

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CRATON LIDDELL, et al.,)
)
 Plaintiffs)
)
 vs) No. 72-100C(4)
)
THE BOARD OF EDUCATION OF)
THE CITY OF ST. LOUIS,)
STATE OF MISSOURI, et al.,)
)
 Defendants)

SUGGESTIONS OF ST. LOUIS TEACHERS UNION
FOR CHANGES IN LANGUAGE OF PROPOSED SETTLEMENT

INTRODUCTION

Pursuant to the suggestion of the Court made at the fairness hearing herein, the St. Louis Teachers Union, Local 420, American Federation of Teachers is pleased to submit the following proposed specific changes in the wording of the Settlement Agreement. It should be understood that these are minimum changes proposed within the structure of the existing Agreement to meet the major objections to the proposed Settlement which the Union has previously filed with the Court. If, as urged by the Union, the Court grants the Union's pending Motion to Intervene, the Union suggests that further Settlement negotiations between all parties hereto, including the Union, could result in greater refinement of the language and the development of procedures for the successful desegregation of faculty and staff in the long term interests of the faculty and staff, the student population, and the school districts.

PROPOSED CHANGES

1. To protect the representative rights of the St. Louis Teachers Union in behalf of the teachers and other staff the Union represents, the Union proposes adding an additional introductory paragraph to Part IV (P. IV-1) of the Settlement Agreement, pertaining to Quality of Education to read as follows:

It is understood that all criteria and standards set forth in this Section and in the Appendix hereto are intended only to be binding on the defendants for the purpose of determining required funding under this Agreement, not to govern or interfere with the relationship or Policy Statements in effect between the Board of Education of the City of St. Louis and the St. Louis Teachers Union Local 420 on behalf of the employees it represents. Nothing in the Settlement Agreement shall be interpreted as a limitation upon, or foreclosure of, the right or obligation, as the case may be, of the Board of Education of the City of St. Louis to enter into bargaining/discussions as permitted by law with the St. Louis Teachers Union, Local 420, over any matters covered by Section IV, the Appendix hereto, or any other provision of the Settlement Agreement, or to limit or to foreclose any agreements between said Board and said Union on such matters not contrary to the Settlement. Nothing in this Settlement shall be interpreted as limiting or foreclosing the right or obligation of said Board to enter into discussions/bargaining with said Union as to the implementation or effect of the provisions of this Agreement on the employees represented by the Union or to release the Board from its obligations set forth in the Policy Statements in effect between the Board and the Union including its obligations to notify and discuss/bargain with the Union before making changes in existing conditions.

Make the following changes in Part VI of the Settlement Agreement in order to accomplish the goals of faculty and staff desegregation, grant preference to St. Louis Teachers and staff to openings in the County School Districts to eliminate the vestiges of discrimination against them, and insure fair treatment for all teachers involved in the desegregation process.

2. Change Section B.3. on Page VI-1 to read:

To implement a system for monitoring, recording and coordinating school district efforts to secure black applicants for positions as administrators, teachers, and other school positions and the achievement of the hiring goals set forth herein.

3. Change Section B.4. on Page VI-1 to read:

To seek to achieve a goal in its staff of teachers and other non-supervisory personnel, a work force of at least twenty-five per cent (25%) black. [Note this 25% level should be a minimum standard to equate the faculty and staff desegregation goal with the student desegregation goal. Further inquiry if the Union is permitted to Intervene may justify a higher figure.]

4. Add an additional purpose (No. 6) to Section B on Page VI-1:

To assure the proper evaluation and treatment of students transferring from city schools pursuant to the voluntary transfer program forth in Section II of this Agreement, by requiring participating districts to give preference in recruitment to black teachers and other staff currently employed by the Board of Education of the City of St. Louis or those placed on leave of absence or terminated by the Board due to the Board's financial condition.

5. Change Section C on Page VI-1 to read:

County school districts shall submit to the Voluntary Inter-district Coordinating Council notices of all vacancies in administrative, teaching, and staff positions as soon as they are determined to exist and at least thirty days prior to the closing of applications. The VICC shall be responsible for insuring that all black employees of the St. Louis Board of Education, and all such employees on leave of absence or terminated due to the Board's financial condition, are notified of job openings. Such notice may be through the inter-mail system of the St. Louis Board of Education or first class mail as appropriate and necessary

to insure personal notice. Interested employees may apply for such openings through the VICC or directly to the School district. The School districts shall notify the VICC as to the name, race, and prior employment of the applicant selected. Upon request by the VICC, or of a rejected applicant, a school board shall provide the VICC with the detailed reasons for its rejections of the applicant. School districts shall keep records to show how this Section has been implemented and to report in the annual report specified herein in Section F herein the steps taken pursuant to this Section.

6. Add an additional subsection 4 to Section D at the top of

Page VI-2 as follows:

Black city school board personnel, including those on leave of absence or terminated due to the Board's financial condition, who possess the required state certification for an opening in a certified position in a county district, or who meet the objective qualifications for a non-certificated job opening shall be hired for a job opening in preference to any other applicants. Any such city school board employee applying for a position in a county district comparable to the position the employee currently holds in the city district opening. No other persons may be hired for any county job openings unless no such qualified city board employee applies for the position.

Black St. Louis Board of Education employees employed pursuant to this provision shall be treated by the employing school district as a permanent transfer rather than as a new hire; shall receive full credit for all purposes, including tenure, for their years of employment by the St. Louis Board of Education; and shall have a starting salary at least equal to that which they would be receiving if they were similarly employed by the City Board. Such permanent transfers shall be subject to the host districts' personnel rules and regulations except that they shall retain the right for

a period of five years to return to their former position in their home district at their sole option at the end of any school term with at least sixty (60) days notice thereof to the host and home school districts.

Any such employee who during said five year period, is the subject of any adverse personnel action which may result in the employee being terminated or disciplined, or being placed on involuntary leave of absence, may, at the employee's option, elect to return to employment with the St. Louis Board of Education with full credit for all purposes for his past City School Board service and his years of service with the county district. This provision shall not foreclose appropriate City Board action for serious misconduct by an employee while employed by the County district in accordance with the standards and procedures of the City Board.

7. Change Section E, P. VI-2 to read:

Subject to the provisions of paragraphs one and two hereof, the following separate hiring goals for the employment of new and permanently transferred teachers and other staff to be judged on an annual basis shall be applied:

<u>Number of New Hires</u>	<u>Ratio-New Hires</u>
1-9	2 Blacks; 1 White (66.7%)
10-20	1 Black; 1 White (50%)
21-50	1 Black; 2 Whites (33%)
51 or more	1 Black; 3 Whites (25%)

These ratios are to be applied separately for teaching and staff positions. For example, if in any year a district accepted seventeen teachers as permanent transfers and new hires, the first nine teachers would be six black and three white and the next eight teachers would be four black and four white.

The same hiring goals shall be applied to other non-supervisory personnel as a group. For example, if in any year a district accepted as permanent transfers and new hires a guidance counselor, five teacher aides, two secretaries, and one

nurse, six of these new employees would be black and three white.

8. Change Paragraph E-1 on Page VI-2 to read:

1. Nothing in this agreement shall be construed to require the employment of teachers who lack the state required certification for a position or the discharge or replacement of any teachers employed by a school district.

9. Change Paragraph E-2 on VI-2 by deleting the last sentence.

[Removes "best qualified" defense.]

10. Section F, Page VI-2, after the word "teachers", insert the words "non-supervisory personnel." The word "hires" used throughout Section F should be changed to "hires and permanent transfers".

11. Change the next to last paragraph on Page VI-3 as follows:

1. Change the phrase teachers and administrators to "teachers, other non-supervisory personnel, and administrators."

2. Add after the word "enforcement" in the third line:
"including enforcement by the St. Louis Teachers Union".

12. Change Paragraph G on Page VI-4 to read:

All obligations pursuant to this Agreement relating to the hiring of black teachers, other non-supervisory personnel and administrators, including the reporting requirements in Section F hereof, shall terminate at the time the hiring goals of 25% black teachers 25% black non-supervisory personnel and 13.4% black administrators are reached. The meeting of such goal or goals shall be documented by data reported to Voluntary Interdistrict Coordinating Council and plaintiffs' counsel and counsel for the St. Louis Teachers Union. [Would not permit meeting of student goal to excuse district from meeting faculty and staff goals as well.]

13. Change Paragraph H on Page VI-4 to read:

Nothing herein shall require a district to violate any provisions of Missouri law and, in particular, the Missouri Teacher Tenure Act, as amended, applicable to both six director and Metropolitan school districts; provided, however, in filling vacant positions for teachers and other non-supervisory personnel, districts shall use to the extent required and at their requests, desegregation funds as may be ordered by the Court and received by the

districts because of their participation in this Settlement Agreement to fill such vacant positions through hire and permanent transfer of blacks employed by the Board of Education of the City of St. Louis and those placed on leave of absence or terminated due to the Board's financial condition, to meet the annual goals set forth in Paragraph E: and further provided that such districts shall, in retaining such staff, treat their experience in the home school district as if such experience had occurred within the host school district.

14. Change the Second Paragraph of Section I on Page VI-4 to read:

Voluntary teacher exchanges will be encouraged to enhance desegregation efforts, but such teachers may not be utilized by any district to excuse that district from further affirmative action efforts unless and until such personnel are permanently transferred to or hired by the host district.

15. Change Section I.b. xii on Page VI-6 to read:

xii. The evaluation of exchange and transfer teachers shall be in accord with the procedures and standards of the home district and its agreements with the home district teachers representative. All evaluations are subject to final review by the home districts. If a transfer teacher receives an unsatisfactory evaluation, the teacher shall have the option of returning to his home district without prejudice to his employment by the home district. All disciplinary action against exchange and transfer teachers shall be the responsibility of the home district and any such teachers shall have all the representational rights and due process which are accorded to such teachers in the home district.

16. Change Section I.b., xv to read as follows:

The host and home districts may, in consultation with the employees' recognized teacher and staff representatives, develop such procedures as they mutually determine are necessary and appropriate to encourage participation in the exchange program.

17. Add an additional Section D to Section IX-B. on Page IX-1 as follows:

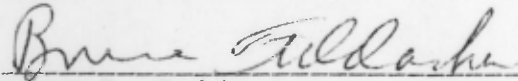
D. One person selected by the St. Louis Teachers Union. The voting membership of the VICC shall be racially balanced.

18. Delete "teacher" from Section IX.B.2. on Page IX-1.

19. Modify Section XII.D. on Page XII-1 to read:

When a district reaches its plan ratio and annual hiring goals within five years or any extension of time mutually agreed to by the parties, including (for annual hiring goals only) the St. Louis Teachers Union, it is entitled to a final judgment declaring that it has satisfied its interdistrict desegregation obligations. A district shall also be entitled to a final judgment if within five years it has enrolled 90% of the additional black students and hired or accepted as permanent transfers 90% of the additional black staff required to satisfy its plan ratio and annual hiring goals calculated pursuant to Section V. E and Section II A. 3.

Respectfully submitted,



Bruce S. Feldacker
Attorney for St. Louis Teachers Union
Local 420
705 Olive, Suite 500
St. Louis, Missouri 63101

Michael Radzilowsky
Lawrence A. Poltrock
DeJong, Poltrock & Giampietro
221 N. LaSalle Street, Suite 2600
Chicago, IL 60601

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Suggestions of St. Louis Teachers Union for Changes in Language of Proposed Settlement was mailed with U.S. postage prepaid, this 10th day of May, 1983, to all those named on the Court's mailing list for Liddell v. Board of Education, 72-100C(4).



Bruce S. Feldacker