

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

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)

~~FILED~~

~~APR 22 1983~~

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

MOTION OF ST. LOUIS TEACHERS UNION LOCAL 420  
AMERICAN FEDERATION OF TEACHERS TO INTERVENE AS TO  
REMEDY AND OBJECTIONS TO APPROVAL  
OF PORTIONS OF THE PROPOSED SETTLEMENT AGREEMENT

A. Comes now the St. Louis Teachers Union, Local 420, American Federation of Teachers, (the "Union"), applicant for intervention, which objects to portions of the proposed Settlement Agreement (H(2217)83) and respectfully moves the Court for an Order permitting it to intervene as a party-plaintiff as to the remedy as it pertains to the rights of teachers and other school employees represented by this Union in this action and permitting it to file the Complaint for intervention herein;

B. In the alternative, the Union moves that, if its Motion to Intervene prior to approval of the remedy is denied, that the Court enter its Order permitting the Union to intervene post approval and participate as a party in all matters thereafter pertaining to the implementation, application and administration of the remedy as it pertains to the teaching and other school staff represented

by the Union, and that this Court further order that a representative of this Union be a voting member of the Voluntary Interdistrict Coordinating Council, or any other coordinating body established under the remedy;

As grounds for this Motion, the Union states:

1. The Union is an unincorporated labor organization organized for the purpose of representing employees of the Board of Education of the City of St. Louis, Missouri, (the "Board") a plaintiff herein, in regard to their wages, hours and other terms and conditions of employment. The Union's membership is comprised of and it represents approximately 4,500 employees of said Board who will or may be affected by the proceedings in this cause. A majority of the Union's membership, and the employees it represents, are black, and therefore victims of the discrimination giving rise to this cause. The goals of this Union include to preserve, protect and foster equal employment opportunity for its members and the employees it represents and to eradicate racial discrimination in employment against them.

2. The plaintiff, St. Louis Board of Education, has recognized the Union as the employees' representative in three bargaining units to-wit: as the majority representative for all teaching and certain other certificated personnel of the St. Louis Public Schools; as the exclusive bargaining representative for non-certificated personnel of the St. Louis School System in the classifications of Teacher Aides, Book Clerk Treasurers, School Nurses, Security Officer I and Security Officer II; and as the exclusive bargaining representative for the Secretarial and Clerical employees of the St. Louis School System.

3. A majority of the teachers and staff in the St. Louis School System represented by this Union are black, this disproportionate ratio being, in part, caused by discriminatory practices by the County school districts which are the basis of this cause of action.

4. The full participation, cooperation, and confidence in the fairness of the desegregation plan by teachers and other school staff is necessary for the success of the desegregation plan.

5. The Board has compiled a Policy Statement covering employees in the bargaining unit covering teaching and other certificated personnel following a series of meetings and discussions held between representatives of the Board and of the Union. A full and complete copy of the said Policy Statement currently in effect from July 1, 1981 through June 30, 1983 is attached hereto and incorporated by reference for all purposes as Exhibit "A". This Policy Statement was adopted by the Board at a duly constituted meeting held on September 8, 1980. Similar Policy Statements comprehensively covering the wages, hours and working conditions of the employees in the other two recognized units were similarly negotiated and adopted by the Board at its September 8, 1981 meeting and are in effect from July 1, 1981 through June 30, 1983. The Board and Union will soon begin meetings for the purpose of discussions/bargaining for successor agreements for all three bargaining units.

6. Article II of the Policy Statement covering teachers and certain other employees (Exhibit "A" hereto) provides that the Board shall meet on request with the Union, and "shall confer on and fully discuss with an intent to reach an understanding

on all matters related to wages, hours, and other conditions of employment for employees". Article IV of said statement provides that the Board shall take no action during the period to which the Policy Statement relates "which is inconsistent with any item in this Policy Statement", and further provides that the Board: "shall make no changes without having given advance notification to the Union at the same time that the Board is in receipt of such notification which would allow sufficient time for discussion thereon prior to action by the Board and/or any standing committee of the Board if such discussion is requested by the Union". Similarly worded provisions are included in the Policy Statements for the other two bargaining units represented by the Union.

7. Numerous provisions of the Settlement Agreement submitted to this Court in this cause on March 30, 1983, will or may affect, impinge upon and/or interfere with the wages, hours and working conditions set forth in the aforesaid Policy Statement (or the successor agreements), or upon subjects for discussions/bargaining between the Board and the Union including, inter alia:

a. Teacher/Student ratios, covered in Part IV Paragraph 2 (P. IV-2) of the Settlement Agreement are covered by Article XXIII (p. 42) of the Policy Statement pertaining to Teachers (Exhibit A);

b. Performance evaluation covered by Part IV Paragraph 2 (P. IV-4) of the Settlement Agreement is covered by Article XVII D (P. 25) of the aforesaid Policy Statement;

c. The provisions of Part IV Section 3 of the Settlement Agreement (P. IV-4) in regard to an effective schools model cover matters pertaining to the improvement of educational quality in



-3-

the St. Louis School System which are dealt with extensively in Articles XX and XXI (pp 32-41) of the Policy Statement (Educational Considerations);

d. The special provisions for non-integrated schools (Settlement pp. IV-13 - IV-15) cover many matters dealt with in the educational considerations provisions (Articles XX and XXI) of the Policy Statement, and will or may also impinge upon the seniority and transfer rights of teachers governed by Articles XIV, XV and XVI of the Policy Statement (Policy Statement pp. 18-23);

e. The provisions for teacher transfers and exchanges found in Part VI, Section 4 of the Settlement (pp. VI-4, VI-7) will or may impinge upon seniority, assignment, and transfer rights set forth in Articles XIV-XVI of the Policy Statement, upon the provisions for special salary and benefits (Policy Statement Article XIII), and on the general provisions as to salary and rates of pay (Article XXIV and Appendicies C to E of the Agreement).

f. The provisions of Part VI, Section 4 (pp. VI4-7) as to teacher transfer may not only impinge upon the aforesaid provisions of the Policy Statement, but may also permit the School Board to establish unilaterally, or by agreement with County school districts, policies which are now the subject of discussions between the Board and this Union, thus circumventing the agreement and the Board's obligation to discuss such matters with the Union.

g. The provisions of the Appendix of the Settlement Agreement entitled "Improvement of the Quality of Education

Throughout the St. Louis Public Schools...", "which Part IV of the Settlement Agreement summarizes, similarly for the reasons stated above, interferes with, impinges upon and may affect many subjects of bargaining/discussions between the Board and the Union, including matters covered by the Policy Statements currently in effect, and establishes matters unilaterally which should be established following discussions between the Board and the Union.

8. In addition to interfering, or potentially interfering, with the Union's representation rights, the Union, its members, and the School Board employees it represents are potentially harmed, and are aggrieved: by the failure of the proposed settlement to contain any provision for the permanent transfer of black St. Louis School teachers desiring such transfer to job openings in the St. Louis County districts; by the Settlement's failure to require that such City teachers placed on involuntary leave or terminated due to the City School Board's financial plight be given preference for job openings in the County districts; and by the Settlement's failure to establish any coordinated procedure for the hiring of black City teachers by the County districts. In particular:

a. A majority of the teachers in the St. Louis School System, as alleged above, are black, this disproportionate ratio being, in part, caused by discriminatory practices by the County school districts which are the basis of this cause of action.

Any remedy must take the legitimate rights of these teachers and staff into consideration, and must not result in the loss of equal employment opportunities for them, if, as is possible, implementation of the desegregation plan ultimately results in a reduction and loss of jobs in the city schools.

b. Approximately 462 tenured teachers of the St. Louis School Board are currently on involuntary leave of absence as a result of the reduction in force effective July 1, 1982 caused by the City School Systems financial distress. Approximately 62 probationary teachers are also on leave; approximately 258 probationary teachers were terminated as of June 30, 1982; and approximately 212 non-certificated employees (para-professionals and secretarial/clerical), all being members of and/or represented by the Union, were also placed on leave in the same time period all due to the City School Board's financial situation. The Settlement Agreement in effect acknowledges that the City School Board's financial plight, which caused the aforesaid reductions and terminations, is a result of the unlawful discriminatory practices giving rise to this cause of action which must be eliminated to eradicate the last vestiges of discrimination. (See "provisions for a full Complement of Staff" Settlement Agreement pp. IV-5-7).

c. Although Part IV, Sections 2 and 4 of the Settlement are concerned with restoring the staff cuts in the City Schools, and the need for additional teachers to improve the quality of the St. Louis Schools, those provisions (see, e.g., p. IV-3) also acknowledge that the actual need for additional teachers and staff could be substantially reduced due to student transfers to the County districts under the desegregation plan. Given the vagueness of the Settlement Agreement on these matters, it is possible that a substantial number of teachers placed on leave, or terminated probationary teachers, will not be reemployed at all, or that the actual number of teachers employed by the St. Louis School Board will decline if the maximum number of

black city school students permitted under the plan exercise their right to transfer to County school districts.

9. The provisions of Part VI of the Settlement Agreement pertaining to faculty are inadequate and deficient to eradicate past discrimination, and fail to recognize the legitimate employment rights of black city teachers and other school board personnel. The Union, and the employees and members it represents, are aggrieved thereby, because:

a. The Settlement establishes a goal of only 15.8% black teachers in the work force of each school district (the basis of this figure not being set forth in the Settlement), although the Settlement establishes a goal of 25% black student enrollment. The 15.8% goal is inadequate. The staff goal should be the same as the student desegregation goal.

b. The Settlement does not contain any provision giving hiring preference to black teachers currently employed by the St. Louis Board or to the black teachers, including probationary teachers, who were placed on involuntary leave of absence or terminated solely due to the City Board's financial condition. It is imperative that any settlement give hiring priority to these teachers and that the Settlement establish centralized procedures for hiring so that their rights are not encumbered by the need to file numerous duplicate applications and to comply with varied administrative procedures in each school district in order to obtain employment;

c. The Affirmative Action Plan staff hiring ratio p. VI-2) is inadequate. The school districts should be required to hire a majority of black applicants until the hiring goals are met.

d. The provision of Part VI E-2 permitting school districts to use the "best qualified" standard for hiring must be deleted from the Settlement Agreement. The use of this standard has historically been used as a pretext for racial discrimination. The only standard permitted should be that a teacher be adequately qualified for an open position under applicable state certification standards. Further any city teacher applying for a position in a county district comparable to the position that the teacher currently holds in the City, or held before being placed on leave or terminated due to the City Board's financial condition, must be deemed qualified for the County district opening.

e. The provisions of Part VI G of the Settlement excusing School districts from all hiring requirements if a district meets the goal of 25% black students must be deleted. Black teachers are also the victims of the discrimination which is the basis of this suit; and that a County district has desegregated its student population must not relieve it of the obligation to eradicate the vestiges of discrimination against black teachers and staff as well. Further, successful desegregation in the county districts requires that the black students participating in the desegregation effort be in schools having black as well as white teachers to maintain a desegregated school environment.

f. The Settlement agreement fails to make any provision requiring the County districts to hire black staff other than teachers. To eradicate the vestiges of discrimination the County districts must be required not only to hire black teachers but support staff as well. Goals must be established for such hiring.



g. The provisions for teacher transfers in Part VI-I (p. VI-4) of the Settlement are inadequate because they fail to provide for the permanent transfer of black City teachers desiring it to job openings in the County. To eradicate the impact of past discrimination, the Settlement Agreement must contain provisions for the permanent transfer or hiring of black city teachers by the County districts with full credit for all purposes, including tenure, for their years of employment by the City Board. Only permanent transfers, not temporary transfers as permitted by the Settlement Agreement, (p. VI-4) should be counted in determining whether a County district has met its hiring goals. Further, as alleged above, the details of personnel matters pertaining to both temporary and permanently transferred teachers should be developed through discussions between the Board and the Union rather than being unilaterally established by the Board and embodied in this Settlement Agreement.

h. The evaluation of transferred teachers should not be left to the mutual agreement of the home and host districts as permitted by Part VI, I, b xii (p. VI-6). Evaluations should be in accordance with the procedures and standards of the home district and subject to review by the home district. Disciplinary action must be imposed by the home district only.

10. The provisions of Part IX of the Settlement pertaining to administration, establishing the Voluntary Interdistrict Coordinating Council, are inadequate because they fail to provide for teacher representatives as voting members on the Council and fail to provide for a racial balance on the Council.

Teacher representation on the Council, and racial balance thereon, are essential for success of the desegregation effort.

11. The applicant Union should be permitted to intervene as a party plaintiff as to the remedy in this action on the following grounds:

a. The Union has a substantial interest in the subject matter of this action because the Union, its members, and the St. Louis School Board employees it represents, are aggrieved by the discriminatory practices which are the basis of the cause herein; and any remedy herein must eradicate the vestiges of discrimination in employment against the employees and membership whom the Union represents;

b. The remedy in this cause covers, or potentially covers and impinges upon, many subjects which are subjects of bargaining/discussions between the Board of Education and the Union, including subjects covered by the current (or successor) Policy Statements between the Board and this Union; and the remedy may as a practical matter impair or impede this Union's ability to protect its interests, those of its membership, and the employees it represents, in regard to their wages, hours and terms and conditions of employment and the eradication of employment discrimination which is one of the Union's goals.

c. The Union's interest is not adequately represented by the existing parties to the suit in that:

1. The existing plaintiffs represent only the interests of parents, or students, or of the Board of Education of the City of St. Louis, but none of them represent the interests of teachers and other staff whose rights are affected hereby

and whose participation is necessary for the success of the desegregation effort. The interests of the teachers and staff in the remedy are separate and distinct from those of parents, students, and of the Board of Education which represent management, not employee, interests.

2. After the terms of the proposed Agreement in Principle H(2143)83, dated February 22, 1983, were made public by this Court, the Union drafted a position statement (Exhibit B), which, pursuant to Court order, was filed on March 9, 1983, with this Court and on all parties and other groups on the Courts official mailing list. By letter dated March 1, 1983, (Exhibit C hereto attached for all purposes) the Union directly submitted an advance copy of this position paper to the St. Louis Board of Education before it was filed with the Court and requested a meeting with the Board over the terms of the Settlement. The Board did not respond to the Union's request, and no such discussions have in fact taken place.

3. Comparison of the Settlement Agreement now pending before this Court with the Position of this Union submitted to all parties establishes that the concerns of this Union as stated in its Statement of Position, and as reasserted in this Motion, have been virtually ignored and sub silentio rejected by the current parties hereto.

4. The currently established Coordinating Committee for Voluntary Desegregation has a voting representative of the Union on it, but the views of said representative on teacher issues are routinely rejected by the majority on said Committee, who represent school board interests; e. g. a majority of said

Committee approved a resolution submitted to the Court supporting the Agreement in Principle H(2143)83) which the Union representative on the Committee voted against, and the Committee refused to attach the Union's position paper setting forth its objections as a minority report in the Committee's report to this Court (See Exchange of Correspondence Exhibit D-1, D-2, and D-3 attached and incorporated for all purposes).

d. This application for intervention as to the remedy is proper and timely in that:

1. The interests of this Union, its members and the employees it represents were adequately represented by the current plaintiffs at the liability stage of the proceedings herein, and there was no need to request intervention at an earlier stage prior to the time that the Union became aware that its interests were no longer being adequately represented at this remedy stage;

2. (a) That the Union has acted promptly in protecting its rights, and those of its members and employees it represents, at the remedy stage by filing on February 18, 1983 a Motion for Leave to File Suggestions in Regard to the Proposed Settlement in Principle before it was made public (a copy of said Motion is attached as Exhibit E for all purposes), which Motion was denied by this Court on February 22, 1983 H(2140)83; and by promptly thereafter filing its Position Statement with this Court after the Court's Order of March 2, 1983, H(2159)83 as amended permitting all interested parties to file such statements.

(b) The Union promptly filed the Motion herein when it became apparent, due to the St. Louis School Board's failure to enter into discussions with this Union as to the settlement, and

by the terms of the proposed Settlement Agreement when they were publicly revealed and became available, that the interests of this Union, and the members and the employees it represents, were not being adequately represented by any of the current parties hereto.

WHEREFORE, the Union applicant for intervention respectfully objects to the proposed Settlement Agreement and moves the Court for an Order permitting it to intervene as a party plaintiff in this action as to the remedy as it pertains to teacher and staff rights and allowing it to file the attached Complaint and further respectfully moves that it be granted the right to participate fully in all matters pertaining to the appropriate remedy herein before any remedy is finally approved by the Court, and on the disposition of all issues pertaining to the remedy before this Court; or in the alternative that the Union be permitted to intervene as a party after approval of any remedy and participate fully thereafter in the implementation, application and administration of the remedy including voting membership on any coordinating council established thereunder; and for any and all other proper relief.

Bruce S. Feldacker, P. C.

By Bruce Feldacker  
Bruce S. Feldacker  
Attorney for Intervenors  
St. Louis Teachers Union, Local 420  
American Federation of Teachers  
705 Olive, Suite 500  
St. Louis, MO 63101

Lawrence A. Poltrock  
Michael Radzilowsky  
Attorneys for American  
Federation of Teachers  
221 N. LaSalle Street, Suite 2600  
Chicago, Illinois 60602



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

*Policy statements previously filed is attached to this H(2305)83 Motion (not copied)*

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)

**FILED**

APR 22 1983

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

STATEMENT OF ST. LOUIS TEACHERS UNION  
IN REGARD TO PROPOSED SETTLEMENT

The St. Louis Teachers Union, Local 420, American Federation of Teachers, the recognized representative of teachers and certain other employees of the St. Louis Board of Education, pursuant to the court's Order of April 8, 1983 (H(2276)83), requests that the proposed Settlement in this matter of the employees the Union represents in its current form. The settlement, and adequate for the employees whom the following reasons:

*Scan  
(but, if possible, make the handwriting in upper rt. corner of p. 1 before scanning.)*

1. The Union hereby adopts as for all purposes its detailed objection in the "Motion of St. Louis Teachers Federation of Teachers to Intervene for Approval of Portions of the Proposed Settlement" (copy attached hereto);

2. The Settlement Agreement should not be approved in current form because numerous provisions of the Agreement will or may affect,

impinge upon and/or interfere with the wages, hours and working conditions set forth in the Policy Statements (or successor agreements) in effect between the St. Louis Teachers Union and the Board of Education of the City of St. Louis, or upon subjects for discussion/bargaining between said Board and this Union. Examples of said potentially conflicting provisions are set forth in paragraph 7 (p.4) of the Union's Motion to Intervene, incorporated herein by reference. Any settlement must expressly preserve employee rights established in these Policy Statements to the extent not inconsistent with the express provisions of the Settlement, and indicate that the Settlement is not intended to foreclose bargaining/discussions between the Board and this Union as to wage, hour, and other terms and conditions of employment not specifically addressed in the Settlement, or as to the implementation of the Settlement. As an additional example, the Union opposes the provisions for a one-time bonus for teachers taking part in transfers (Part VI, Ib, xv) because the appropriate financial conditions should be determined through discussions/bargaining between the Board and this Union rather than imposed by the Settlement, and because such incentives should be unnecessary and are not available to all teachers.

3. The Settlement should not be approved because it does not contain any provision for the permanent transfer of black St. Louis School teachers and other staff desiring such transfers to job openings in the St. Louis County districts; because the Settlement fails to require that such City teachers and other staff who have been previously placed on involuntary leave or terminated due to the City School Board's financial plight be given preference for job openings in the County districts; and because the Settlement fails to establish any coordinated procedure for the hiring of black teachers

and other staff by the County districts. The black employees of the School Board represented by this Union, as well as the students, are victims of discrimination, and any remedy must vindicate their rights and eradicate the vestiges of discrimination against them. The proposed Settlement fails to accomplish this goal. These objections are covered in detail in paragraph 8 of the Union's Motion to Intervene (p.6) and are hereby incorporated by reference.

4. The Union objects to the Settlement Agreement because the provisions of Part VI pertaining to faculty are inadequate and deficient to eradicate past discrimination, and fail to recognize the legitimate employment rights of black city teachers and other School Board personnel. The detailed basis for this objection is set forth in paragraph 9 (p. 8) of the Union's Motion to Intervene, incorporated herein by reference. As set forth therein, the hiring goal of a 15.8% black teaching staff is inadequate; the settlement must provide for hiring not only black teachers but support staff as well; and a County school district must not be excused from meeting its hiring goals, as the Settlement would permit, simply because the student desegregation goal is met. The settlement must eradicate discrimination against black faculty and staff as well as students.

5. The Union objects to the Settlement because the provisions of Part IX pertaining to administration, establishing the Voluntary Interdistrict Coordinating Council, are inadequate because they fail to provide for teacher representatives as voting members of the Council and fail to provide for racial balance on the Council, as

set forth in paragraph 10 of the Union's Motion to Intervene incorporated herein by reference.

Respectfully submitted,

St. Louis Teachers Union, Local 420

Lawrence A. Poltrock  
Michael Radzilowsky  
Attorneys for American  
Federation of Teachers  
221 N. LaSalle, Suite 2600  
Chicago, Illinois 60602

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

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Statement of St. Louis Teachers Union in Regard to Proposed Settlement was mailed U. S. postage prepaid, this 22nd day of April, 1983, to all those named on the Court's mailing list for Liddell v. Board of Education, No. 72-100C(4).

Bruce S. Feldacker  
Bruce S. Feldacker



LAW OFFICES

BRUCE S. FELDACKER, P.C.

ATTORNEY AT LAW

705 OLIVE STREET - SUITE 500

ST. LOUIS, MISSOURI 63101

AREA CODE 314-231-2970



BRUCE S. FELDACKER  
LINDA KRUEGER MACLACHLAN

M. BARRY FORMAN

OF COUNSEL

APR 22 1983

EVON WENDENBALL, JR.  
U. S. DISTRICT COURT  
E. DISTRICT OF MO.

April 22, 1983

Clerk of the Court  
United States District Court  
Eastern District of Missouri  
United States Court House  
114 Market Street, Room 302  
St. Louis, Missouri 63101

RE: Craton Liddell, et al, Plaintiffs v. The Board of Education  
City of St. Louis, State of Missouri, et al., Defendants  
Cause No. 72-100C(4), Appearance at Fairness Hearing

Dear Sir:

I am the attorney for St. Louis Teachers Union Local 420,  
the recognized representative of employees of the St. Louis Board  
of Education.

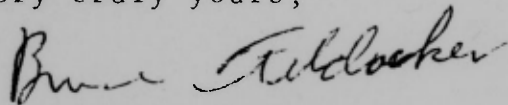
This is to advise you that Attorney Linda MacLachlan from  
my office will appear on behalf of the Union at the April 28th  
hearing in this matter to state the Union's position on the proposed  
settlement. The Union supports Inter-district desegregation in  
principle. However, at the hearing, we will oppose certain portions  
of the proposed settlement because they adversely affect the rights  
of the teaching and other employees whom the Union represents in  
that: the Settlement fails to adequately protect the Union's  
representative and contractual rights established under Policy  
Statements in effect between the Board of Education of the City of  
St. Louis and this Union; the Settlement fails to provide for the  
priority hiring of black city teachers and other staff desiring it  
to job openings in the County; the employment provisions of the  
Settlement Agreement are inadequate and deficient to eradicate past  
discrimination against black employees of the St. Louis School  
Board; and the provisions establishing the Voluntary Inter-district



Coordinating Council fail to provide for teacher representation and racial balance on the Council.

These objections are set forth in greater detail in the Union's Motion to Intervene currently pending before this Court and also in the Statement of St. Louis Teachers Union in Regard to Proposed Settlement filed this date.

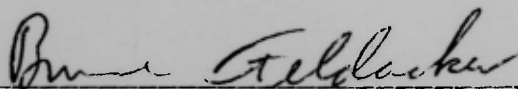
Very truly yours,



Bruce S. Feldacker

BSF/nmc

I hereby certify that a copy of the foregoing was mailed U. S. postage prepaid this 22nd day of April, 1983 to all those on the Court's mailing list for Liddell v. Board of Education, No. 72-100C(4).



Bruce S. Feldacker

cc: Evelyn Battle White, President  
St. Louis Teachers Union Local 420  
5958 Elizabeth  
St. Louis, Missouri 63110

Michael Radzilowsky  
Attorney for American Federation  
of Teachers  
221 N. LaSalle, Street, Suite 2600  
Chicago, Illinois 60602