

**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  
MOTION TO MODIFY CONSENT JUDGMENT**

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 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, p. 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, 2011 and 2013. *See* Docs. 321, 356, 365 and 372. In 2011, the parties agreed to re-purpose a portion of the Section 10 funds for early childhood education programs, before and after care, additional mentoring programs for teachers and principles, technology acquisition and support, and additional services to reduce drop out rates among young parents. Many of the programs were to continue for a period of at least three years, or until 2014. Beginning in 2013, the parties began to discuss the use of additional Section 10 funds to continue those programs past 2014. By the summer of 2014, a majority of terms had been agreed upon by a majority of parties. One portion remained problematic and the parties continued their discussion on that subject.

However, the 2014-15 school year was about to begin and continued Section 10 funding was not yet in place. In reliance on the parties past ability to reach agreement on funding these programs, the SLPS funded them on its own while waiting for approval from the remaining parties and the Court. It did so throughout the 2014-15 school year. The parties were ultimately able to reach agreement on September 16, 2015 and now seek court approval of the 2015 Agreement, attached hereto as Exhibit 1.

The 2015 Agreement begins with the programs first funded in the 2011 Agreement: additional early childhood education programs, expansion of the Parent/Infant Interaction Program (which provided support to infant children and their student-parents to improve retention and graduation rates), principal leadership programs to identify and support aspiring

principals and administrators, the St. Louis Plan (a mentoring program for new and/or struggling teachers to provide additional support and reduce attrition), and to provide additional support for technology in the district. By 2014, some of the money originally allocated for these programs had not been spent.

The 2015 Agreement allows the SAB to use those unspent funds along with additional money from the Section 10 funds to continue the 2011 programs. The Agreement also provides additional supports for students in lower performing “superintendent zone schools.” Those supports include funding for a full-time counselor, nurse and social worker at each school in the superintendent zone for a period of three years. Funding would also provide for additional professional development for teachers in those schools, additional reading and math facilitators and eight additional family community specialists to support connections between school, parents and community, all for three years.

The 2015 Agreement also requires the SLPS to meet certain goals each year in order to continue receiving funding. In the event goals are not met, the parties have agreed to meet and confer. The St. Louis Community Monitoring and Support Task Force will continue in place to monitor the district’s compliance with the 2015 Agreement. The SLPS will provide funding for the Task Force each year through 2018.

The Caldwell/NAACP and Liddell plaintiffs, along with the SLPS, State of Missouri and the United States Department of Justice have agreed to the proposed 2015 Agreement modifying the 1999 consent judgment entered in this case. For all of these reasons, the parties request that the Court approve the 2015 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, 114 S. Ct. 1673, 128 L. Ed. 2d 391 (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 18th day of September 2015, with electronic service upon all counsel of record.

/s/ Veronica Johnson