

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

DERIC JAMES LIDDELL,)	
)	
Plaintiff,)	No. 4:72-CV-00100 ERW
v.)	
)	
SPECIAL ADMINISTRATIVE BOARD)	
OF THE TRANSITIONAL SCHOOL)	
DISTRICT OF ST. LOUIS, MISSOURI,)	
et al.,)	
)	
Defendants.)	

**MEMORANDUM IN SUPPORT OF
JOINT MOTION TO MODIFY CONSENT DECREE**

In 1999, the parties to this long-running school desegregation litigation entered into a settlement agreement designed to preserve educational remedies for St. Louis students while limiting federal court oversight of the St. Louis Public Schools (“SLPS.”) The 1999 Settlement Agreement was approved by this Court on March 12, 1999, and incorporated into the Court’s final order. See Doc. 266 at 19. That Agreement ensured that many of the most successful desegregation remedies would continue, including certain educational programs, many magnet schools, and the voluntary interdistrict transfer program. The parties also reached agreement on continued state funding for those remedies.

Section 10 of the 1999 Agreement set aside funds for “construction and site acquisition costs to accommodate any reasonable anticipated net enrollment increase caused by any reduction or elimination of the voluntary transfer plan.” 1999 Agreement, Section 10, at 12. While the parties anticipated in 1999 that the voluntary transfer program would continue for a number of years, Section 10 was designed to provide for SLPS’ capital needs if the transfer program ended and numerous students returned at one time to the SLPS. Over the years,

however, the assumptions underlying creation of the Section 10 fund did not come to pass, primarily as a result of population declines, the advent of charter schools, and the ongoing commitment by both city and county schools to the voluntary transfer program.

In the years after 1999, the Section 10 monies were the subject of both litigation and negotiation between the parties, processes that resulted in settlement agreements in 2003, 2005 and 2011. *See* Docs. 321, 356 and 365.¹ Most recently, in 2011, the parties agreed to re-purpose the majority of remaining Section 10 funds to provide for a wide-ranging array of benefits to students of the SLPS, including increased early childhood education programs, additional mentoring programs for teachers and principals, technology acquisition and support, additional services to reduce drop-out rates among young parents, and the complete elimination of SLPS' debt. Many of these programs are to continue for a period of at least three years or until 2014.

The 1999 Agreement between the parties also established the St. Louis Monitoring and Support Task Force, an organization initially chaired by Mrs. Frankie Freeman and Dr. Bill Danforth. The Task Force was charged with the responsibility of monitoring the parties' compliance with the 1999 Agreement, reporting its findings to the public and gathering community support for the SLPS. According to Section 19 of the 1999 Agreement,

The parties will cooperate in monitoring this Agreement and in seeking community support for achieving its objectives, particularly the goal of improving the academic performance of students. Toward this end, the parties will endeavor to establish a community monitoring and support task force consisting of representatives of the parties, of parent groups, of the business community, of colleges and universities, of teacher organizations, and of other community representatives. The Task Force will secure information and inform the public on the progress of the Agreement, make recommendations for needed actions, and

¹ A more complete history of the Section 10 fund, along with a detailed discussion of the 2011 Settlement Agreement, is set out in Doc. 361.

help to secure additional resources and the cooperation of individuals and groups needed to make the Agreement effective in improving public schools and student performance.

Agreement at 35.

The Task Force has fulfilled this mission for almost fourteen years, issuing yearly reports to the community on progress made under the 1999 Agreement and identifying areas for improvement. The Task Force has also taken on the additional responsibility of monitoring compliance with the 2003, 2005 and 2011 settlement agreements as they were entered. To do its work, the Task Force relies on the work of an independent consultant who has been with the organization since its inception and who is well versed in both the terms of each settlement agreement and the day-to-day workings of the SLPS. The costs of the consultant and the yearly reports to the community are the two major expenditures of the Task Force.

From the time of its inception and continuing until July of 2013, the Danforth Foundation provided financial support for the Task Force. Because that support is no longer available, the Task Force sought other sources of funding and in early 2013 asked the parties to agree to allow it to use Section 10 funds. The parties considered the request and eventually agreed to allow \$62,500 of Section 10 money to be used to support the work of the Task Force for a period of one year. The 2013 Settlement Agreement, attached hereto as Exhibit 1, sets forth this agreement of the parties.

The 2013 Settlement Agreement provides that the SLPS will transfer \$62,500 from the Section 10 fund to the Cooperating School Districts (or "CSD"), which will act as fiscal agent for the Task Force. Ex. 1 at 1. The Task Force will then invoice the CSD on a monthly basis for the costs of its consultant and/or its yearly reports to the community. Ex. 1 at Ex. A. The CSD

has agreed to provide this service for a minimal fee, and the Task Force has made arrangements for private payment of that fee.

The 2013 Settlement Agreement allows the Task Force to continue its important work while it looks for other sources of funding. For this reason, and for all the reasons set out above, the parties jointly request that the Court approve the 2013 Settlement Agreement, enter it as a Court order, and retain jurisdiction to enforce it pursuant to *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994).

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing was electronically filed with the Clerk of Court via the CM/ECF System this 3rd day of September 2013, with electronic service upon counsel of record.

/s/ Veronica Johnson