

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED

APR 28 1983

CRATON LIDDELL, et al.,)

Plaintiffs,)

v.)

THE BOARD OF EDUCATION)
OF THE CITY OF ST. LOUIS,)
STATE OF MISSOURI, et al.,)

Defendants.)

No. 72-100C(4)

EYVON MENDENHALL
U. S. DISTRICT COURT
E. DISTRICT OF MO.

MEMORANDUM OF CONCERNS

We are present today to begin a fairness hearing on a proposed settlement agreement submitted by several parties as a resolution of the 12(c) phase of this case.

Among the Court's concerns are the following. The proposed settlement plan suggests that this Court assume taxing authority without finding liability. When submitting the settlement agreement, the parties submitted no legal authority either in statute or case law for this proposition. The Court has requested materials and is prepared to hear both the support for and opposition to this proposal. This is an issue of utmost importance in considering this settlement plan.

The plan, at X-3, provides that: "The State shall not decrease its level of funding for education below the amount of funding established for the 1982-83 fiscal year." Essentially, this seeks a freeze on the State's spending for education programs to the 1982-83 level without limit as to time, future growth, population loss, or desegregation efforts.

Upon approval of the settlement agreement, those St. Louis County school districts who presently have a 25% or greater black pupil enrollment (seven in number) would be immediately relieved from any obligation to participate in the alleviation of segregated education conditions (including faculty hiring obligations), except as to magnet schools and/or recruitment. Would this not create exempt enclaves which could result in increased bussing of students between the remaining plan participants?

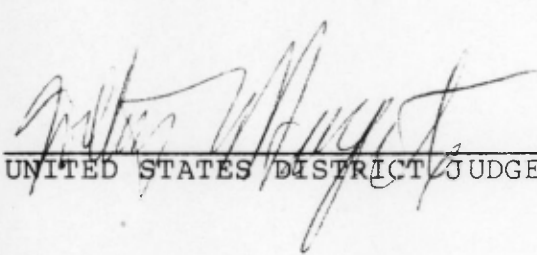
Additionally, the plan invokes a "best-qualified" standard as an exception to the affirmative action hiring goals contained in the agreement. This standard could potentially provide approval for schools having no black administrators, no black teachers, and no black support personnel. The phrase "best qualified" has a familiar ring -- like "separate but equal," which is no longer constitutionally permissible.

There is a fifteen-page summary (Section IV) and a 270-page appendix pertaining to programs for the improvement of the quality of education in the St. Louis public schools. This Court is proud of its Committee on Quality Education which was first established on May 13, 1982. The Court commends the parties' recognition of the importance of the concept of improvement of quality education in the St. Louis City schools. However, no party agrees or disagrees with the summary and appendix regarding such quality education programming. In that spirit, the Court has neither approved nor disapproved that

portion of the detailed implementation plan. In similar situations, Missouri's Judge James D. Clemens advised attorneys that if they could decide what they want and ask for it, he would then be in a position to rule.

The Court appreciates the parties' recognition in Section IV of the Settlement Agreement of the "importance of the concept of the improvement of the quality of education in schools in the City of St. Louis and their responsibility to submit specific provisions concerning same to the Court." This Court's consideration of those appendix proposals will await their submission on an individual program basis, complete with cost estimates and the opportunity for interested parties to comment thereon prior to approval or disapproval of the proposed program by the Court.

Dated this ~~28~~²⁹th day of April, 1983.


UNITED STATES DISTRICT JUDGE