY OF ST. LOUIS, MISSOURI,)	
et al.,)	
Defendants.)	

MEMORANDUM AND ORDER

This matter comes before the Court on a Joint Motion to Approve Agreement Between the Parties and Enter the Agreement as a Court Order [ECF No. 360] that is offered by all parties, including Craton Liddell, et al., (Plaintiffs) and the Board of Education of the City of St. Louis, Missouri, et al., (Defendants).

The Court has reviewed the Joint Motion as well as the Agreement [ECF No. 360-1]. In addition, the Court conducted a teleconference on November 16, 2011 to provide all of the parties with an opportunity to voice any concerns.

The Court finds the Agreement furthers the goals of the 1999 settlement agreement [ECF No. 266]. The Court approves of and adopts all aspects of the Agreement and orders enforcement. The Court retains jurisdiction over the matter to enforce the provisions of the Agreement pursuant to *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381 (1994).

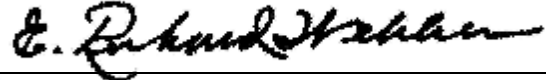
Accordingly,

IT IS HEREBY ORDERED that the Joint Motion to Approve Agreement Between the Parties and Enter the Agreement as a Court Order is **GRANTED**.

IT IS FURTHER ORDERED that all aspects of the Agreement [ECF No. 360-1] are adopted herein.

IT IS FURTHER ORDERED that the Court retains jurisdiction over the matter to enforce the provisions of the Agreement.

Dated this 16th day of November, 2011.



E. RICHARD WEBBER
SENIOR UNITED STATES DISTRICT JUDGE

AGREEMENT

THIS AGREEMENT is made this 16th day of September, 2011, by and between the Liddell Plaintiffs, the Caldwell/NAACP Plaintiffs (collectively “the Plaintiffs”), the State of Missouri, the United States of America, and the Special Administrative Board of the Transitional School District, as successor in interest to the Board of Education of the City of St. Louis (the “District”). The Plaintiffs, the District, and the other entities listed in this paragraph shall be referred to collectively in this Agreement as “the Parties”.

1. **RECITAL OF PURPOSE:** The Parties recognize the efforts of the District to ameliorate the lasting effects of segregation by improving the quality of the educational programs provided by the District, and thereby working to improve student performance, especially in racially isolated and high-poverty schools. Further, these efforts to improve educational quality are consistent with the District’s statutorily mandated goal of returning to full State accreditation. The District’s efforts at educational improvement and returning to full accreditation have been and continue to be significantly hindered by an accumulated operating deficit of \$66.3 million. This Agreement reflects a joint undertaking by the Parties to assist the District in its improvement efforts by utilizing resources from the Desegregation Capital Fund (the “Fund”) in the manner specified herein.

2. **FUND BALANCE RESTORATION:** The Plaintiffs agree to restructure the outstanding indebtedness owed by the District to the Fund in the amount of \$36.5 million by forgoing repayment of that amount in perpetuity. This figure represents the remaining balance of a loan from the Fund that was made in the amount of \$47.1 million. Loan Restructuring will reduce the District’s budget deficit from \$66.3 million to \$19.37 million. The Parties further agree that \$19.37 million should be allocated from the Fund to the District to eliminate this accumulated deficit. Contrary provisions of the 2005 agreement concerning repayment of the loan are superseded by this provision by agreement of the Parties.

3. **EXPANSION OF PARENT/INFANT INTERACTION PROGRAM TO ALL COMPREHENSIVE HIGH SCHOOLS:** The Parent/Infant Interaction Program (PIIP) is a multi-faceted effort to assist teenaged parents by removing barriers to their continued education through the provision of childcare and related support services. The Parties agree that a total of \$2.5 million should be allocated from the Fund to the District to expand PIIP to Roosevelt, Beaumont, and Sumner High Schools over the next three years, beginning in the 2011-2012 school year.

4. **EARLY CHILDHOOD CLASSROOM AND BEFORE/AFTER CARE EXPANSION:** The Parties agree that 25 additional preschool classrooms (two of which shall be early childhood special education classrooms) should be opened and the costs for the expanded program supported for three years. The Parties agree that \$5.3 million be allocated from the Fund to the District yearly over three years beginning with the 2011-2012 school year for a total of \$15.9 million for the early childhood program expansion. The selected sites for the additional preschool classrooms to be funded under this paragraph are set forth in the attached Exhibit 1.

5. EARLY CHILDHOOD BEFORE/AFTER CARE EXPANSION: As a necessary component of an expanded early childhood program, the Parties agree that before and after care for preschoolers should be provided at 30 sites in the District. The Parties further agree that \$1.566 million should be allocated from the Fund to the District yearly over the three years beginning with the 2011-2012 school year for a total of \$4.698 million for expanded before and after care for preschoolers.

6. HIGH QUALITY PRINCIPAL LEADERSHIP INITIATIVES: The Parties recognize that training and retention of strong principals in the District's schools is important to extending the improvements in student performance that have been realized in the District in the past four years. To that end, the Parties agree that \$1.195 million should be allocated from the Fund to the District yearly for the next three years, beginning in the 2011-2012 school year, for a total of \$3.585 million, for the High Quality Principal Leadership Program. The proposed annual budget for this Program is attached hereto as Exhibit 2, although the Parties recognize that the precise parameters of the program may change as the efficacy of its individual components are assessed following initial implementation.

7. MAGNET SCHOOL TRANSPORTATION: The District's transportation costs are very high because of the intricacies involved in transporting over 9,000 students to single-site magnet schools from all over the City of St. Louis. The Parties agree that \$2,498,400 should be allocated from the Fund to the District yearly for the next three years, beginning in the 2011-2012 school year, for a total of \$7,495,200, for magnet school transportation expenses that are not reimbursed by the State.

8. ST. LOUIS PLAN: The Parties agree that the St. Louis Plan should be funded through allocations from the Fund to the District in the amount of \$1.65 million for each of the 2012-2013 and 2013-2014 school years, for a total allocation from the Fund in the amount of \$3.3 million.

9. TECHNOLOGY SUPPORT: The Parties recognize that information and communication technologies are essential tools for achieving academic success. The District has pursued a plan of investment in technology infrastructure intended to dramatically expand the use of technology in teaching, learning and assessment throughout the St Louis school system. The Parties agree that funding through allocations from the Fund to the District in the amount of \$568,000 yearly for the next three years beginning in the 2011-2012 school year, for a total of \$1.704 million, be made for the addition of 2 FTE Technical Support Staff and 5 FTE Professional Development Staff to assist teachers in integrating computer technology more directly into classroom learning.

10. PILOT ONE-TO-ONE COMPUTING: The Parties recognize that one-to-one computing, allowing students to have direct and ongoing use of computing technology in the learning environment, is increasingly vital in preparing students for future success. The Parties therefore agree that funding through allocations from the Fund to the District in the amount of \$1 million be made to permit the acquisition and maintenance of computer hardware and wireless network facilities for a pilot one-to-one computing program that will commence in the 2011-2012 school year and continue through the 2014-2015 school year.

11. MONITORING AND ACCOUNTABILITY: The District shall provide to the Plaintiffs, the State, and the United States the following information:

- a. In September of each year:
 - i. An annual budget summary for the then-current fiscal year, including the budgets for the programs identified in paragraphs 3-10 of this Agreement;
 - ii. An annual detailed accounting of revenues and expenditures in the Fund and the revenues and expenditures for each of the programs identified in paragraphs 3-10 of this Agreement; and
 - iii. The most recently completed annual external financial audit required by state law.
- b. On a quarterly basis, reports detailing revenues and expenditures from the Fund which include a statement as to whether each expenditure was expended pursuant to the terms of this Agreement or expended for some other purpose.

The District shall provide upon request to the Plaintiffs, the State, and/or the United States any other data necessary for monitoring compliance with this Agreement within 30 days of a request.

12. The St. Louis Community Monitoring and Support Task Force (“Task Force”) shall continue to monitor the terms of the 1999, 2003 and 2005 settlement agreements in this matter, in addition to monitoring the terms of this Agreement. To that end, the Task Force shall evaluate the programs identified in paragraphs 3-10 on an annual basis in order to measure their success, and shall include these evaluations in its annual report to the community for the 2011-2012, 2012-2013, and 2013-2014 school years.

13. The Parties have agreed to allow the District to use money from the Fund in amounts up to those specified in paragraphs 2-10 and only for each specific purpose delineated in paragraphs 2-10. The District is not authorized to spend the designated Fund monies on programs and uses other than those specified in paragraphs 2-10. Nothing in this Agreement shall prevent the District from spending less than the amounts specified in paragraphs 2-10 and leaving the unused amount(s) in the Fund.

14. 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 or the 2005 agreement.

15. This Agreement is contingent upon approval of its terms by the United States District Court for the Eastern District of Missouri.

--Signatures On Following Pages--

SPECIAL ADMINISTRATIVE BOARD FOR TRANSITIONAL SCHOOL DISTRICT

By: 

Its: CEO

STATE OF MISSOURI



By: James R. Layton for Chris Koster,

Its: Solicitor General

Attorney General

CALDWELL/NAACP PLAINTIFFS

By: *Quinn Johnson*

Their: *Counsel for Caldwell/NAACP*

LIDDELL PLAINTIFFS

By: 

Their: ATTORNEY & COUNSEL AT LAW

UNITED STATES OF AMERICA

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