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The Effect of the Voluntary Desegregation Program Upon Thorndell School

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Preface

THE EFFECT OF THE VOLUNTARY DESEGREGATION
PROGRAM UPON THORNDELL SCHOOL

Diane Murrey



A Digest Presented to the Faculty of the Graduate
School of Lindenwood College in Partial
Fulfillment of the Requirements for the
Degree of Master of Education

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Digest

This paper is a study and description of how one school was affected by and involved in a court mandated desegregation program. The thesis deals with the teachers and how their lives were affected with the introduction of the mandate.

The fourteen teachers interviewed had been in the Thorndell School for many years and, thus, were able to be an integral part of the newly instituted program. They were able to give candid descriptions of the changes at the school with the full knowledge of "how it had been" as well as "how it is now."

These teachers, as the study indicates, have found methods of coping with problems that arose and have offered some concrete suggestions for improving the program.

THE EFFECT OF THE VOLUNTARY DESEGREGATION
PROGRAM UPON THORNDOLL SCHOOL

Diane Murrey

A Culminating Project Presented to the Faculty of
the Graduate School of Lindenwood College in Partial
Fulfillment of the Requirements for the
Degree of Master of Education

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Preface

This paper is about one more problem teachers have to face. It is an inside-out look at how 14 teachers deal with the tensions and frustrations, the pulls and the dilemmas they meet daily as a result of a top down decision.

When faced with a court mandate on voluntary desegregation issued to the St. Louis County School Districts, the teachers at Thorndell School formed attitudes, had concerns, anticipated problems and had their teaching lives changed. They were given little information to help them handle this new arrangement. The teachers faced the problems squarely and differently. But face them they did. By experimenting, and with diversity, they found paths to some successful solutions.

This paper, then, is an account from the teachers as to how their lives and attitudes were formed and changed with the introduction of a new and challenging court mandate. This participant observation research follows those teachers through

the first several years of desegregation at Thorn-dell School. Since I am one of those teachers, I, too, have shared in the excitement, apprehension, and frustration. I have seen glimpses of brilliance as teachers dealt with problems of volatile and hostile parents, administrators, and children.

Although it is teachers who have the closest and most intimate exposure to children, and in many cases the most influence upon them, they are frequently given the least amount of input in to educational dictates. Everyone, it seems, has a suggestion for teachers; we are inundated with advice. Recently, a daily newspaper filled its editorial section with helpful comments: "Remove the Drudgery from Our Schools," "Teach Civics in Our Schools," and "Bring Quality Back to Our Schools" (St. Louis Post-Dispatch, Jan. 18, 1985).

We know that the willingness and ability of educational administrators, as well as business and political leaders, to deal with the mounting problems in the schools today shape the social and economic landscape for generations to come. But let's not forget teachers as major contributors as well. Outside solutions and suggestions offered by editorials, administrators, legislators, judges, and parents frequently give little credit or op-

portunity for teachers to help "work out" problems. Yet it is the teachers who must face these problems "head on." One frustrated teacher was heard to say, "Today, if a child is a success, it's an accident, and if he doesn't succeed it's the teacher's fault" (Davidson, June 30, 1985, Sec. 5, p. 1).

The Thorndell staff deserves a great deal of credit for dealing with a difficult problem, the mandatory desegregation appeal reversal, issued by the 8th U.S. Circuit Court of Appeals on March 3, 1980, which ordered immediate desegregation. (See Appendix C.) It is my intention, therefore, to relate some of their attitudes, pressures, and concerns as these teachers encountered the problems and progress of the project passed to them by legal mandates.

Introduction

A substantial part of the information used in this paper was received through formal interviews with the teachers of Thorndell School. It is the perspective of each teacher to the same situation about which I was primarily interested. I have tried to determine, through the eyes of the teachers, how each was influenced by the court mandate, and as a result of these influences how each may have changed as a classroom teacher and a human being.

At Thorndell, there are 14 classroom teachers as well as specialists in art, music, and physical education. I chose to interview only those teachers who had been at the school since the original desegregation mandate because they, I felt, had a clearer perception of the overall changes which might be apparent in the school.

In the interviews, I posed a number of questions to the teachers (see Appendix B), to which I received what I believe are honest, frank, and

sometimes surprising answers. I inquired about anticipated changes in the school which might be forthcoming with the court decision. I asked about testing, grade placement, retentions, and learning styles. Parental attitudes and expectations, teacher attitudes and conflicts, and the advantages and disadvantages of the program were discussed at length.

Perhaps among the most interesting data gathered had to do with the dilemmas which faced many of the teachers. The trade offs they felt compelled to make, given this new environment in which they found themselves, forced teachers to make decisions heretofore not considered.

During the interviews, it became obvious that most of these teachers felt a total commitment to the program of desegregation and to the children, all of the children in the school. The candor with which teachers discussed their feelings about the program and how it could be made successful was most gratifying.

I: The District and Thorndell School

Thorndell is situated in a wealthy, commercial, high rise community that has been able to retain pockets of residential areas throughout its boundaries. Most of the homes are quite lovely and expensive, so much so that many young families have not been able to afford the steep prices needed to purchase property there. Hence, many of the residents are older, with children already educated and gone from the family home. There are some apartments and luxury condominiums and some small areas with blue collar workers in residence; but most of the residents are well educated, professional people.

Set amidst the crowded streets and commercial businesses of the metropolitan area lie two universities and a theological seminary, lending an academic flavor to the community. "Academic excellence" is the byword for the people of this community, with 95% of its public high school graduates going on to college. The reputation for wealth, progressive thought and intellect is well known and widespread

throughout the state. Naturally, the school system is expected to reflect this excellence. Thorndell's district has been noted as a "lighthouse" district in the world of education for many years.

The public schools in this district consist of three elementary schools, one junior high school (grades seven and eight), one high school, and an administration building as well as some day-care and early childhood facilities. In addition, there are three religiously affiliated elementary schools and a Catholic high school here.

The newest school in the district is Thorndell. One can catch a glimpse of the care with which the "new" building was conceived from the description of one of its long time teachers. Mrs. Lawrence has been at Thorndell for many years--"at least 25," she states.

The old building became structurally defective. Not only was it too small, but the structure was deteriorating to the point where an entirely new building would have cost almost the same as repair. For the first time in many years a new elementary school was built, and it was a very exciting situation in that it was built while we were in school in the old building next door. We were able to watch the progress very closely--and hear it--particularly those of us who were on the east end of the building. The children were very much a part of the whole process and were quite inter-

ested in what was going on. We had an extremely enthusiastic principal who watched every nail and every piece of concrete that went into this building. He seemed to supervise it and was very proud of it.

This "exciting building" was really just that. A totally new design and educational concept was developed jointly by the principal and architects and was readily accepted by the Elm community.¹ The building was designed as an open space school with an architectural plan which provided for flexibility in the location of instructional areas, ease of movement of students from place to place, and visibility of the entire instructional area.

The new building was designed to accommodate 350 students in an area of approximately 49,000 square feet. The academic area for kindergarten through grade six is on the upper level. Class areas for grades four through six are contiguous to the central library called the learning resource center--affectionately known as the LRC. The lower level houses the cafeteria-auditorium, gymnasium, art and music rooms, nurse's office, counselor's office, the school office, and an administrative area.

The transfer from the old building to the new

one received a great deal of attention. News media and cameramen were shouting directions at the children and each other on the day we officially moved. A long parade of children walking with tote trays in hand, in the middle of winter, led by their proud principal, was reminiscent of the Pied Piper and was quite a sight to see.

The children still remember fondly the flurry of excitement that took place on that very special moving day. Teachers remember as well, but with some mixed feelings. Change, it seems, is never easy. Mr. Bowen recalls the transition: "The carpet wasn't even down over here. We didn't have all of our furniture so we just sort of sat and made the best of it." Mr. Drury made this succinct observation: "We made the transition very simply. We came back after a December holiday and the new building was almost ready. We walked from the old building into the new building with the children."

Mrs. Lawrence recalls the transfer:

The building was due to be finished so that we could start school in September, but as with lots of large construction projects, this building was not finished. So when we left for winter break, we were moved into the new building, not having had school there yet. When we came back from our break we started

school in the new building. During the month of January that year, it was rainy and damp outside and the building was quite attractive and warm. People came wandering in here to look around and admire this beautiful building. It was a warm and pleasant place to be, thank goodness, since we were confined to the inside with the children during this rainy weather.

Through the years the school has remained attractive and warm. When one enters the lobby of the school, one is struck by the open, airy, and casual cordiality. There are bright, colorful drawings done by some of the children hanging on the brick walls. An aquarium with fish dodging the fingers and knocks of small brothers and sisters waiting for moms who have dropped off an older sibling stands against the wall.

Sitting on three butcher block benches located around the lobby are parents and teachers chatting with coffee cups in hand. The hubbub continues as several children file into the office to gather information of the day's activities or to ask Miss Joan, the school secretary, if there are any tennis balls to be borrowed. (She usually has several unless they're all on the roof and Mr. Jim, the custodian, hasn't retrieved them yet.)

Most children are on the playground swinging

on the ropes or sliding down several slides. A few of the more athletic boys have started a soccer game and, of course, the tennis balls are being thrown against the school walls.

Since most of the children live in the area and walk to school,² there is relatively little traffic in front of the building where a sixth grade crossing guard is attending to children needing help in the crosswalk. Then the buses arrive. The voluntary transfer students from the city are arriving to join the rest of the children on the playground before the school day begins. Mrs. Green, an aide at the school, mentions:

This is one of the few times during the school day that I really know that a voluntary transfer program is in effect. When all of the children getting off of the buses are black, it seems unnatural, and I get an uncomfortable feeling.

Since 1981, when the City of St. Louis developed an educational plan for voluntary, cooperative desegregation, Thorndell School has been a part of the voluntary transfer program. In an effort to give equal access to resources to all students, this mandate to fulfill a constitutional obligation began operating at "our" school.

Since its inception, the desegregation plan has

been a source of many questions from both parents and teachers. How has the desegregation mandate affected those of us at Thorndell, including the children who chose to join us?

Not only was a commitment required from the schools involved with the court decision, but there had to be a substantial commitment made by the families and children from the city who made the decision to leave their area schools to join another community, frequently alien to theirs. Surely there were ramifications from their end. Were they ostracized by their local friends and neighbors? How hard was it, even if the chosen school was friendly and filled with well-disposed and helpful students and teachers? It couldn't have been an easy undertaking to venture into a different world, a different culture. The city students had to develop a number of different strategies for dealing with new and initially stressful situations. As these situations arose, much strength and patience were required.

Once the family decision was made to participate in the voluntary transfer program, a long and tedious process lay ahead. Not more than one year in advance, any family interested in participating

in the city-county student transfer must call the Voluntary Interdistrict Coordinating Council (VICC), whereupon an application is sent as requested. On the application one must list three choices of county schools to be attended. The placements are made on a first come, first served basis so early requests are encouraged.

When a school district placement has been made, the voluntary transfer student must then follow all procedures of the given district. There will be testing, interviewing, screening and, ultimately, grade placement. The school district, in conjunction with VICC, determines a bus schedule. Then the students may begin this new venture. No doubt there are fears and trepidation on the first day of school for any family going through this long and complicated process.

The teachers at Thorndell had fears and apprehensions, too. They anticipated, for a variety of reasons, problems not obvious in this school before the new transfer program was instituted.

In her book, The Black Child: A Parent's Guide (1973), Phyllis Harrison-Ross comments:

It's essential that blacks (and whites) develop as many skills as possible in order to adjust to the world community

(not just in the United States). And one of the most important skills is to be able to look at a person who is physically different from you and see that person for everything he is. Not as what you imagine him to be. And not as what he wants you to see him as. But as he really is. (p. 179)

Some period of time, then, and some adjustments were certainly required for the teachers at Thorndell, with their tenuous attitudes, to begin to see the desegregation students as "they really are."

II: Teachers Anticipate Problems

One of the questions asked of the teachers during the interviews was, "Did you anticipate any problems or changes with the introduction of the desegregation mandate?" Only Mrs. Pond, the special district teacher, responded negatively: "No, I didn't really anticipate any problems with the court decision."

For all of the other teachers, there were questions and doubts. Many of the fears were of an unknown variety. Not knowing what to expect but decidedly certain some things would have to change were among the most frequently reported feelings. Many of the teachers felt that, in hind sight, living through the process was the only way to learn about it. Mrs. Knight comments:

Not having done it before, I had some fears. Everyone was discussing it so I really didn't know what to expect. I guess I was somewhat ambivalent.

Mrs. Bridges responded:

Yes, I thought that there would be some changes but they weren't clearly formu-

lated in my mind as to what they would be. I certainly did think that some changes would occur. Some of it, I guess, was based on a little bit of concern. Some of it was probably unfounded. I had done some substitute teaching before I came here. I taught in the city schools. I saw some situations there that were pretty alarming and certainly didn't want that kind of thing to happen to our school.

Mrs. Booker related:

Well, I was a little leery of it. I assumed that we'd probably have a few problems. Probably in discipline and in communicating with the students. Also with the desegregation children integrating themselves with our children . . . and getting along.

Along with those teachers who weren't sure what was going to happen when the program began, there were those who had definite opinions centering upon problems of discipline. For example, Mr. Bowen felt strongly that the discipline issue would be a real problem:

I didn't think it was going to be an easy transition. There had been a lot of information in newspapers and we had a little forewarning so we planned to see that things, hopefully, would go smoothly. Well, we anticipated the fact that perhaps the children would not be as well prepared as some of our children, perhaps their backgrounds in terms of how to deal with situations might be more of a fighting, streetwise kind of situation, so we had to think of both aspects--behavior as well as education.

Mrs. Rubin had experience in the City system so she felt she had a leg up on the rest of the staff:

I had come from the city school system, where we were much more integrated than we had been at Thorndell. I anticipated that we might have children of a background not as highly cultured as the children in our area--just didn't have the advantages, social advantages, professional parents and so forth. I knew there would have to be some changes in our programs.

Miss Lou and Mr. Drury also fully expected that there would be some changes. No doubt about it. As Miss Lou said:

Yes, there definitely will have to be some changes because of the cultural differences. The kids out here are very wealthy and the kids from the city aren't. That's just the way it is.

"Positively," offered Mr. Drury,

I had a number of questions. In our small district how many applications would we have? How would it influence the caliber of the academic area here?

Miss Simms, a primary teacher, had heard of difficulties that could arise in a desegregated school. She was sure

we would have a different level of discipline that would be necessary and probably there would be a different level of academic progress for our students. From what I had heard from other teachers and friends who had taught these students, I really expected some definite changes.

Mrs. Claiborne, another primary teacher, volunteered her view:

Yes, never having worked with this particular group of children, I thought there would be some unique situations and I was not sure what they would be, but I thought there would be some things that would occur that I was not familiar in dealing with. I was sure that the children would come from a different background from most of the children in our community and come with a different attitude toward learning. They would have to be dealt with differently because their background is different and to throw them into this setting is not always the best. They have not had the same academic background--even in preschool. They also need to socialize with other groups of children and a lot of emphasis would have to be on dealing with others and learning to get along. I was afraid that so much time and energy would be placed on discipline that it would impede their and our academic growth.

Another point of view entirely was offered by a teacher who saw no problems with the desegregation children coming to Thorndell, but rather with the composition of the mandate that eliminated any white children from the city coming into our school as tuition students (see Appendix C). As Mrs. Lawrence vehemently said:

Yes, I had some reservations that this desegregation program would cause us to lose some very outstanding white tuition students, and there was the possibility of some of these students and parents who were outstanding sup-

porters of the school would no longer be an integral part of our school community. I found this to be reverse discrimination and I have grave concerns about this. Because of the rules set down by the courts, we could no longer let these children come to Thorndell.

Pertinent insights on another issue were conveyed by Miss Phillips, our school counselor:

Well, when the program first started it was very different from what it is now. We had some selection. As long as we had some selection among students, we were picking the first group of high interest, highly motivated students, most of whom were black students who were going to private schools anyway. Because of that, we didn't have some of the difficulties that we now have with some of the city kids that are coming in now with lower academic abilities. We anticipated more problems in terms of integrating kids not with the other kids in the lower grades, but with the faculty and the community.

I think there will be other changes. Most of them I think have been a rounding out of a program. We're a building that never had a lower half, or if we did, it was such a small number of kids that we really did not program specifically for them. I think we'll have to start doing that. We will have to spend as much time on remedial needs as we have on enrichment needs. There will be a recognition of need.

Through all of the impending changes, our principal, Miss Wells, remained earnestly concerned, trying hard to bring about the best for all of the Thorndell community. The dichotomies she discussed

are very real:

When I heard about the voluntary mandate I reacted with mixed emotions. I was opposed to an involuntary plan because I knew it would mean the destruction of a fine quality school system. I'd seen that before. Social history has proved that to be ineffective. I saw the voluntary transfer program as an opportunity to grow professionally and personally. I was frightened because I didn't have the skills to deal with an integrated school. We should have done so much more, but that could have been a duo-edged sword. If we made it too big a "deal," it would have created anxiety, but we tried to make it just another day, and in doing so, we may have missed some opportunities. We achieved the desegregation with the least amount of stress, but we didn't do it in a perfect way.

These, then, are some of the feelings the teachers report having before the program even began. Every teacher was willing to tackle the problems head on, knowing full well that there was no way any one person could cope with all of the problems many of the desegregation children would bring with them. For instance, no one could make the fractured family whole. No one could give some families enough money so that a single mother could stay home at night, and not work, to raise her children with enough time to express her tenderness and love. But one problem could be dealt with--one problem. The childing coming to Thorndell would need to know they were cared for. In so doing, in caring, the

teachers at this school made some of the problems the children carried with them less apparent. The worries and fears didn't disappear, but the child's life was made more stable with their introduction to a caring school environment.

III: Changes in Planning

There is no such thing as a neutral educational process. Education either functions as an instrument which is used to facilitate the integration of the younger generation into the logic of the present system and bring about a conformity to it, or, it becomes the "practice of freedom"--the means by which men and women deal critically and creatively with reality and discover how to participate in the transformation of their world. (Freire, 1970)

The next questions asked of the teachers evoked some revealing conversation. To the question, "Have you noticed any changes in your preparations, presentations or testing programs since the desegregation program began?" the responses varied.

Teachers were cognizant of the fact that differences might be apparent when the city children entered their program. Most were also painfully aware of the stereotypes associated with the "city" children. With dogged determination, most of them set about to avoid the "self fulfilling prophecy" trap that Ray Rist comments upon in his article, "Student Social Class and Teacher Expectations"

(1970):

The system of public education in reality perpetuates what it is ideologically committed to eradicate--class barriers which result in inequality in the social and economic life of the citizenry. (p. 449)

It was not always easy to confront situations heretofore unencountered. The teachers at Thorndell, a diverse group, gave the children valuable educational experiences, as the children learned to adapt to different demands and strategies set upon them day to day. The teachers tried to present an integrated, continuous experience toward a common goal, that being to let every student develop and promote his or her own individual qualities and skills essential to the preservation of the democratic way of life--"to discover how to participate in the transformation of their world."

Through the curriculum, most of the teachers tried to make the children aware of their changing world and seemed to agree with Michael Young's (1976) analysis that much of what we hope for in education will not take place in schools, but rather that those involved in education, teachers and children, should learn about the world we live in and know that it is our world to make. As individuals collectively attempt to order their world, in the

process, they produce knowledge (Young, 1976).

Lofty goals these, and not easily attained as we set off to begin our day-to-day contact with our new students. Mrs. Knight didn't think she made many changes in response to the desegregation students, but went on to explain:

I do think my teaching style may have changed somewhat for those particular children, not all of the time, but in some instances I had to change a little bit. I found that their experiences at school were not necessarily the type of experiences that the children who have been here for several years were. I found that a lot of the time, they were lacking the skills that the other children knew; however, even some of the children from the school district were lacking in skills, too, so that's difficult to say.

Mrs. Knight discusses an "attitude problem" on the part of these children that she feels was really a defense mechanism:

I think their attitudes are a little bit different from some of the children here. I think mostly they come with a little apprehension, too, and maybe it gives off an appearance of "I don't care" or stubbornness--which is really not true, but it's just a facade or defense. It's difficult for these kids until they get settled in. We have children who are not deseg kids who need extra help. Most of the voluntary transfer kids do need a little extra help in some subjects. They're not too much different from some of the children already here. Everyone needs a little extra help sometime, and that's

why I'm here. I work with an individual child just as I always have.

Similarly, Mrs. Rubin offered her commentary:

No, I can't say that I've done anything differently in preparation because one always has some slow children and some fast children regardless of where they're from. I don't think I've even made any minor changes. However, in my presentations I do need to slow down the rate at which I'm presenting things. We have had a number of children who are very language deficient. In some cases the language ability is not up to what our kids can do.

As far as testing changes, Mrs. Rubin volunteers:

I don't see any differences in administering tests and I think test results are a matter of individual cases. I don't think I can make a blanket statement about it. It's hard to find a pattern. The [desegregation] children are found in every quartile.

Mrs. Lawrence, always willing to make a comment, discussed at length some of the changes that have had to take place:

The first few years that the program was in effect, I saw no changes in my curriculum. I had to make very few adjustments. Those early children had been tested and had to meet certain district standards. They were just like all the rest of the Thorndell students. However, in the past few years, things have changed. Now, one of the things that I find is that the desegregation children who have come through our school, who started here as kindergarteners, they are much better adjusted. This is their school. They have never been to school anyplace else. The result is they don't

have the adjustment when they get out of the primary grades. For instance, we had three children this year come into our school as intermediate students in my room. They had never been in our program before. Lovely children. But they had some adjustments to make. Social as well as academic adjustments. We cannot require that children meet certain academic standards. [Pause] I understand the philosophy back of desegregation, but typical of anything that's been run by the courts, very little is left to the judgment of the educators as to what's good for the children, not necessarily what's good for the teachers, but what's good for the children. I think very few decisions have been left to the educators. It's strictly something that's been dealt with through the courts. . . . I think many of these children, whose parents send them here by choice, face some adjustments that they were not prepared for as far as our community is concerned and as far as participation in our community activities. They are not a part of the resident population and this is traditionally a resident population.

By the time the children reach the age that I teach, I think there is a better understanding of the language used in the tests, namely for Anglo Saxon Americans. Some of it they do not understand and for certain children, it's very hard for them as far as the testing program is concerned and they don't do well--but there's a big difference in primary and intermediate. When these children are inserted into upper grades without any experience in our school, it just doesn't seem to do the children justice. The desegregation kids were all over in our test results. Probably the very lowest child in the room is black and a deseg child, but some of the others are not--not by any means.

Another upper grade teacher felt no need for changes in some areas, but a definite difficulty in another. Mr. Drury felt that there was a change in his ability grouping:

I've had to gear down to accomodate these children . . . background records of past performance are hard to come by, so I have limited information in some areas. Other than repetition of instruction, there aren't really any changes. The instruction given, whether in writing or orally, has to be emphasized, reemphasized and repeated.

The testing program, he elaborates, has been a major difficulty:

Reading and following directions, and the familiarity with testing, with skill areas of testing, has caused my entire group to drop in rank to a lower level. Looking at the tests in my group, the volunteer transfer students rated in the very lowest quartile, and the lowest portion of that. All of my VT students rated in the lowest, the very lowest group.

Miss Simms had similar testing problems, as well as some other comments:

My class level of academic achievement is considerably lower than it was in performance day by day and in testing. (I might add in general behavior also.) The class simply does not go as fast or as far as they did before. I have to do a lot more manipulative, hands-on kinds of presentations. I have to be much less verbal and depend on kinesthetic devices quite a bit. I use centers and give a substantial amount of individual help. The tests need to

be read to all the students since many of the desegregation students simply can't read and I don't want to call attention to the fact that they are out of synch with everyone else. I need to communicate orally almost exclusively with the deseg students.

When Miss Simms was asked if a comparison of test scores with other classes bothered her, she said matter of factly:

No, a comparison doesn't bother me. This is my class and this is how they are, but in order for them to succeed, I do have to change what I do. Yes, I do.

Mr. Bowen, another primary teacher, notes the changes he feels he has had to make:

I had to individualize completely. I could no longer just say that we were going to use these particular materials. Frequently, some children would ask why they weren't using the same materials as some of the other children or why someone else only had to do part of an assignment. I had to explain to the children that we all learn at different rates and teachers are here to accommodate everyone.

In my presentations, I had to change some of my vocabulary and my approaches to things. I felt I really had to draw out the desegregation children, so that I, as well as the rest of my class, would become more aware of their experiences. At first they didn't want to talk out at all, or share anything they had done--it was hard for them, but we tried to build on their interests and with time, it became easier for all of us to share and enjoy each other's stories.

In testing I found that it was extremely difficult for the deseg kids to find a measure of success. The tests seemed to be geared to a higher academic level than they were used to. They became frustrated very easily. I broke up the testing time with drinks or bathroom breaks or just moving around. That seemed to help those children with shorter concentration spans. The results of the tests, at first, with those kids that had been screened were all right, but since the screening has ended, some of the children coming to Thorndell seem to be less academically qualified; they're very low. The background of many of these children seems lacking and in their homes, not many people pick up a book. Their vocabulary isn't enriched. The result is that they come to us with less than the other children have in the way of language, so we try to build that up. It will take many, many years.

The movement of the children in manipulative hands-on activities seems to be a particular prerequisite for teaching primary children, and especially the black voluntary transfer students at Thorndell. Miss Claiborne finds movement imperative in working with the desegregation children:

I have to deal with their needs in different ways. I must set up an academic program where they can make their best progress. It would look like they are a group of children who are less academically inclined, but I believe it's because of their diverse backgrounds. In the centers that I set up, they can apply the things they have learned in the group situation on their own with the manipulatives. So I prepare some simpler activities. They like working with the manipulatives and being able to move around

more.

I find more movement is necessary with these children. Most of them like to handle things and seem to learn more quickly and easily that way.

Regarding testing, Miss Claiborne continues:

I have noticed that the voluntary transfer children do rank lower on the tests that we administer. In general, they come in on the bottom quartile of the group. We give tests the same as we always have. I really think these children are not as used to working with these kinds of instruments in these kinds of situations.

The specialists at this school shed light on the areas of preparation, presentation, and testing.

Miss Pond relates:

As a special district teacher, I didn't make any changes, although it didn't take long to see that there were some language needs that I hadn't anticipated. Kids with different vocabulary and dialects [have] a need for grammar training. One of the hardest problems I had was when I didn't understand them. They seemed to have more ability to understand my dialect than I had to understand them. I just had to practice to remedy that.

Early on we administered some different I.Q. tests with our black students, thinking that our present test was not geared to ethnic kinds of concerns. We did that quite a bit during the first year and then gave comparative tests and there wasn't nearly the difference we thought there would be. So we went back to what we had done before. Now the same tests are administered across the board. As it turned out, it didn't make any difference.

Mrs. Booker, the librarian, made some minor changes, but only in ordering materials. She simply

ordered magazines such as Ebony Junior and other literature that has black children in it, more multiethnic kinds of things. The black kids really liked these materials a lot and checked them out all of the time.

My presentations haven't changed. They're basically the same. I've found that reading awards seemed to motivate the black children. In one class, I had more black children work for the Caldecott award than the other children. They seem to be motivated by tangible rewards.

The computer specialist noted that neither her preparations nor her presentations had changed. She did, however, note that the racial composition of the lower groups of children sent to her class had. Most of the low groups, in the intermediate grades, seemed to be made up of desegregation students not having been at Thorndell in previous years.

Miss Lou, the gym teacher, added other insights:

The deseg program hasn't affected my program as much as I thought it might. I'm not in the academic area, so I don't know about the other classes. But in P.E., the program has been helped. These kids play--that's what they do--and they do it well.

In response to the question of presentation changes, Miss Lou added:

Yes, I have had to make changes in my presentations. The VT kids are not as

self disciplined as the kids I'm used to dealing with, especially in things like gymnastics and that type of thing. I have to be more aware of everything that's going on. I can't just tell them one time not to do something and assume they won't, because they will. My explanations are about the same for all of the new kids at school and the fitness scores on tests are about the same as they've always been.

Miss Phillips gave the counselor's view of testing results with some speculation that seemed quite encouraging:

The testing programs have not really changed. We're still using the same tests. We didn't like them before and we don't like them now. As far as the deseg kids' tests, we're at a point now, after several years, that we probably could do a roll over norm comparison to show any trends. If one were done, my guess would be that the top 25% of the students would be as high as they ever were; the next 25% would still be as good and solid as it ever was; the group between the 25th and the 50th percentile would still be doing fine, and we would just have a few more kids below the 25th percentile. At the beginning of the testing, the low 25th percentile tends to be the VT kids, but after most of these kids are here for two or three years, they seem to do better.

The testing phenomenon which seems to be an external audit used for public relations has not taken on the significance at Thorndell as it has in many other schools. Comments by the principal seem to sum up these feelings:

My view is that there is no test made that will measure the success of human potential. I think there's a terrible misuse of tests. I'm opposed to any minimum standard test. I'm opposed to testing for tests' sake. However, it has some value. The value is in the hands of those who interpret the data. A teacher who reviews the test data and sees that there are low areas might see a need for a different approach for teaching those subject areas to a class. That's where the real value is.

The only pressure that I've felt about testing is from some parents who place an extraordinary emphasis on test scores. Frankly, Thorndell doesn't have a test that measures human dignity, acceptance, values, the relationships or the joy of learning for any child. So I'm not impressed or depressed by test scores.

Nell Keddie's comments on some of the myths of cultural deprivation seem germane at this point:

The emphasis in education must be on the wish to learn rather than the desire to teach. . . . It might be wished that schools could become more flexible in their willingness to recognize and value the life experience that every child brings to school, and at the same time become more willing to examine and to justify what schooling could be about and what kind of life experience children are being offered. (1973, p. 19)

The teachers at Thorndell are working toward this end, to give the children the desire to learn rather than to be all consumed by the desire to teach. At times, though, it is a struggle. The teachers know that each child does bring something

of value to school, but at the same time they are caught up in a set curriculum, tight schedules, and school board and parent expectations.

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IV: Grade Placement, Learning Styles,
and the Introduction of New Programs

Students should experience the class as an apprenticeship in the milieu of social action. (Giroux, 1977, p. 44)

"If teaching can be reciprocal much of the conflict between teacher and student can be reduced." Blanche Geer (1971, p. 4) makes this observation in an article she wrote on teaching. Most of the teachers at Thorndell, in their planning, have tried continuously to include and elicit from the city children information meaningful and significant to them.

Mr. Bowen is aware of this need and describes his efforts in this direction:

At first when these children come here, most of them are reticent. It takes a lot of encouragement to get them to tell us about their activities and feelings. They don't seem to believe that what has happened to them is very important. Why would anyone want to listen to them? With time and reassurance, they begin to volunteer more and more information--they seem surprised when other children ask them questions or appear genuinely interested in what they have to say. By and by, as they gain confidence, they begin to feel a part of our group--and of course they are.

Miss Lou contributes:

I have found that when the city children feel that they can do something well, they are wonderful teachers. They are patient and seem to enjoy, very much, teaching the other kids. They seem to show quite a lot of compassion when they're leaders and they have a lot of patience when working with kids who don't have the skills they do.

A fine comparative study of cultures arose in one of the classes when a question was asked about Moslems. One of the city children commented that he couldn't eat some foods and was glad to offer his reasons to his classmates. This evoked further questions and lessons. During the next several weeks, a voluntary transfer child brought in his dad to discuss his religion and customs. Before long, a Japanese child was volunteering to do the same. Because we have such an international mix of people in our school,³ more classmates participated in sharing and demonstrating. There were Australian foods, Korean costumes, and several other nationalities explored. As one teacher explained:

The children were so interested and turned on, I could hardly get to anything else. The classroom was so alive and the understanding and mutual respect was so evident that I know the time I spent was meaningful. It's the only way to teach! But unfortunately, I have workbooks and questions and tests that

need to be administered and accounted for. It's a real dilemma for me.

Other problems have arisen with the onset of desegregation. One is that of grade placement and/or retention. When the desegregation program first was implemented, screening tests were administered and, as indicated before, there were few placement problems with the children who came to Thorndell from the city. With the elimination of these screening tests, some other considerations were needed and noted by a number of the teachers.

Two of the upper grade teachers noted that the paper work, red tape, and hassle involved with the retention of a city child made the likelihood of retaining one negligible. As Mr. Drury notes, "the detailed, time consuming process we must go through is terribly complicated and so we frequently just forget it." And as Miss Rubin comments, "in some cases they [city children] should be retained, but it's such a hassle that it rarely comes about; and it's wrong."

Several of the teachers felt that when placing the children into grades when they come to the school initially, they should be placed a grade back. Mrs. Knight stated:

In working with several of the children, we have found that they really would have benefitted a great deal if they had been placed a grade lower when they came. It really does make a difference if they are not tested earlier.

Miss Phillips, the counselor, retorted:

We are mandated to accept the kids at the grade level where they were in the city. We cannot, arbitrarily, reassign kids when they come. There are some who, by parent choice, after we've talked to them, choose to go into a grade down. We can recommend and discuss the child's function in relation to a class function, but that's all.

For the most part it's not so bad in the lower grades. In the upper grades, there are simply curriculum holes for any of the new kids, city or otherwise, and in addition to that we have a full enrichment program here. Some of the kids come in and have problems not because of their brute intelligence, but rather just exposure and it's hard for them to integrate. We don't know them very well, either.

After they've been here at Thorn-dell, they're treated just as any other student and then it's our responsibility to work with the parents and get a proper placement for the child. The question with some of the teachers is initial placement and that's court mandate.

Regarding the question of retention, Mrs.

Claiborne indicated:

When we consider retention for a youngster, we meet with the counselor, the principal and any other teachers who have worked with the child. We pool our opinions and then decide on grade placement. We have had to deal with more retentions than in the past. There's at least one problem involved if we de-

side to retain a city child in the primary grades. Usually they are gifted physically. They excel in gymnastics and gross motor skills. Then we must try to define what would be best for them--to keep them or send them on to the next grade. The problem arises when we know they have just learned to adjust socially with one group and then if we keep them, they have to adjust again to another group but be in a better academic climate for them. It's a tough problem.

When voluntary transfer parents have an opportunity to discuss and find out about the problems that become evident, they usually take the advice of the classroom teachers. Mr. Bowen volunteers:

The parents have been very nice. When they originally came, they seemed to be on the defensive, thinking maybe we wouldn't give their children as fair an opportunity as we did the other children. After they got to know us and deal with us and when we explained that the children were having some difficulty and needed more time, they became more accepting and were more likely to agree with the placement.

Mrs. Pond made a similar statement:

I have found most of the parents that I've dealt with have been very willing to accept our recommendations when we suggest a retention or recommend a change in placement. The city parents are very accepting of our decisions, probably more so than a lot of the resident parents.

When discussing the learning styles of the children, most of the teachers agreed that if there

was any difference at all, and some teachers didn't think there was, that it was in the areas of manipulative materials. A primary teacher noted:

If the children can move about and become physically involved, they seem to learn better. A problem arises here when quite a lot of time is needed for workbooks and an already designed curriculum.

She continues:

While many of the city youngsters need manipulatives, our district is increasing the amount of academics with workbooks. Clearly this approach is not the best with many of the voluntary transfer children. They're not used to these activities but they're being thrown into them. I guess they'll just have to learn to work with these kinds of materials.

Miss Simms further states:

I find confidence a major problem with some of the blacks from the city. Many of them need a lot of reassurance and they don't seem to have any confidence at all. I attribute this to the fact that they see other people around them achieving more than they are. The lower achievers just don't seem to have any confidence.

Miss Lou notes:

As a group, when they find out they can succeed there's no limit to what they'll do. They seem to lay back a little and watch at first. It seems to be a confidence thing--when they get the confidence they're ready to go.

A need to learn study habits seemed to be an important area for Mr. Bowen:

Resident children have more ability, it seems, to develop study habits earlier. The deseg kids seem to be freewheelers in the sense that they can't find their pencils or papers. Their work may be all crumpled up and out of order--or with pages missing or upside-down. These things just have to be taught and are fundamental skills they need to develop.

Another facet addressed, regarding learning styles, was offered by the art teacher, Mrs. Crane, and an upper grade teacher. Mrs. Crane cited her experiences with the voluntary transfer children new to our program:

The children have a very difficult time when they are given paint and plain paper and a direction to proceed on a given assignment. They ask for patterns or something from which to copy. They are really hesitant to make any marks on the paper at all, and are constantly looking around. Especially the older children. The young kids seem to adapt more readily to more creative kinds of directions. It seems this is just an experience thing. I don't know what they do in the way of art in the city schools, maybe nothing, but when they get here they really have to begin at square one. When they realize what they do is acceptable, they seem surprised and then want to try some more.

Mrs. Lawrence finds that

The children I have taught, particularly since the testing requirements have been abandoned, are concrete learners. For instance, I have had two little girls this year who are whizzes in math. They know all of their facts quite well, but they are

concrete learners. When it comes to interpretive skills, they have difficulty. I don't know why. Perhaps they came from schools with a huge enrollment and the teacher didn't have time to develop interpretive skills with these children. Just because they're deseg kids doesn't mean anything!

Similar comments were heard from several teachers:

"I see no differences"; "I find that black children who learn very easily learn the same way that white children who learn easily do. The same goes for slow children, black or white"; "Learning styles vary so much among any group of children, I don't see anything noticeable at all." Finally, the special district teacher concludes:

I don't think that I could pick that up really. The children I see all have a different learning style. No one is in my program unless he has a unique learning style. My program has remained the same.

During the time that the desegregation students have been at Thorndell, some new programs have been developed. The most significant of these is the S.H.I.P. program (see Appendix E), which was developed and implemented to meet specific student needs within the Thorndell building. Teacher comments about the program varied:

Although we try to do additional enrichment and remedial work within our classroom, the S.H.I.P. program has helped

with some areas for some children.

The S.H.I.P. program seems to help develop some organizational skills that the deseg youngsters seem to need-- especially the older ones.

The S.H.I.P. program seems to help those children who have holes in their learning. It fills the gaps. It seems to give the city kids and some of the district kids that extra boost they seem to need to get back on track.

Unfortunately, many of the children we are now getting from the city are low achievers. They really can benefit from a one-on-one tutorial each day, plus the boost at home from their parents which is required with the program. Several of my S.H.I.P. kids stayed in the program for about a year. Now they're out of it and are working at grade level. It really has helped them and me.

I don't think we've changed in the way of programs, but now we do have S.H.I.P.

Although the S.H.I.P. program has helped some children and families, Miss Simms discusses another aspect and need:

Two of my VT kids who were referred to S.H.I.P. had a problem. Their parents were happy to have the children in the program, but they [the parents] for one reason or another were not able to fulfill their part of the requirements. So the children were taken out of S.H.I.P. We need to set up a program for children who are not in special district, whose parents will not or cannot cooperate with S.H.I.P., but do need special help. These children still have a need for extra help. We need a program for them.

Mr. Bowen comments:

The academic support programs are certainly helpful and needed, but we also need a special counseling program to help these kids work out some frustrations and anger. They need to know it's okay to have these feelings but that there are appropriate and acceptable ways to channel them.

Mrs. Claiborne notes that the S.H.I.P. program has taken place since the voluntary transfer students have been at Thorndell. She also thinks that

Maybe it doesn't relate at all, this creation of S.H.I.P. and the arrival of the deseg kids. We may have needed this program long before this, but we didn't have it. Many of the VTs do participate in the program, but I also have an equal number of district children in it.

Miss Wells cautions us not to jump to conclusions about the program's introduction:

There certainly was a need for the S.H.I.P. program and also the new summer school program, too. Some of these changes were needed long before we got into integration. We just never admitted that this district, this school had a need for such remedial programs. Now that we have them, integration is being blamed for the introduction and that's simply not true. Some few people use this issue to keep things stirred up--the black/white issue that is.

So at Thorndell, the teachers have had to come to some realizations. We could no longer assume that every child who was in school would automati-

cally have an above average I.Q. (we shouldn't have anyway; it wasn't true) and function well in a classroom. We have had to acknowledge that there are children who function low, whether black or white, and we've added some programs for them. The desegregation brought an awareness to us all, and we have made a concerted effort to address low functioning children in our classroom as well as high achievers.

V: Parental Expectations

The black child is a child like any other. Growing. Learning. Loving. The black child is liberated in law. It is up to his parents to help him grow up liberated in fact and in mind. (Harrison-Ross & Wyden, 1973, p. xxiii)

The Thorndell teachers believe that the voluntary transfer parents and the district parents have high expectations for their children. In the district, the typical parent expects a level of excellence and the city parents are seemingly no less demanding. The desegregation parents, however, simply don't have the heritage of a school district such as Thorndell's, which for so long has been exemplary. On the other hand, anyone who puts a young child on a bus to ride for an hour or so, when there is a school right around the corner, must have a tremendous desire for their children's education.

For many of the voluntary transfer parents, it is their dream rather than their expectation

that their child will be the first in their family, or perhaps the first generation, where going to college becomes routine. One set of families has a dream, the other an expectation.

Mrs. Claiborne relates her views:

The children that come here from the city have parents who really want to make the most of the academic program. They are looking for upward mobility for their children and they really believe that by being better in their education, they will receive this and be able to move upward.

Once again there are uncertainties in the relationships between the city parents and the teachers with regard to expectations. One problem is evidenced by Mrs. Knight's comments:

The home environment often puts a great stress on the child's learning at school. There have been several instances where the mother isn't home at night and can't give the child the help he needs (as in the S.H.I.P. program) to catch up, and the child is supervised by a brother or sister not much older than he is. That can cause all kinds of problems. The parent may have high expectations but is not aware of how to achieve them-- or can't, as the case may be.

Mrs. Lawrence feels that the city parents as well as the city children need to make some adjustments to cope with the school's expectations for them:

Some of the parents had no idea at all what our expectations were for them.

This was a beautiful school and the teachers and parents were friendly and nice, so they put their children into this school.

Then they found out that their children hadn't the same exposures as our children. Some of the parents weren't ready or prepared to cope with our expectations. On the other hand, I've had some parents who have told their children that it's a privilege for them to be coming to this school. They have told the children they must do the very best they can and do what the teachers say. They have offered to help in any way they can.

Another parent I've dealt with insists our expectations are unreasonable. That we expect too much of the parents and children. But by far, the majority of the parents are cooperative.

Several teachers feel strongly that an orientation for the parents, before they select a school district for their children to attend, is imperative. As Mrs. Rubin states:

They need to be aware of what is expected of the children socially and academically. It can be very frustrating if they don't know that this can be a very high powered place academically.

After some thought, Miss Phillips gave this assessment:

The teachers here are used to parents who are an intimate part of the school. They are not necessarily the "usual parent." We're going to have to get used to a more typical parent--one used to seeing his child leaving in the morning and then coming home again after school. We may have to work to change these parents' attitudes toward school and try

to get them more actively involved.

She continues:

One can't gain true comfort for a kid in school until the parent is comfortable with the school. That's particularly true of the younger child. The child barometers off of the parent and the parent has to feel comfortable with us before the child will achieve maximally.

Several teachers suggested ways for this parent involvement. They suggested a need for parent sponsors for all of the new parents of the school, not just the desegregation parents. Each new parent would then have someone to call for help or information and also someone to familiarize him with school procedures. Certainly complications arise when there is no automobile available at home, or anyone to sit with smaller children, or work hours that interfere; but every effort should be made to get parents into the school so that they, too, may become well-informed, contributing members of the school community.

Sara Lawrence Lightfoot (1978) writes about the dynamic of the school's great promise and potential misfortune: "No school, no teacher, no pupil exists in a social and political vacuum," she states.

What a school system does (or does not do) a teacher and a child can recognize--

and either defy or acquiesce in. Children (and teachers) vary in "background," in character and purposefulness and temperament, but so do school systems-- which are, of course, complicated social institutions that have strong links to the political arena, to the marketplace, to the religious, philosophical and ideological forces at work in the community. (p. 179)

Thorndell has a diverse staff which recognizes that there is no one best way to work with parents or children, regardless of their backgrounds. We recognize the need to find ways to incorporate the cultural wisdom of all our parents into our programs if we are to be successful.

VI: Effects on the Teachers

I think everyone around here works harder because I do think it's been an adjustment--for the deseg kids and for us. We are all working harder to make a go of it. We are, but it's taking some extra time and effort.

This statement of Miss Lou's view of the effect of the program on the staff seems to be consistent with that of most of the other teachers. The general feeling expresses a need for more time for planning and recordkeeping, as well as for work on individual problems that arise as a result of the city kids being at Thorndell. Miss Wells feels that the teachers who have gained the most through these years are those who have capitalized on the fact that the city kids are here:

Many of the staff have made sincere efforts to bring black culture into the classroom, in a natural way. Five of the teachers wrote a multicultural handbook for primary teachers last summer. It was published and distributed among district staff. This staff for the most part is constantly reaching out to all children and of course that includes the deseg children.

I think perhaps there hasn't been a lot of change in some of the teachers and that's too bad. They're missing some growing themselves. Some of them still seem to identify problems as black or white issues when really they are just issues. The same problems we've always had with lathargic children, aggressive children, or children who won't respond or perform. These teachers fail to recognize that their frustrations are evident with any child of those dispositions--race makes no difference, but there is still a tendency to say it's because they're black. It's an excuse, in my opinion.

The comfort level of teachers in working with black students has also taken on some interesting dimensions. Mrs. Pond relates this incident:

One thing that I did see was a reticence on the part of some of the teachers to refer black students to my program for testing. It seems to have taken a year or so to work through this problem. I feel this was racially oriented. I heard some teachers complaining about problems that, I felt, children who didn't have black skin would have been referred to me in a minute, particularly behavior problems.

Mrs. Lawrence related similar incidents:

Some of the teachers have very definitely been concerned with how they deal with the deseg kids regarding discipline. They really don't feel free to correct them the same way they do a resident child. They simply aren't comfortable--and the same thing happens when they conference with some of the black parents, especially if there are any significant problems with the child. Some of the teachers waver between over compensating and unusual reserve.



The comfort level in dealing with several black children took an unusual turn for one of our aides at Thorndell. Mrs. Green tells this story:

I went over to break up a mild argument between two black children on the playground. Each child insisted he was right and the yelling continued back and forth. No one could hear me say a word. Then one of the boys said to the other, "You never listen to anything."

Without thinking, I almost said, that's calling the kettle black. I caught myself and I was embarrassed. I don't know why, but I didn't say it. I didn't want to hurt any feelings. I was very self-conscious.

"Sometimes I think the teachers appear to be discouraged," says Mrs. Booker.

They spend so much more time with the children. Their lunch time frequently is interrupted with problems that arise and before school there are busing problems. There are really a lot of problems on the bus. An inordinate amount of time is spent solving those problems, even before school begins. Sometimes that kind of stormy beginning sets the tone for the day.

Miss Simms has determined that:

We've all had to adjust down considerably. Previously the tuition children we had were screened and were high achievers from families of high achievers. We now have none of those children and they've been replaced by 20% or so of low students that have come in. That would certainly change the makeup of a class--it has mine. Teachers have been effected and reflect these changes. How could they not?

The questions of how the change has affected the teachers prompted some thoughtful answers. They seemed to have strong feelings--some of which are reported as follows:

A lot of time and discussion of plans for, approaches with and to these youngsters is spent. There is a small amount of grumbling connected with this extra time spent.

I don't think it has had an adverse effect on the teachers, but they all have had to rethink how they go about teaching because of the problems they're confronted with. It makes it harder when we need to cope with different cultural backgrounds and expectations.

As I look around the building and I see groups of children working, I see that the district kids who were previously eligible for the low groups are now in the middle groups. The deseg kids seem to be in the low groups. The teachers are constantly trying to find new ways to teach, keep up the confidence level of all of the children, especially the lower achievers. It is a strain on them, but as hard as these teachers seem to be working, there is a minimal amount of complaining from them. I guess they just don't have time for that around here.

Three other teachers had these insights:

Mostly I'd say no, the change hasn't affected the teachers, but in one or two situations some teachers may still not have accepted the changes brought about by the desegregation plan as readily or well as some of the other teachers. There still seems to be some prejudice--not in front of the children--but among other teachers.

Let's face it, to be honest, I don't think you can say just because we're teachers that there is no longer any prejudice--that's just not the way it is. We're human beings, too.

Absolutely--we have had to be affected by what's going on here, especially those of us who have never worked with black children before. We've had a chance now in the four years to see that these children really can come in and do well and make good progress, especially in the early grades. It has helped me to dispell a stereotype I've had for many years. I didn't think I did, but in all candor, I did. It was there. I may still have some regressions in that area occasionally, but I've gotten rid of a lot of unfounded information in my own mind!

There definitely have been some effects on teachers. Although I'm not in a classroom, I have seen how much more carefully teachers have had to look at materials. They need to look at both the enrichment end and the remedial end. They've never had to do that before. Maybe they should have, but they didn't. They just never bothered with a lower end.

We've all worked through some biases and dispelled a lot of myths about blacks. Exposure seems to have helped us. We've had to deal with some issues that we have never had to face before--and try to do it comfortably. We're on our way to fighting through a lot of prejudices.

One teacher gave a poignant account of something that seemed to have changed her whole view of the desegregation program. This incident has had a lasting effect on her:

During the first week of school, on the second day of school, I was sitting on the bench in the lobby talking with some parents before school. We were chatting and laughing when the VT buses pulled up and the deseg children filed off of the buses. The children were directed to the playground. After all of the children had left, one little boy whom I recognized as one of mine, Antoine (in my class), just stood on the walk with his lunchbag in his hand. He didn't move at all--just looked around.

Since he was in my class, I went out to see what was the matter. When I called out his name, he recognized me and ran over, jumped up and threw his arms around my neck and his legs around my waist--all the time crying and sobbing. When he calmed down a bit, I asked him what was wrong. Between tears he said, "I'm scared!" He was terrified.

Three years later, just last month, I was on the bench again before school as the VT bus pulled up with the city children. This time all of the children ran to the playground. Antoine was among them. He ran to a group of boys who were waiting for him to begin a game of soccer in the schoolyard. He joined them and immediately the game began. He couldn't have been happier.

How could I not be affected when I see this kind of a dramatic change take place in a child? These boys who were playing soccer had learned by living through it that people come in all colors, sizes and ethnic backgrounds. This early experience had a tremendous impact upon them. Each was able to see another person as he was--a soccer player--a team member--a friend--nothing else. Is this one of our goals as educators? I dare say!

Giroux and Penna address the question of the social function of schools by highlighting the ideas of Ralph Tyler (Giroux & Penna, 1977, p. 41). In this article, Tyler suggests that educators have a choice. They may choose to develop young people to fit into our society as it is today, or they may develop young people who will seek to improve the society for the future. I contend that most of the teachers at Thorndell are preparing the children there to be creative and contributing world citizens for the future.

VII: Advantages and Disadvantages of the New Program

As a result of the numerous challenges met by the county schools in response to the desegregation mandate, many black children now receive a better education. Despite some hostile public opinion, techniques--including housing--have been developed to desegregate the public schools and timetables have been established which are being kept.

Without a doubt, the Thorndell teachers feel they have offered the city children a quality education. A quote from Miss Simms perhaps sums up these feelings:

I think their coming to our school has been a great advantage for them. They receive individual attention to a degree that they could not possibly have received in their crowded schools. They've received this attention from me and from almost anyone who is around. These children have received lots and lots of attention. Not just this year, but ever since they've been here.

Mr. Drury concurs:

We have really been able to help these children here. We have smaller numbers and unlimited services and facilities to administer to their needs.

While most of the teachers felt that the children from the city were deriving considerable benefits from going to school at Thorndell, a substantial number also felt that they brought with them qualities that have enhanced our program as well.

Mrs. Claiborne volunteered these comments:

I think that all of the children themselves have had an opportunity to make changes in their attitudes. Some fears and beliefs that these groups may have had about each other have been minimized. They have found that many of their fears have been unwarranted. They've realized that children from other races are the same as they are. That goes for both city and district children.

Mrs. Knight suggests that not only have the children had a chance for growth, but that teachers have become more understanding and tolerant also:

We tend to say that this program makes the white children here more tolerant of races, but we sometimes forget to include the teachers. It makes them more tolerant of children of different backgrounds and different races also.

The exposure for all children to each other has played a major role in the development of the relationships at Thorndell. These seeds of positive growth have been sown and they are now sprouting and growing.

Children from this sheltered district are seeing a cross section of the world to which they had never before been

exposed. I see this as an enormous advantage to our community and school.

Mrs. Pond's comments reflect the fact that another dimension has been added to our school. New social and educational opportunities for white and black students alike have been created.

More tangible advantages were described by several other teachers, including the physical education teacher. Miss Lou relates:

In my field they've brought some new skills. The rope jumping for instance. The black kids are the leaders. It's interesting to watch them when they're the ones who excel. They're like anyone else I suppose; when they're the leaders they really enjoy what they're doing.

The counselor saw a development among the teachers that has been an advantage to the district children as well as the city youngsters:

We have rounded out our program. The desegregation plan has made us look a little more carefully at all children. Some of the assumptions about the neighborhood kids have been blown away, one assumption being that they are all bright, upwardly mobile children and don't need high class instruction but just some place where they can go and learn. It's hard to do a much better job than we have in the past, but I think we look more carefully at our kids and our curriculum selection. We've always had pretty bright kids and they were going to learn whatever we presented. We're more careful about that now.

Our awareness about a certain group

of kids has been increased. We're giving more time to those kids who have been our bottom gunners all along, all these years. We are trying to find out what to do with them now. Our low average groups are still above grade level, so we're doing something very well. We're still providing some good instruction.

When broaching the subject of the disadvantages of having the blacks from the city attend our schools, the replies once again varied. There were comments about not enough time--a common teacher lament even under the best of circumstances. Grade placement of the city children was another concern that two teachers felt was a disadvantage both to the misplaced child and the classroom teachers. Many of the desegregation children coming into the district are below grade level. These teachers also suggest that the ideal way to integrate the children would be to start all of the city children into the school at the kindergarten level--or before if that were possible. Then these children would truly be a part of our school. Problems do arise when city children are inserted into the intermediate and upper grades. "It's just more difficult for them in most cases," says Mrs. Rubin.

Busing, of course, is a universal problem. Even though the desegregation committee has made

efforts to get the children back and forth to school, because of the distance, some problems always seem to arise. Frequently, the children arrive too early or too late. The VT children are virtually eliminated from after school activities unless they receive a ride home from someone other than the bus. If weather is inclement and they arrive early, there is a problem of supervision in the school. If any disciplining is to be done after school, these children can't stay; they must catch the bus.

Probably the greatest disadvantage to the busing is the lack of discipline on the bus. Myriads of problems arise during this long and loud ride to and from school. The rules are such that parents may not accompany their children on the bus. That's unfortunate since this could be a useful time for parent-child communication as well as serving to deter some behavior problems that do exist.

Parent conferences can become difficult to arrange, because of conflicts with work, child care, and transportation. Frequently, desegregation parents make appointments only to have to cancel them because these complications arise. Some teachers have also found that they spend more time trying to contact VT parents for various reasons.

I guess I was spoiled by the fact that I could make a phone call when necessary and the parents would be here the next day. If I sent a note home, parents would call that evening. It's not that way anymore.

These parents just can't always get to you the next day. Predominantly, they are not professionals who can just leave their office when they please. I have found myself spending a lot of time trying to get in touch with people.

Continuing with some of the disadvantages of the program, Miss Phillips suggests that

There has been some mild turmoil in the community. There seems to be a concern about our diluting the curriculum. Of course we're not. Actually we're enriching it. Those fears are being dispelled.

Mrs. Pond finds language a barrier:

Students have suffered from the same problem that I have. There are times when I don't understand the "patois." It's frustrating for the speaker and the listener--but I'm getting better!

These responses were representative of some of the teachers, but all alluded to the fact that far and above any of these difficulties, discipline (or the lack of same) was the number one problem. Unanimously, discipline or difficulty in dealing with the VT children was at the head of the list. Some teacher excerpts follow:

Well, behavior is a problem. They tend to punch before they talk out a problem and that can escalate with the other

children. Much time needs to be spent explaining to them. They need to be taught to confront an issue and then try to solve it verbally.

Many of our deseg children have caused tremendous problems in the library. The discipline is a major disadvantage. It's changed the behavior of the whole student body.

Discipline is getting harder; there's no getting around it. One reminder is seldom enough to get them to stop something.

The black parents say there is a different set of behavioral rules for conduct in their neighborhood. If someone offends you there, it's perfectly fine to fight in the neighborhood. It isn't at school. Those same parents say that their child has to abide by two sets of standards. If that's the way of the world, they'll try to learn two sets of standards. But those parents say very candidly that we'll have to understand their child's handicap if he/she fights at school since this behavior is perfectly acceptable in the neighborhood.

White teachers don't always know how to interpret the actions of a black child. Sometimes we don't understand their backgrounds or the home environment enough to know why they're so aggressive at school. We're more used to dealing with the backgrounds of the district children and not the city kids who go back to their own environment when they leave here.

Discipline problems can arise when we ask our children to do things they're not ready for. That's one reason why correct grade placement is so crucial.

When black parents ask for corporal punishment for their children, I feel

some resentment. I guess that there are some children who don't feel they are being disciplined unless they are spanked. I guess they just don't have the same kind of behavior patterns that I'm used to, and honestly, I think it's going to take a lot of time and even more patience to change this way of life. Push and shove seem to come before thought and conversation. We have our work cut out for us.

In discussing black discipline, black author Phyllis Harrison-Ross (1973) devotes several chapters in her book to reasons blacks may have problems in this area. Her premise is that talking with children is the most important thing a black parent can do to help teach discipline to youngsters, talking from the time they are infants. There are many facets to discipline problems:

There is a black dimension to discipline, something that distinguishes it from white discipline: fear. Black mothers and fathers always brought up their children to be quiet. More than quiet: self effacing. The end result is that blacks often act almost as if they weren't there in the presence of whites. This acquiescent "back-of-the-bus" behavior is nothing but the lid on a Pandora's box of emotions. There's anger. There's shame. There's frustration. And fear. (p. 209)

Regardless of the reasons for the discipline problems, the majority of Thorndell teachers realize that these black children cannot be ignored for another generation while courts and systems con-

tinue to debate the practical limitations of desegregation. The teachers continue to struggle, finding effective, creative methods and procedures for dealing with black children and parents, attacking the social difficulties that seem so overwhelming to us.

There are enormous costs involved with the court desegregation mandate. No one knows yet who will bear them. Some citizens and teachers cite these costs and burdens, and others appeal to the fears and apprehensions of those who feel threatened by the emergence of blacks into the mainstream of American society.

Nonetheless, the desegregation program continues to be effective at Thorndell. Each year, parents and teachers learn, and the program becomes more natural and fulfilling for all of the participants.

VIII: Teacher Dilemmas and Trade-Offs

Teachers are agents of the society and create a social, political and cultural environment for children which is in some measure under their conscious control. (Berlak & Berlak, 1981, p. 24)

While most Thorndell teachers feel they are doing an adequate and acceptable job of integrating the city children into the school's scheme of things, many feel some pulls which they see as dilemmas in their teaching. The time crunch is seen as a major factor of concern. The following comments reflect these pulls and concerns:

My top students really have not gotten some of the things I like to do with them. I simply have no time to work with them. I feel I need to use any extra time I have to help the city children catch up to where most of the rest of the class is working. My aide schedule is not ideal and that's not the fault of the children; however, my time pulls remain almost impossible to deal with when I try to get everything done.

One dilemma I find myself facing is this: How much do I need to change to meet the needs of some of these children? My standards for success aren't

any lower than they ever were, but some of the kids coming in now have lower abilities. How much should I bend?

Can our school continue to meet the individual needs of all children? How much should the school change to meet these needs? Or can it?

How hard should I work to communicate with some of these parents? Am I willing to make late calls or visitations? I'm not sure I am. I need to find a balance, I suppose. I give this a lot of thought.

When I make my class presentations, how careful do I need to be to see that everyone understands what I say? Do I simplify my vocabulary? That doesn't seem right to me, yet I don't want to overwhelm anyone. Should I curtail the activities I usually do? I can only individualize so much. It's a real problem.

I want all children to feel a sense of success. Many of the deseg children aren't. Some feel intimidated by the abilities and performances of the district kids. I'm looking for ways to encourage one group without discouraging the other group. I'm finding some solutions but they're not always fast in coming.

I am sorry to say that the deseg youngsters have received an undue amount of my time. I don't mind at all helping when I'm needed; that's my job, but in a public school my time should be distributed evenly. My prospects are limited because of re-teaching and disciplining.

I know that I shouldn't limit the expectations I have of the children,

but I have a problem when the skills and backgrounds of the children are so diverse. I find myself vacillating back and forth between encouraging these children to excel and yet trying to fill in the gaps of learning that are obviously there. I don't want to be responsible for a self-fulfilling prophecy outcome.

How do I react to the parents of gifted children who expect a curriculum geared to their child's needs when more children are coming into our school with lower academic capacities?

It seems that when I solve one problem, six others need my attention. It never ends.

Frankly, the whole desegregation philosophy bothers me. Although it's the best plan we've had and it's working, it isn't fair. White children from the city can't even pay tuition and come here, while white children from many county school districts can come here and pay. Even some county black kids can't come to our school if they pay tuition. It's a real struggle. One solution leads to another question.

I need to increasingly provide for the extras--movement and activity. Some things don't get done.

These comments reflect some of the teacher frustrations. There are others. The bureaucracy of the system and the red tape required to make changes between city and county offices frequently doesn't seem worth it, so some things stay the same and needed changes aren't made. This can effect grade placement and, ultimately, the children.

Many teachers are finding it increasingly difficult to get through workbooks when the real activities needed are movement and discussion. This question, as with some of the others, is not necessarily related to a desegregation issue, but simply educational philosophy.

Miss Simms, in reflecting upon the desegregation program, gave some sensitive insights in her thoughts. Many of the Thorndell teachers agree with her comments:

Despite all of the negative things that may be said about this program, I'm glad we have it. I think it is necessary that those who have share with those who don't. I wholeheartedly support that we have it. The residents are just going to have to be content with a little less of my time for a while, but I'm glad we have it.

I hope that it continues and grows. These children, even if they are on the bottom of our pile now, are getting a lot more in their education than they would in another setting. Here, we are really committed to all of the children. We really are.

I think the deseg youngsters stand a whole lot better chance of having jobs and being contributing citizens when they grow up since they've had a better education. We're doing just a little bit for mankind and the world in our school. My social conscience says this program helps in a small way.

IX: Conclusion

Teachers would make some changes in the desegregation program were they given the opportunity. Children would be placed into the school at the earliest possible grade, the younger the better. Parents would be given counsel to help with their understanding of the school and the community. There would be parenting workshops given at times most parents could participate. These classes would facilitate questions and answers which would be beneficial to all parents and children in the school.

There would be changes in the busing schedule. Parents would be given the opportunity to ride the school buses to assist with discipline or just to have a ride if no other mode of transportation were available to them. In this way, they could visit the school and become acquainted with the teachers, procedures, and other parents.

In a statement of philosophy in the school handbook, the teachers and administration list these goals:

We believe in developing and promoting individual qualities and skills essential to the preservation of the democratic way of life.

We believe these qualities and skills to be promoted by providing continuous opportunity for intellectual activity, creative endeavor, cultural exposure, growth in self-discipline, realistic goal setting, decision making and self-evaluation.

We believe the presentation of these opportunities has a high degree of correlation to the development of individuals possessing a strong sense of integrity, with the knowledge and understanding necessary to analyze critically, work constructively, recognize the opportunities and fulfill the responsibilities for successful living in a free society. (Handbook, 1985, Section C)

In the four years that Thorndell School has been involved with the "desegregate now" plan, there has been much less special focus on the city kids as opposed to the district children. Less distinction has been made between them. They are considered a part of our school population.

So life goes on at Thorndell pretty much as it always has. As each September approaches, and school opens once again, all of the children who run onto the playground or skip into the school, whether they have come to school by bus, cab, car, or have walked, can be sure that they will receive the best the Thorndell teachers have to offer, for they most certainly will.

Notes

¹ It was not until 1974 that the school was renamed Thorndell in honor of the principal, Robert M. Thorndell. His community extended him this honor, after his untimely death, because of his many years of service and dedication to his community and his children.

² The following information presents demographic information on the families of children attending Thorndell:

1. On what basis are your children attending Thorndell school:

	N	%		N	%
a. district resident	161	83%	c. tuition basis	8	4%
b. tax credit	1	.5%	d. desegregation basis	22	11%

2. Circle the way your child usually gets to and from school:

	N	%		N	%
a. walks	114	55%	c. car	61	29%
b. bus	18	9%	d. bicycle	14	7%

(There were 207 responses because several responded to two answers.)

3. Approximate total family 1984 income at Thorndell (after four years of the desegregation program):

	N	%		N	%
a. under \$5,000	7	4%	d. \$25,000-50,000	49	25%
b. \$5,001-10,000	9	5%	e. over \$50,000	74	38%
c. \$10,001-25,000	41	21%	f. no response	13	7%

(Continued)

4. Male parent highest level of education:

	N	%		N	%
a. incomplete high school	2	1%	e. advanced college degree	101	52%
b. completed high school	12	6%	f. grade school	1	.5%
c. some college	28	15%	g. N.A.	1	.5%
d. bachelors degree	32	17%	h. no response	16	8%

Female parent highest level of education:

a. incomplete high school	6	3%	e. advanced college degree	62	32%
b. completed high school	17	9%	f. grade school	1	.5%
c. some college	48	25%	g. no response	6	3%
d. bachelors degree	53	27%			

5. Female parent occupation:

	N	%		N	%
a. homemaker	49	25%	e. professional	79	41%
b. unskilled worker	2	1%	f. students	2	1%
c. clerical/skilled worker	38	20%	g. unemployed	1	.5%
d. manager/proprietor	15	8%	h. no response	7	4%

Male parent occupation:

a. unemployed	6	3%	e. professional	116	60%
b. unskilled worker	4	2%	f. students	3	2%
c. clerical/skilled worker	15	8%	g. N.A.	1	.5%
d. manager/proprietor	35	18%	h. no response	13	7%

6. Family Stability/Status of current family unit:

	N	%		N	%
a. original both-parent family	133	69%	d. single parent-father only	5	3%
b. blended family-remarried	17	9%	e. other	5	3%
c. single parent-mother only	33	17%			

(Continued)

7. Length of time at your current address:

	N	%		N	%
a. over 12 years	19	10%	d. 1-4 years	79	41%
b. 9-12 years	24	12%	e. less than one	26	13%
c. 5-8 years	45	23%	year		

³ The following information presents ethnic composition statistics of Thorndell's student body:

Group	N and % of Student Body (1982-83) (Total N=270)		N and % of Student Body (1978-79) (Total N=288)	
Asian/Pacific Islander	22	8.1%	3	1.0%
Hispanic	2	.74%	5	1.7%
Black	25	9.2%	6	2.1%
White	221	81.8%	274	95.1%

Describe significant changes in the ethnic composition of the student body in recent years:

In 1980-81 school year Thorndell began participating in the voluntary desegregation plan with the city of St. Louis. This will eventually result in a 16% increase in black student population. The last Civil Rights Study for the district took place in the 1982-83 school year.

Appendix A

Synopsis of Case History

1. Feb. 18, 1972 -- Liddell et al VS Board of Education
2. Dec. 24, 1975 -- Consent decree approved by court
3. Dec. 13, 1976 -- Appeals court permits Caldwell group to intervene in case-ordered plans for a "unitary district" by 1977-78 school year
4. Feb. 28 & March 10, 1977 -- Board of Education submits plans
5. Spring & Summer, 1977 -- Liddell, Caldwell, and Department of Justice submit alternative plans
6. July 13, 1977 -- District Court determines that the question of constitutional violation must be addressed
7. April 12, 1979 -- District Court's decision re. constitutional issues and plans. Board not guilty, but must integrate due to consent decree
8. March 3, 1980 -- Appeals Court reverses the District Court's April 12, 1979 decision. Orders immediate desegregation.
9. May 21, 1980 -- District order by Judge Meredith reflecting March 3, 1980 Appeals Court decision
10. Feb 13, 1981 -- Appeals Court upholds Judge Meredith's May 21, 1980 decision

11. March 4, 1981 -- Hungate-District Court now threatens to hold state in contempt. Orders Tad Foote to come up with a plan for county districts. Outlines magnet school guidelines and plans for Board and State within 60 days.
12. March 27, 1981 -- Edward T. Foote, Desegregation Monitoring and Advisory Committee, plan submitted
13. May 4, 1981 -- Board and U.S. submit plan for city/county desegregation
14. May 21, 26, 27, 28, 1981 -- Hearing of all plaintiffs and defendants regarding voluntary plans for interdistrict desegregation.
15. June, 1981 -- Reply briefs of hearings
16. June 12, 1981 -- Tad Foote's last report is submitted to Judge Hungate.
17. June 18, 1981 -- Gary Orfield's final report to Judge Hungate
18. July 2, 1981 -- Judge Hungate's plan for voluntary interdistrict desegregation
19. Aug. 24, 1981 -- Judge Hungate accepts the four districts accepting the Voluntary Plan (later included a fifth). Ordered the remaining 18 (17) districts to become defendants. Ordered preparation of a mandatory plan. Excluded Jefferson, Franklin and St. Charles counties, and the Ferguson-Florissant School District, but included County Government.
20. Sept. 24, 1981 -- Based upon the motions of 13 county districts and the St. Louis County government, Hungate

removed himself from that portion of the case dealing with the legal culpability of the County School Districts and government. He retained control over the City's desegregation and the Voluntary Plan participants and the preparation of the mandatory city/county plan for busing.

Appendix B

Questions Asked of Teachers in Interview

1. How long have you been teaching here at Thorndell School?
2. Did you anticipate any changes when you heard we were to be incorporated into the desegregation program? What were they?
3. Have you noticed any changes since the program began (a) in your preparations? (b) in your presentations? (c) in your testing programs?
4. How have you dealt with grade placement? advancement? or retention?
5. Have you seen any advantages in the classroom or school since the black children from the city have been here? Disadvantages?
6. Are there any significant differences in learning styles that you have noticed?
7. What trade offs have you had to make in teaching with the voluntary transfer children in the classroom?
8. In your judgment, has the desegregation program had any affect on the teachers at this school? the programs at the school? or the special programs at the school?
9. Have you had any problems with the parents? Expectations of city or district parents?
10. Have you found yourself in any philosophical dilemmas since the desegregation program began?

Can you explain them? Are you resolving them?
Can you resolve them?

11. Is there any way that you can think of to make this program more successful, either in pre-planning or in resolving any of the problems that you have seen arise?

Appendix C

An Educational Plan for
Voluntary, Cooperative Desegregation

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JUL 2 - 1981

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

AN EDUCATIONAL PLAN

FOR VOLUNTARY, COOPERATIVE DESEGREGATION

of

Schools in the St. Louis, Missouri

Metropolitan Area

LECTER
RECEIVED
DATE 7/6/81

July 2, 1981

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UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF MISSOURI
 EASTERN DIVISION

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

PART ONE -- INTRODUCTION AND ORDER

ORDER

This order deals with the voluntary desegregation of the public schools in the St. Louis metropolitan area.

This school desegregation class action case was initiated some nine years ago, on February 18, 1972. The detailed, lengthy histories of this cause are set forth in numerous opinions and there is no need to reiterate them here. See Liddell v. Bd. of Ed. City of St. Louis, etc., 469 F.Supp. 1304 (E.D. Mo. 1979); Liddell v. Bd. of Ed. of City of St. Louis, Mo., 491 F.Supp. 351 (E.D. Mo. 1980); and the opinions of the Court of Appeals. Liddell v. Caldwell, 546 F.2d 768 (8th Cir. 1976), cert. denied, 433 U.S. 914 (1977); Adams v. United States, 620 F.2d 1277, 1281-84 (8th Cir. 1980); and Liddell v. Board of Education of the City of St. Louis, No. 80-1458 (8th Cir., Feb. 13, 1981).

This Court has jurisdiction of the subject matter of this class action, has jurisdiction over all the parties, and hereby enters this judgment and decree pursuant to its equitable powers.

This order is made pursuant to paragraph 12a of Judge Meredith's order herein of May 21, 1980, as amended, which provides:

The State defendants, the United States and the St. Louis Board of Education are ordered and directed as follows:

a) To make every feasible effort to work out with the appropriate school districts in the St. Louis County and develop, for 1980-81 implementation, a voluntary, cooperative plan of pupil exchanges which will assist in alleviating the school segregation in the City of St. Louis, and which also insures that inter-district pupil transfers will not impair the desegregation of the St. Louis school district ordered herein, and submit such plan to the Court for approval by

The State defendants, the United States, and the St. Louis Board of Education are ordered to develop a closer and more efficient cooperation among themselves for the pursuit of the objective hereof. In particular, they are directed to establish close liaison procedures and prepare concrete and specific proposals involving the county school districts and evaluate all other reasonable proposals, including any from county districts, and intensify their joint efforts. While the results disclosed in the Updating Report of the St. Louis Board of Education of September 11, 1980 are encouraging and represent some tangible achievements, a great deal more should be accomplished.

One of the subjects to be considered for voluntary cooperation between the City and the suburban school districts, shall be the study of the feasibility of establishing magnet schools located in suburban districts with attendance open to students of both the suburbs and the City. Consideration may be given to the expansion beyond the boundaries of St. Louis County into St. Charles and Jefferson Counties subject to limits of distance and practicality. The location of these magnet schools should be determined by agreement between the St. Louis Board of Education and the suburban school districts involved. The State and the St. Louis Board of Education will investigate the availability of funding for this program. A joint report on the status and results including the availability of technical assistance and funding of this effort should be given to the Court by the United States, the State defendants and the St. Louis Board of Education on

Pursuant to [this] paragraph . . . the State of Missouri and particularly the State Board of Education and the Commissioner of Education of the State

of Missouri shall submit a new Plan of voluntary and cooperative desegregation on or before The Plan shall encompass each district within St. Louis County. Jefferson and St. Charles Counties shall also be included for use of magnet schools to be located in St. Louis City and County.

The State of Missouri shall report back to the Court on . . . as to those districts in St. Louis County, Jefferson and St. Charles Counties that are willing to participate in the plan and those that are not willing to participate in the plan. The report . . . shall include the number of students that each district is willing to receive and those that they desire to send outside of their district, either to magnet schools in the County or in the City of St. Louis, including the race and grade of those students.

Paragraph 12a in its original form was approved by the Eighth Circuit in its opinion of February 3, 1981:

Section (a) of paragraph 12 directs the parties to "make every feasible effort" to work out a voluntary plan of inter-district pupil exchanges to be implemented in the 1980-1981 school year. Because the plan is to be voluntary, no question is raised about whether the district court will be able to enforce the plan once it is drawn up. Under the terms of the order, the plan is to be designed to "assist in alleviating the school segregation in the City of St. Louis [and to ensure] that inter-district pupil transfers will not impair the desegregation of the St. Louis school district." 491 F.Supp. at 353. Thus, the voluntary exchanges contemplated by section (a) must be viewed as a valid part of the attempt to fashion a workable remedy within the City. Liddell v. Board of Education of the City of St. Louis, No. 80-1458 (8th Cir., Feb. 13, 1981), slip op. at 19.

After some continuances, this Court, on March 4, 1981, ordered the State defendants, in cooperation with the Board of Education of the City of St. Louis and the United States, to file a 12(a) plan or plans within sixty days. An interim progress report was to be filed by the above parties within thirty days. Edward T. Foote, Chairman of the Desegregation Monitoring and Advisory Committee, was also requested to propose and file a plan for voluntary inter-district desegregation by March 27, 1981.

On March 27, 1981, the Chairman of the Desegregation Monitoring and Advisory Committee, Dean Edward T. Foote, submitted an educational plan for voluntary inter-district desegre-

gation. On May 4, 1981, the State defendants filed a plan for "voluntary transfer of students in the St. Louis Metropolitan area." On May 4, 1981, the United States and the Board of Education of the City of St. Louis also filed a joint plan pursuant to this Court's order of March 4, 1981. Both the State's voluntary plan and the U.S./City Board plan drew heavily from the Foote plan. The matters contained therein are identical or substantially similar to the Foote plan in many respects. There are many areas of agreement among the three plans as well as some differences. The State and U.S./City Board plans often flesh out the Foote plan and contain more specific criteria than proposed in the Foote plan, probably as a consequence of having additional time to prepare and file their plans.

At the request of the Court, on June 18, 1981, the court-appointed expert, Dr. Gary A. Orfield, also filed an educational plan for voluntary, cooperative desegregation of the schools in the St. Louis metropolitan area. This plan also draws substantially from the Foote plan.

The intervening plaintiffs, Adams, although not ordered to do so, submitted a proposal for metropolitan desegregation on April 27, 1981. It deals with 12(a), 12(b), and 12(c) plans. It suggests that a regional school district embracing St. Louis, St. Charles and Jefferson Counties and the City of St. Louis be established which would include several local school units. The regional school district and local school units would be governed by elected boards which would have power to deal with education in the metropolitan area.

A substantial problem in effectuating a desegregation remedy is providing for its costs. The Adams proposal was the only one which submitted that a regional school district would be responsible for levying a uniform, equalized tax for education throughout the area and distributing such tax money to the boards of local school units. The proposal is based on the proposal of the Missouri School District Reorganization Commission issued in November of 1968.

After reviewing the similarities and differences among the various plans for voluntary desegregation and considering the record as a whole, the Court in issuing this order and in adopting the plan embodied herein seeks to draw from the best aspects of each of the proposed plans.

The Court held an evidentiary hearing on May 21, 26, 27, and 28, 1981, at which all parties were afforded an opportunity to call, examine, and cross-examine witnesses and to offer exhibits and such other evidence they deemed appropriate.

Dr. Robert Bartman, Administrative Assistant to the State's Commissioner of Education, testified on behalf of the State; Superintendent Robert Wentz and Dr. Gordon Foster testified on behalf of the City Board; Dr. David Bennett, Deputy Superintendent of Milwaukee Public Schools, testified on behalf of the Caldwell plaintiffs; and Dr. Gary Orfield, the court expert, as well as Dean Edward T. Foote, also testified.

All of the witnesses testified in agreement with the conclusion that this Court and the Court of Appeals had expressed: that a voluntary inter-district desegregation plan would be helpful in desegregating the remaining segregated schools in the City's school system.

Dr. Foster and Mr. Bennett described the results of similar voluntary plans in Milwaukee, Hartford, Rochester, and Boston. Those plans contained incentives for participating school districts similar to those in the proposed 12a plans, although in some cases at a much higher level of state contribution. None of the plans contained a tuition incentive for students similar to that proposed in the U.S./City Board plan. The average level of participation in the plans was from 1000 to 1500 students going from the city to the suburbs, and from 150 to 200 students from the suburbs to the city.

Dr. Orfield considered the tuition incentive proposal to be an "exciting" idea and suggested implementation on a limited basis to determine its potential effect.

Mr. Bartman, on behalf of the State, testified that the State Board supported fiscal incentives for school districts but in no specific amount.

Dr. Orfield proposed that an expert be retained to design a pilot, or experimental, program to test this tuition proposal before the Court decides whether to order it implemented generally. The City Board supported Dr. Orfield's recommendation in this regard.

In addition, Dr. Orfield suggested that it may be too close to the start of the 1981-82 school year for the City Board to be successful in establishing new magnet schools which would open in September of 1981. Dr. Orfield urged that the City Board should focus on using and expanding its existing magnet schools.

Dr. Foster testified that the U.S./City Board plan promises to achieve a greater amount of actual desegregation than the State plan and is in many important respects far more specific and detailed than the State plan.

Dean Foote, who is highly regarded by all the parties, testified as to his activity in developing his plan as ordered by the Court. He testified he met with many individuals representing different interests and found there was much consensus among the various parties and suburban districts. He indicated that the basic concept of the plan was voluntarism and would have a "good chance" of success. He testified as to the plan he submitted to the Court and the various components of his plan. He was cross-examined by several of the parties.

After consideration of the various 12a plans submitted to the Court; the evidence and argument submitted to this Court at the hearings held in May, 1981; the briefs and memoranda filed by the parties; the entire record in this litigation to date; and the Court having concluded that the implementation of a voluntary plan can assist in effectuating compliance with the mandate of the Eighth Circuit Court of Appeals, the Court adopts and approves the following plan to alleviate desegregation in St. Louis. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the following plan be implemented beginning with the start of the school year 1981-1982.

PART TWO -- THE PLAN

I. General Characteristics

These general characteristics apply to all of the following elements of the plan:

A. The plan is voluntary in philosophy and fact. This point is central to this plan and distinguishes it from other alternatives. The word "voluntary" as used throughout should be understood in its usually accepted sense, specifically:

No students would be required to attend any schools but those to which they would normally be assigned. The plan presents additional options and incentives for students, parents, and school districts. Every decision concerning the choice of schools and districts other than students' home schools and districts would be made by students and their parents.

Participation in this plan is neither an admission of liability nor an element of proof of liability of any suburban school district in an inter-district school desegregation case.

A school district's participation in this plan would be voluntary. Each school district in the St. Louis metropolitan area is encouraged to make its own independent decision whether to participate in the plan.

B. This plan is designed to lead to an educationally sound and relatively expeditious means of promoting racial desegregation of the public schools throughout the metropolitan area, provided that a sufficient number of school districts in the metropolitan area agree to participate and the plan proves effective.

C. Voluntary acceptance of this plan by a participating district constitutes formal commitment toward furthering desegregation. All districts are encouraged to adopt any additional educational or other programs that would reasonably further desegregation, whether or not they were part of this plan. By

participating in the plan, each district acknowledges a responsibility not to engage in any purposeful and intentional segregative activities. Each participating district shall adopt procedures to ensure that transfers are prohibited if they would increase segregation.

D. The plan has three broad segments:

1. Permissive, inter-district transfers to existing programs that already have available space (or where space may be made available) when the transfer would decrease racial segregation;
2. Specialized "magnet" schools and "magnet" programs that could be either full-time or part-time;
3. Educational programs designed to increase and promote constructive experiences for students of different races, but not necessarily in traditional "academic" settings- or within or by virtue of association with schools.

II. Definitions

For purposes of this order, the following terms are defined below:

"Home District" means the participating district which is the district of residence of the student transferring to another district pursuant to this plan.

"Host District" is the participating district which receives a student who transfers from another district pursuant to this plan.

"Magnet Program" means a specialized educational offering in an existing school or elsewhere that students would choose for part of their educational experience while retaining primary affiliation with their "home" schools.

"Magnet School" means a school offering a specialized program of instruction to students assigned there on a full-time basis.

"Metropolitan Area" includes the City of St. Louis, St. Louis County, St. Charles County, and Jefferson County.

"Participating Districts" means those districts that voluntarily decide to participate in the plan.

"Part-Time Integrated Programs" are educational activities in which students from two or more schools cooperatively engage, usually at an educational, cultural, or governmental institution other than the participating schools. At least one of the paired schools must not have a majority black enrollment.

"Plan Ratio" means a racial ratio of students in the schools of the participating district of seventy-five percent white -- twenty-five percent black. The evidence and pleadings represent that the racial ratio in the St. Louis metropolitan area is seventy to eighty percent white. The Racial Ratio of this plan reflects both the long-range central objective of the plan and the necessity of certain realistic limitations on effort to achieve the Racial Ratio.

"Regular Programs" are non-magnet school programs. In the St. Louis public schools, regular school programs are generally organized in the following grade configurations: Kg.-5, Kg. 6-8 and 9-12.

"Space Available" is the number of individual spaces for students within a school district not being filled by resident students of the district. Space available in a district is based upon building capacity and resident student enrollment. In initially determining what space is available in their district, participating districts shall consider the following:

Currently unused but suitable space (e.g., closed buildings) may be considered as potential available space in determining the number of transfer students a participating district can accept.

Students who choose to participate in magnet schools and programs will open up space in their home districts. An estimate of the number of students in each district who will enroll in magnet schools shall be made by participating

district and an appropriate adjustment made in its estimate of the space available in its district.

The formula for computing spaces available on an individual school basis shall be: total number of classrooms in building available for regular grade instruction minus classrooms used for special purposes times pupil teacher ratio minus anticipated enrollment equals space available.

School districts receiving transfer students will be reimbursed for expenses of all transferring students and, thus, aided in hiring additional staff as necessary to accommodate transferring students.

"Students" includes pre-school, elementary, and secondary students throughout the St. Louis metropolitan area.

III. Permissive, Inter-District Transfers to Existing Programs

A. Students who are members of the racial majority of the student population at a school in any participating district have the right to transfer voluntarily to a school and district in any other participating district in which they would be in the racial minority on certain conditions. The following provisions shall govern the operation of permissive inter-district transfers:

1. A student whose race is in the majority in the home district is eligible and has a right to transfer to a host district and school where the student's race is in the minority only when space is available in the host district and host school.

2. Each participating district shall list the number and grade level of transfer students it can currently accommodate without opening additional schools or hiring staff at the time it accepts this plan.

3. The host district will determine the space available in the host district and host school pursuant to the definition of space available set forth herein so that no student

in the host district will be displaced by a permissive inter-district transfer student.

4. The host district shall provide the same educational and related services to the permissive transfer student as are provided its own students. The commitment to accept the student shall be for the duration of the student's voluntary participation in the plan.

5. Participating districts shall provide information to the Coordinating Committee (see infra) on space available by school and by grade. Information shall also be provided for dissemination that will include mention of the special characteristics of each school with available space, including program strengths, enrollment, racial composition, extra-curricular activities, parent organization, location, and any other information that would reasonably be expected to assist parents and students in making an informed choice.

6. An eligible student may apply for a specific school in a host district in which available space has been identified. A student may list several choices of schools in the order of preference to allow for the possibility that space in the school of first choice is filled prior to the processing of the application. The host district shall accommodate these student preferences to the extent possible.

7. Participating districts shall actively promote the permissive inter-district transfer program through positive discussions and presentations to their students, through the distribution of written information about the choices available, and by other appropriate means.

8. Permissive interdistrict transfer applications shall be approved for eligible students by the Recruitment and Counseling Centers (see infra) under the supervision of the Coordinating Committee on a first-come, first-served basis, subject to the following priorities:

- a. Black students who live in the City of St. Louis and white students who live in majority white county districts.

b. Any eligible black student attending a school with an enrollment that is ninety percent or more of the student's race.

c. All other eligible applicants.

9. After the first year of the operation of the plan, students must exercise their right to transfer before March 1 of each year to be eligible for priority consideration. After that date each year, they would be treated like any other student from another participating district on a first-come, first-served basis. Once a student exercises his or her right to participate in the plan, the student will continue in said plan until the student affirmatively withdraws from participation as herein set out.

10. The host district shall honor the grade placement for the student as certified by the home district.

11. A permissive transfer student may elect to return to the home district by giving notice to the host district in compliance with this plan, i.e., by March 1 of the preceding year, without penalty to a host district that had fully complied with this plan.

12. The host district shall acknowledge the acceptance and enrollment of a permissive inter-district transfer student. The acknowledgment of acceptance shall include a written notification of acceptance to the student and/or parent as practicable, the home district, and the Director of the Recruitment and Counseling Centers. Should the transfer be terminated, a written acknowledgment shall be provided the student and/or parent as practicable, the home district, and the Director of the Recruitment and Counseling Centers.

Participating districts shall also exchange student transcript information as needed.

13. All applications for permissive transfers shall be processed by the Recruitment and Counseling Centers. The Centers shall keep up-to-date records on space available in participating districts and on all permissive inter-district transfer students and the status of such transfers.

14. Any students transferring inter-district for any program shall meet the same criteria for admission and responsibilities that apply to students of the host district.

15. Once admitted, permissive inter-district transfer students will be expected to meet the same general standards, academic and other, as applied to students of the host district. Once admitted, permissive inter-district transfer students shall be eligible to participate in all school programs (academic, athletic, extracurricular and other) and shall not suffer any disability or ineligibility because they are permissive inter-district transfer students.

16. Participating districts shall apply disciplinary standards and procedures in a nondiscriminatory manner. Each participating district shall develop procedures to ensure that permissive inter-district transfer students are not re-segregated through educationally unjustified assignments..

17. Students who have demonstrated disruptive behavior in their home district may be prohibited from participating in the permissive inter-district transfers. All participating districts shall notify others and provide any available, substantial evidence of disruptive behavior of a student proposing a permissive inter-district transfer to another participating district. Prior to any student's transfer, the home district shall issue a statement that the transferring student has not demonstrated disruptive behavior.

III B. Subject to space available, each participating district with a student population that is majority white shall accept up to as many black permissive inter-district transfer students as would constitute fifteen percent of the total student population in that district, except that no participating district shall be required to accept more black permissive inter-district transfer students than would raise the overall percentage of blacks in the total student population higher than twenty-five percent. Subject to space available, a participating district that is majority black would similarly accept white transfers up to the "Plan Ratio." Nothing in this section shall be construed to prohibit any participating district from exceeding the plan ratio if in doing so it furthers racial desegregation.

III C. Without regard to space available or the plan ratio, and so that all participating districts have the opportunity to participate in student transfers, each participating district with an enrollment of 8,000 students or less shall make available each year at least fifty spaces, and each participating district with an enrollment of over 8,000 students shall make available at least 100 spaces. In each succeeding year, such participating districts at a minimum shall agree to make available for transfers under this plan additional spaces equivalent to an additional one percent per year of its current resident enrollment until the district's enrollment reaches the plan ratio. Any participating district which does not receive sufficient transfers to fill these minimum spaces shall actively recruit students to fill those spaces.

D. Once students exercise their right to participate in the plan, they will continue in said plan until they affirmatively withdraw from participating by notifying the host district on or before March 1 of any school year for withdrawal from the succeeding school year.

E. Students who have elected to transfer under this plan shall remain students of the host district until they choose to return to the district where they reside. These students will not have to transfer each year or exercise a transfer choice to remain in the host district.

F. The City Board shall affirmatively recruit white students under this plan, and other participating districts shall cooperate in this effort.

G. If more permissive interdistrict transfer students apply to attend school in a participating district than there are spaces available, these students may list additional choices of host districts in order of preference, and they shall be placed in another host district of their choice if possible.

IV. Magnet Schools and Magnet Programs

Magnet schools and magnet programs are a very important part of a voluntary plan for desegregation. Magnet schools and pro-

grams offer specialized educational programs which cannot be offered in a school that does not draw students from a large area. Magnet schools and programs have been a very successful element in the City's desegregation plan. Therefore, provided a sufficient number of participating districts agree to accept this plan as determined by this Court:

A. The number of magnet schools in the metropolitan area shall be increased as follows:

1. Two new magnet schools shall be created in the City of St. Louis, patterned after "Individually Guided Education" at Woerner (1-8) and the "Academy of Basic Instruction with the Mastery Learning Approach" at Lyon (Kg.-8) (kindergarten will be all day and magnet). These two new magnet schools will begin operation at the start of the 1981-82 school year if the City Board determines this to be feasible. If it is not feasible, then these two new magnet schools shall open in time for second semester of the 1981-82 school year.

2. Two existing magnet schools shall be expanded. Stix Investigative Learning Center shall become a 5-8 (Kg. for neighborhood) center, while a 1-4 Investigative Learning Center shall be established at Mason School. The Visual and Performing Arts Center at Shaw School shall become a 5-8 (Kg. for neighborhood) center and a 1-4 Visual and Performing Arts Center shall be set up at Gardenville School. These expanded magnet schools will begin operation in the 1981-82 school year if the City Board determines this to be feasible. If it is not feasible, then they shall be expanded in time for the second semester of the 1981-82 school year.

3. The participating districts, working through the Coordinating Committee, may develop such other magnet schools and programs as they believe are educationally justified and will facilitate the goals of this plan. Such magnet schools and programs shall not duplicate undersubscribed magnet schools or programs offered in the City of St. Louis.

B. Subject to the basic principle of fifty percent white to fifty percent nonwhite racial enrollment in the magnet schools:

1. Students from suburban school districts who apply for admission to existing magnet schools in the City of St. Louis shall be admitted on a first priority basis, if their transfer from the district of origin does not increase racial isolation in that district or in the magnet school.

2. Existing magnet schools to be expanded shall admit students according to the following policy:

a. The present enrollment of the school will be given first preference.

b. Second preference will be given a member of the race which is a minority at the magnet school in question.

3. New magnet schools created pursuant to this plan shall admit students according to the following policy:

a. Priority consideration will be given to black city students and white county students.

b. Second preference will be given to white city students and black county students.

C. All applicants to magnet schools or magnet programs shall make formal application to one of the Recruitment and Counseling Centers for processing. Working cooperatively, the centers will send to individual students one of the following: notices of acceptance and assignment; notices of acceptance and placement on waiting lists; and notices of rejection. A time line will be developed by the Coordinating Committee providing cut-off dates for each priority of students.

V. Part-Time Educational Programs

A. Part-time Ancillary Programs. Many of the part-time ancillary programs are presently in operation in the St. Louis public schools and shall be expanded to include participating districts.

Among those programs presently in operation which shall be expanded are the following:

- Pairing and Sharing
- The Law and Education Project
- Springboard to Learning
- Career Education
- The School Partnership Program
- Ethnic Heritage
- Radio Station KSLH

Another program which shall be expanded for the benefit of both city and county students is the English as a Second Language (ESL) program. This program is presently operational in three schools that have been designated as ESL Centers. Students must be enrolled in the school and show need of ESL services before they can participate.

Additionally, cultural/educational institutions with long-standing and enviable records for their educational programs for school children as well as the adult community have made commitments to participate cooperatively in programs specifically designed to bring together students from city and county schools. They have well-trained staffs and well-equipped facilities for extending learning experiences beyond conventional classrooms to the broader environment of the community and the world at large. The institutions involved are:

- KETC-TV
- McDonnell Planetarium
- Missouri Botanical Garden
- Missouri Historical Society
- Museum of Science and Natural History
- Saint Louis Art Museum
- Saint Louis Symphony
- Saint Louis Zoo
- United Nations Association
- Urban League Library

The voluntary integration program to be offered by these institutions will be a cooperative effort between each institution and the participating schools. As a first step, the institutions will establish certain general guidelines for their respective programs and extend the opportunity for participation to schools in the city and county. Faculty members and administrators will recommend students for participation in the programs.

While the format and scope of the programs will vary from institution to institution, each will have a common denominator: To bring together racially mixed groups of students from the metropolitan area districts periodically for programs of unique educational value.

Additionally, it is envisioned that cable television could become an integral part of the metropolitan voluntary plan.

B. Part-Time Specialty Programs. Students enrolled in part-time specialty programs shall attend classes a half-day for a complete semester or a full year. These programs include:

Honors Art

Honors Music

Public Safety

Transportation

Mass Media

A student may participate by enrolling in that high school or by spending one-half day in his/her home school and the other half in the high school of the specialty. Honors Art and Honors Music shall be in a school setting which houses only these programs. For these last two programs, students must spend one-half day in their home school and the other half day in Honors Art or Honors Music Programs. Public safety classes will be held at the Police Academy or Fire Academy. All specialty programs are at the secondary level.

C. Policies and Procedures

1. Pupils must apply for admission into part-time specialty programs and will be admitted on a first-come, first-served basis with consideration being given to racial balance.

2. Part-time ancillary program experiences will be cooperatively planned and implemented by staff at the participating schools and institutional staff where appropriate with due consideration being given to racial balance.

VI. Staff Exchanges

A. Description

The success of a metropolitan desegregation plan will be facilitated by the provision of personnel with understanding and sensitivity for the concerns and needs of students and parents involved in new experiences at unfamiliar sites. Staff exchanges allow for meeting this need by making available in host districts professional personnel from the home districts.

Staff personnel in various capacities may agree to work in a district other than their home district for a specified period. During that time, they would report to and operate under all rules and regulations of the district in which they are working.

Basic assumptions for staff exchanges follow:

1. That the district from which a staff member comes shall continue to pay that person on the salary scale for that district.
2. That teachers and administrators will have an opportunity to confer prior to the assignment.
3. That all arrangements as to the number of staff that would transfer and the duration of such transfer shall be reached cooperatively between the home district, host district, and the teacher or administrator involved.
4. That opportunity for flexibility shall be built into these arrangements with consideration toward achieving racial balance.

B. Policies and Procedures

Staff exchanges involve a staff member from one district volunteering to work in another district in the same capacity he or she is presently serving, unless otherwise agreed upon.

The following guidelines, consistent with the purposes of this plan and subject to whatever revisions are mutually determined as necessary by participating districts, will be followed in implementing staff exchanges.

1. A staff member of satisfactory or above rating may volunteer to participate in the staff exchange program.

2. Short term one-to-one staff exchanges may occur as follows:

a. Principal of school A in the city or county will serve in school B in the city or county for a month, two months or whatever the agreed upon time.

b. Other staff of school A in the city or county will serve in school B in the city or county for a month, two months or the agreed upon period of time.

c. Long-term voluntary exchanges would involve a staff member declaring willingness to serve in a district other than the one to which presently assigned for a semester, a year or an indefinite period of time.

d. Guidelines by the Coordinating Committee would be established for staff exchanges to assure compliance with Court orders.

e. No district would displace present personnel to accept personnel from another district.

f. Teachers who participate in staff exchanges would attend workshops/seminars which would help prepare them for their new assignments.

VII. Parent and Community Involvement

A. Description

One of the current thrusts in education nationwide is the concept of parent involvement in schools. At many local levels throughout the United States, boards of education have organized and implemented departments which function in this particular capacity. The focus of such programs is to improve the quality of education for children.

Parental involvement program centers shall be established in strategic places throughout the entire metropolitan area. Parents will be provided a comfortable setting in which to learn about the developmental stages of children, how to develop positive self-concepts in their children, how to provide meaningful assistance with school work and through participation in field experiences, and how to provide meaningful trips to places of interest for their children.

Activities such as slide presentations, seminars and group discussions will be utilized in assisting parents to gain knowledge and skills in helping their children. Topics would include programs from The Master Package for Bowdoin Method, i.e.:

- Parents and Teachers
- Vocabulary Building
- How Your Child Learns
- Words That Win Children
- Instead of Nagging
- The Importance of Good Feelings
- How Things Look
- Getting Ready for Reading
- Help Your Child Read Better

Parent and community organizations in conjunction with respective school staff would work cooperatively to open and keep open the lines of communication between school, home and community.

B. Policies and Procedures

The Coordinating Committee shall submit recommendations for the parental involvement program centers, including:

- identifying public information liaison persons to be assigned where needed.
- suggesting parental involvement specialists to be assigned where needed to serve as technical assistants to school principals, parents and community groups; and
- providing training in developing communication, leadership and parenting skills.

VIII. Transportation

A. The Missouri State Department of Elementary and Secondary Education shall provide the expertise to resolve the details of routes, distances, and kinds of appropriate transportation as the specifics of the plan to be adopted are determined.

B. The transportation plan finally approved by the State Department of Elementary and Secondary Education shall include the following:

1. Transportation will be provided for inter-district permissive transfer students enrolled in regular or magnet programs who reside more than one mile from the school site.
2. Transportation will be provided for students enrolled/participating in part-time ancillary programs and half-time specialty programs.
3. Board owned and operated buses of participating districts will be used to transport students where possible, and contracted bus service will be utilized where necessary.
4. Students will be provided with bus passes where feasible.

C. The State Department of Elementary and Secondary Education shall be responsible for negotiating transportation

contracts for the purpose of transferring students participating in the plan. All transportation contracts and routes established pursuant to this plan shall be approved by the State Department of Elementary and Secondary Education.

IX. Administrative Coordination

A. Coordinating Committee

1. A "Coordinating Committee" shall be established to supervise and manage this plan and shall be organized and constituted within forty-five days of the date of this order. It shall exist as long as this plan exists.

The Coordinating Committee shall include one professional administrator selected by each participating school board, one city teacher selected by the American Federation of Teachers, and one suburban teacher selected by the Missouri Education Association, as well as one city parent selected by and serving on the Court's monitoring committee and one suburban parent serving on the Council of the Cooperating School Districts of St. Louis County. The Coordinating Committee shall include a representative of the State Department of Elementary and Secondary Education, selected by the Commissioner of Education.

Each person shall be appointed for a term of one year. If the appointing authority fails or refuses to make an appointment, the Court shall select a representative. If a vacancy occurs, the appointing authority shall make a new appointment; if the authority fails to do so, the Court shall select a representative.

Each participating district shall name its representative to the Coordinating Committee within ten days after it accepts the voluntary desegregation plan. All other authorities entitled to designate a representative on the Coordinating Committee shall submit the name of their nominee within forty-five days of the date of this order.

2. The purpose of the Coordinating Committee is to coordinate, to oversee generally, and to plan for and make

recommendations concerning the plan. The Committee shall adopt such by-laws, rules and operating procedures not inconsistent with this plan or court orders as it may deem necessary and shall submit the same for approval by the Court. The Committee shall file an initial staff budget, organization, and membership report to the Court no later than September 15, 1981.

3. The Coordinating Committee shall have a full-time staff of sufficient size to ensure the efficient implementation and operation of the plan. A director shall be named to head this staff.

The Court believes that the success or failure of the plan will depend in large measure on the actions taken by the parties within the next thirty days. To the end that these activities may be most effectively coordinated, the Court designates Susan Uchitelle, the Missouri Supervisor of Instruction for Area A, as interim director.

4. The Coordinating Committee and its staff shall, in cooperation with the participating districts, be responsible for developing policies and procedures to implement and operate all aspects of the plan. In particular, it shall be responsible for developing policies and procedures for:

- a. Part-time educational programs;
- b. Staff exchanges
- c. The parent and community involvement programs.

These policies and procedures shall be developed in a manner consistent with the principles set forth in the plan. They shall be developed and submitted to the Court for approval as soon as practicable, but not later than December 31, 1981.

5. The Coordinating Committee and its staff shall assist participating districts in the functions listed below:

- a. Planning and implementing new magnet school programs.
- b. Developing policies and procedures related to the plan.

c. Supervising recruitment and counseling in student exchanges.

d. Coordinating dissemination of information on programs to the community.

e. Assisting in identifying possible sites, building capacities and spaces available.

f. Assisting in developing and implementing an effective system for transporting students.

g. Coordinating services in the area of safety and security.

h. Coordinating staff development activities in order to prepare staff to function in integrated settings.

i. Developing guidelines for staff exchanges to assure compliance with Court orders.

j. Preparing annual budgets for submission to this Court.

k. Coordinating other administrative activities as needs become apparent.

6. Should it be determined by the Coordinating Committee that special centralized management and instructional support services are needed to implement the plan (e.g., food service, data processing, purchasing, staff development, audio-visual services) such services may be authorized by the Coordinating Committee. All participating districts shall be eligible to share in these centralized services.

7. The Coordinating Committee shall report every six months to the Court on the current status of all activities going forward under the auspices of the plan with the first report due January 1, 1982.

B. Recruitment and Counseling Centers

1. The existing Recruitment and Counseling Center in the City of St. Louis shall continue to function as per the St. Louis public schools desegregation plan. A new Recruitment

and Counseling Center for this voluntary plan shall be established in a central location in St. Louis County. This Center shall have a full-time staff of sufficient size to ensure the efficient implementation and operation of the plan and shall report to the Court within six months of its establishment regarding its personnel, policies, and activities actually conducted.

2. The Recruitment and Counseling Centers, with their staffs increased by representatives from participating districts and under the supervision of the Coordinating Committee, shall process all applications for permissive transfers, conduct recruitment drives in the participating districts, conduct related advertising campaigns, and coordinate the development and dissemination of information about the choices available to students.

The Recruitment and Counseling Centers shall keep up-to-date records of all permissive inter-district transfer students and the status of such transfers.

3. These centers shall be coordinated by a Director of Recruitment and Counseling Centers under the supervision of the Coordinating Committee. The city summer satellites will continue to be located in the southeast, southwest, northeast and northwest sections of the city. Additional satellite stations may be established in St. Louis, Jefferson, and St. Charles Counties as the need may arise upon application to the Court.

Any student involved in this plan, either in a part-time specialty program or in a full-time program, will be processed through the Recruitment and Counseling Centers. Students involved in part-time ancillary programs will not be processed by the Centers. The costs of these centers and any necessary support staff shall be included in the budget of the Coordinating Committee and shall be funded by the State of Missouri.

X. Finances

A. During the first year's operation of this plan, for

each student who voluntarily transfers from his or her district to a host district, the home district will receive one-half of the state aid it would have received had the student remained in his or her home school. Each host district shall report its average cost of educating a student to the Coordinating Council. The State shall reimburse the host district for the first \$1,250 of the average cost for each transfer student, and shall reimburse fifty percent of the additional average cost over \$1,250. The State shall calculate how much money would have been paid in state aid to the home districts from State foundation funds had the transfer students remained in their home districts. That sum shall be applied to the costs of this plan and shall continue to be charged to the foundation funds. Additional costs required by this plan, however, shall not be funded from foundation funds. Students who are accepted in a host district shall not be required to pay any fee to the host district as an out-of-the-district student.

After operation of the 1981-82 school year, the Court shall review the matter and enter the appropriate orders as to these costs.

B. All other costs or expenses of this plan for the first year shall be borne by the State of Missouri. This includes the start-up costs and building modification costs of new magnet schools and expanded magnet programs; parent and community involvement centers and part-time educational programs; transportation of transferring students; and the operating expenses of the Coordinating Committee, its staff, and the expanded Recruitment and Counseling Centers. If the City Board, the State, or other participating districts obtain ESAA Out-of-Cycle Assistance Grants, or other funds, the amount of such funding shall be deducted from the State's funding requirement for the plan.

C. No later than March 1, 1982, the Coordinating Committee shall, and the State of Missouri or any other party participating in the voluntary plan may, submit a budget to the Court to fund this plan for the ensuing year.

XI. Participation in Plan

A. The State Department of Elementary and Secondary Education of Missouri shall, within five days of the entry of this order, distribute it to the superintendents of all school districts in the metropolitan area. All school districts located in the metropolitan area shall have until August 6, 1981, to advise the Clerk of this Court of their intention to become participating districts for the school year 1981-82 and their acceptance of all of the terms and conditions of this order. Thereafter, when non-participating school districts wish to join this plan, they shall advise the Court, on or before January 31, of their intention to become a participating district for the ensuing year.

At the time of accepting the plan, each participating district shall submit space available and information required for dissemination to the Coordinating Committee. Within ten days after acceptance, each participating district shall name its representative to the Coordinating Committee.

B. Any participating district shall have the right to withdraw from the plan for the ensuing school year, if it notifies the Court and the Coordinating Committee prior to March 1 of its intention to do so. Voluntary inter-district transfer students currently attending a participating district which elects to withdraw from the plan shall have the right to remain in their host school and the withdrawing home district shall continue to receive state aid as per this order until such time as the students graduate or leave the district, unless the Court upon good cause shown directs otherwise. Voluntary inter-district transfer students in such circumstances shall continue to enjoy all the rights and protections afforded by this plan.

C. The plan submitted by the United States/City Board contains a provision that each permissive transfer student would receive one year free education in a Missouri institution of higher education for every two years of voluntary permissive transfer. Before adopting this novel approach, the Court directs

the parties to make recommendations concerning potentials and limitations of this concept and suggestions as to how it may be used on an experimental basis. The parties shall also compare the costs of a tuition-credit concept with other educational programs employed to reduce segregation. The parties are encouraged to seek the aid of educational experts. The Court may also receive suggestions from the Center for Social Organization of Schools at Johns Hopkins University and its own experts.

D. The Court may thereafter consider the possible approval of the implementation of a model tuition-credit program.

XII. General Provisions

A. All participating districts are required not to engage in any purposeful segregative activities and shall adopt procedures to ensure that transfers shall be prohibited if they would increase segregation.

B. Participation in this plan by any school district shall not be deemed an admission of liability nor an element of proof of liability in any inter-district school desegregation case.

C. All previous orders of this Court not inconsistent herewith remain in full force and effect.

D. Given the broad geographic dimensions of the plan, practicalities of participation by individual districts may require slight variations in the plan. The Court will consider any suggestions or responses which are consistent with the desegregation purpose of this plan, from any suburban school district which will participate in the plan. Such responses shall be submitted within twenty days.

E. This Court retains jurisdiction of this action for all purposes, including the entry of such additional orders as may be necessary or proper.

PART THREE -- LEGAL ASPECTS

The Court finds that this voluntary plan meets constitutional and judicial standards. The plan adopted herein is, in the

opinion of the Court, fair, adequate and reasonable; educationally sound; and conducive to obtaining a proper level of constitutional compliance and will aid in eliminating the remaining vestiges of school segregation.

The plan constitutes a valid effort to implement the mandate of the United States Court of Appeals in Adams v. United States, 620 F.2d 1277, 1296 (8th Cir.), cert. denied, 101 S.Ct. 88 (1980):

. . . The Board shall use other techniques to ensure students in all schools will receive equal educational opportunities. It shall seek the help of the state and federal governments in financing them. These techniques may include the following:

. . . (2) Developing and implementing programs providing less than full-time integrated learning experiences,

(3) Developing and implementing a comprehensive program of exchanging and transferring students with the suburban school districts of St. Louis County. The Board shall seek the cooperation of such school districts, the State Board of Education and the United States in developing and implementing such a plan. 620 F.Supp. at 1296.

This plan is also in accord with Judge Meredith's order of May 21, 1980, 491 F.Supp. 351, 353, to make

every feasible effort to work out with the appropriate school districts in the St. Louis County and develop . . . a voluntary, cooperative plan of pupil exchanges which will assist in alleviating the school segregation in the City of St. Louis, and which also insures that inter-district pupil transfers will not impair the desegregation of the St. Louis school district ordered herein. . . .

The Court finds that the plan herein ordered would aid in reducing racial isolation and segregation in St. Louis. The Plan is designed to lead to an educationally sound and relatively expeditious means of promoting racial desegregation of the public schools throughout the metropolitan area, provided that a sufficient number of school districts in the area agree to participate in the plan and the plan proves effective.

A desegregation plan is not disapproved merely because it is voluntary. Green v. County School Board of New Kent County,

391 U.S. 430 (1968), holds that the standard of a voluntary plan is the adequacy of the plan.

The scope of a district court's equitable powers to remedy past wrongs is broad, for breadth and flexibility are inherent in equitable remedies.

Swann v. Board of Education, 402 U.S. 1, 15 (1971).

In Milliken v. Bradley, 433 U.S. 267 (1977), the Supreme Court said that application of these equitable principles required the federal courts to focus on three factors: (1) that the remedy is related to the condition alleged to offend the Constitution, (2) that the decree is indeed remedial, that is, it is designed to restore victims to the position they would have occupied absent the violation, and (3) that the remedy take into account the interests of state and local authorities in managing their own affairs, consistent with the Constitution. 433 U.S. at 380-81. The Supreme Court has

recognized that the choice of remedies to redress racial discrimination is "a balancing process left, within appropriate constitutional or statutory limits, to the sound discretion of the trial court."


Fullilove v. Klutznick, 448 U.S. 448, 508 (1980) (Powell, J., concurring).

The plan is purely voluntary. By participating in such a voluntary plan, the suburban school districts would enrich the educational opportunities for all children, would decrease racial isolation, and would enhance other cooperative efforts in the metropolitan area.

Pursuant to the mandate of the Eighth Circuit Court of Appeals, this Court can countenance no further delay in elimination of the vestiges of racial segregation in the St. Louis public school system. Participation in this voluntary plan would be a factor in weighing the necessity of a compulsory inter-district plan. However, if the goal of constitutional compliance cannot be met through this voluntary plan, the Court must give serious consideration to the validity of the imposition of a compulsory inter-district remedy.

The plan is directly related to remedying racial segregation in St. Louis, which is the condition alleged to offend the Constitution. The plan is remedial in nature, both with respect to educational components and in the effort to provide integrated educational opportunities to students in St. Louis. Finally, the plan takes account of the interest of parents, students, and school boards in managing their own affairs.

Dated this 2nd day of July, 1981.


UNITED STATES DISTRICT JUDGE

September 28, 1961

Subject: [Illegible]

[Illegible]

[Illegible]

Appendix D

Implementation Plan Relative to
Special Education Services to Interdistrict
Desegregation Transfer Students

TO: Superintendent of Schools, [Illegible]

FROM: George J. [Illegible]

RE: [Illegible]

Enclosed please find [Illegible] on September 28, 1961, [Illegible] No. 1 on page 1 of the [Illegible]

The enclosed attached to the City of St. Louis, Missouri, shall constitute to each party to this [Illegible] and have a 30-day [Illegible] at each [Illegible] of the notice, and [Illegible] Implementation [Illegible], which [Illegible] of the Office of the Clerk of the Court.

Enclosed please find [Illegible] of the notice and the Implementation Plan. [Illegible] duplicate [Illegible] in accordance with [Illegible] order.

George J. [Illegible]
Enclosure

ZIERCHER, HOCKER, HUMAN, MICHENFELDER & JONES

ATTORNEYS AT LAW

SUITE 405

130 SOUTH BEMISTON

ST. LOUIS (CLAYTON), MISSOURI 63105

HERBERT W. ZIERCHER
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COUNSEL

ERWIN TZINBERG (1912-1974)

TELEPHONE
727-5822
AREA CODE 314

September 29, 1983

MEMORANDUMTO: Superintendents of Bayless, Brentwood, Clayton, Hancock
Place and Jennings School Districts

FROM: George J. Bude

RE: Judge Hungate's Order H(2689)83

Enclosed please find an order H(2689)83 entered by Judge Hungate on September 23, 1983. I call your special attention to Paragraph No. 1 on Page 3 of the Order which states:

"Each school district in the City of St. Louis and St. Louis County shall distribute to each public school within its jurisdiction and have available for public inspection at each school the complete text of the notice, and the complete text of the proposed Implementation Plan, bearing docket number H(2644)83, which is also available for examination at the Office of the Clerk of the Court."

Enclosed please find one copy, each, of the notice and the Implementation Plan. Kindly have these documents duplicated and distributed in accordance with Judge Hungate's order.

George J. Bude

GJB/lap
Enclosure

11-28-73

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CRATON LIDDELL, et al.,)
)
 Plaintiffs,)
)
 vs.)
)
 THE BOARD OF EDUCATION OF THE)
 CITY OF ST. LOUIS, MISSOURI,)
 et al.,)
)
 Defendants.)

No. 72-100 C(3)

IMPLEMENTATION PLAN RELATIVE TO
SPECIAL EDUCATION SERVICES TO INTERDISTRICT
DESEGREGATION TRANSFER STUDENTS

COME NOW defendant, Special School District of St. Louis County, plaintiff the Board of Education of the City of St. Louis, the Liddell plaintiffs, and the Caldwell plaintiffs, and pursuant to order of this Court, [H(2141)83], file the attached Implementation Plan with the Court. The parties request that the Court approve the Implementation Plan and enter such orders pursuant to Section VIII of this Plan as the Court deems necessary to meet the funding requirements of the Plan.

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IMPLEMENTATION PLAN RELATIVE TO
SPECIAL EDUCATION SERVICES TO INTERDISTRICT
DESEGREGATION TRANSFER STUDENTS

I. PURPOSE AND DEFINITIONS

A. Purpose and Goals.

1. This Implementation Plan (the "Plan") is submitted by the signatories as an agreement to settle the litigation involving Paragraph 12(c) and the Plaintiffs' interdistrict claims, [H(348)81], as amended; [H(351)81], as amended, and [H(1027)82], as amended, and to implement the Agreement in Principle relative to special education [H(2141)83]. The provision of services and the funding of this Plan are under the authority of Paragraph 12(a) of the May 21, 1980 Order, as amended, as well as the orders and decisions relating thereto and the provisions contained in this Agreement. A copy of the Agreement in Principle is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. The goals of this Plan are to insure that special education and related services are provided to interdistrict desegregation transfer students on the same basis as such services are to be provided to resident students and to provide for the participation of identified handicapped students who can meaningfully benefit from or participate in voluntary interdistrict desegregation.

B. Definition.

For purposes of this Plan, the terms "Enrolled", "Home District", "Host District" and "Participating Districts" shall be defined as set forth in the Settlement Plan [H(2217)83] approved by the Court on July 5, 1983 [H(2503)83] (the "Settlement Plan"), Section I-B, where appropriate. For purposes of this Plan the Special School District shall be a "participating district", "host district", or "home district", as the context applies, as those terms are used herein. In addition, the following terms are defined below. All definitions are intended to be consistent with and shall be read to conform to State and Federal law.

1. Handicapped Children include mentally handicapped, hard of hearing, deaf, deaf-blind, orthopedically impaired, blind and partially sighted, behaviorally disordered, or children with specific learning disabilities, who require special education and related services.
2. Special Education Services - As defined under State and Federal law, special education services means specially designed instruction to meet the unique needs of handicapped students, including classroom instruction, specially designed physical education, instruction in homes, hospitals and institutions and related services.

3. Related Services - As defined by State and Federal law, related services means supportive services required to assist a handicapped child to benefit from special education, such as transportation, developmental, corrective and supportive services.

4. Screening is the process of finding, in the general population, those individuals who may have educationally significant handicaps. This process identifies those individuals in need of further evaluation and leads to the development of appropriate education plans.

5. Referral is the submission of all known information concerning a child to the appropriate authority for review and subsequent action if screening and other activities indicate the need for possible evaluation.

6. Evaluation is a multi-disciplinary assessment of students referred using appropriate instruments in all areas related to the suspected disability, including vision, hearing, social and emotional status, cognitive functioning, academic performance, communicative status, motor abilities, and where appropriate, health. Evaluation is a comprehensive examination of all dimensions of the child's functioning, using multiple procedures. These procedures may include, but are not limited to, formal testing. Evaluation is for the purpose of determining the nature and extent of a suspected handicapping condition(s).

7. Diagnosis - From the integration, synthesis and analysis of evaluative information, a diagnostic committee (multi-disciplinary team) will determine and make statements about the nature of a child's handicapping condition(s). These diagnostic statements will provide for both the child's strengths and weaknesses, identify the handicapping condition(s) and will provide the basis for planning the Individual Educational Program (I.E.P.).

8. Individual Educational Program (I.E.P.) - An individual Educational Program is a written statement for a handicapped child that is developed by the parents, school personnel, and other appropriate lay and professional persons. It represents consensus decisions about a handicapped child's educational program and related services. The Individual Education Plan must include:

- (a) A statement of the child's present levels of educational performance;
- (b) A statement of annual goals, including short term instructional objectives ;
- (c) A statement of the specific special education and related services to be provided to the child, and the extent to which the child will be able to participate in regular educational programs;
- (d) The projected dates for initiation of services and the anticipated duration of the services; and

(e) Appropriate objective criteria and evaluation procedures and schedules for determining, on at least an annual basis, whether the short term instructional objectives are being achieved.

9. Placement - Decisions regarding appropriate program placements are based on the nature and degree of special education intervention and related services required to meet the unique needs of the student in the least restrictive environment.

10. Re-evaluation - Re-evaluation refers to the reassessment of all students receiving special education services. For these students formal re-evaluation is required by both State and Federal law at least once every three years. It may also be conducted at any time at the written request of the parent or the school personnel of the respective districts, not to exceed once per year.

11. Students mean students in the public schools in the City of St. Louis and St. Louis County unless the term is specifically designated to refer to non-public school students.

II. PROVISION OF SPECIAL EDUCATIONAL SERVICES TO INTERDISTRICT DESEGREGATION TRANSFER STUDENTS

A. Provision of Services.

1. The Special School District and the Board of Education of the City of St. Louis shall provide to all students who transfer under the Settlement Plan or any other interdistrict school desegregation plan approved or ordered by the Court all services required by law to be provided to handicapped students, including special educational and related services, screening, evaluation, or re-evaluation as required, diagnosis, I.E.P. development and placement. The Special School District and the City Board shall respond to the educational needs of all such transfer students without regard to their status as a transfer or resident student.

2. All handicapped students shall be eligible for transfer under the provisions of the Settlement Plan [H(2217)83] notwithstanding paragraphs c and d of Section II-B therein which relate to non-handicapped students, except those students who because of the severity of their handicapping condition are not able to meaningfully benefit from or participate in voluntary inter-district desegregation.

B. Standards

1. Once admitted, transfer students will be expected to meet the same general standards, academic and other, as applied to students of the host district.

2. Information about each district's academic and disciplinary policies and procedures will be provided to the Recruitment and Counseling Center and made available to prospective transfer students on request. This should include information on pupil-teacher ratios, promotion and retention, counseling assistance, grading, student code of conduct, disciplinary action, suspension and expulsion, special and unique characteristics and programs of each school with available space, activities, parents' organization and such other information that would reasonably be expected to assist parents in making an informed choice.

3. Transfer students shall be eligible and encouraged to participate in all school programs funded and sponsored by the host district (academic, athletic, extracurricular and other) and shall not suffer any disability or ineligibility because they are voluntary interdistrict transfer students. Participation in such extracurricular activities will be facilitated by the provision where needed of extracurricular buses or other forms of transportation. This provision is not intended to require transportation to or from an evening event that occurs subsequent to and separate from the regular school day.

4. Participating districts shall apply disciplinary standards and procedures in a non-discriminatory manner in accordance with State and Federal law on suspension and expulsion.

5. In cases involving suspension greater than ten (10) days in length or expulsion, the Recruitment and Counseling Center shall assist handicapped students and their parents in understanding their due process rights.

6. The Special School District and the City Board shall submit data to the parties and to Voluntary Interdistrict Coordinating Council ("VICC") on request, including information providing evidence of compliance and assurance of non-discriminatory treatment which may include such areas as promotion/retention, extra-curricular activities, evaluation and placement. Information shall also be provided for the evaluation of the implementation process and identification of problem areas to be targeted for special intervention or additional resources. This may include school level data on requests for evaluations, disciplinary actions, rates of absence, withdrawal or drop-out.

C. Tenure of Student Assignment

1. Subject to the evaluation, placement and re-evaluation requirements of State and Federal special education laws:

(a) The commitment to accept a student shall be for the duration of the student's voluntary participation in the Plan;

(b) Once a student exercises his or her right to participate in the Plan, the student will continue in said Plan, subject to the provisions of paragraph 2

until the student affirmatively withdraws from participation as herein set out;

(c) Students will not have to transfer each year or exercise a transfer choice to remain in the host district;

(d) Students participating in this Plan shall be encouraged to continue to participate at their initial school of choice;

(e) It is expected that the students will follow the pattern of assigned schools for the resident students in the school in which the transfer student first enrolls;

(f) Subject to the provisions of paragraph 2, students who have elected to transfer under this Plan shall remain students of the host district until they choose to return to the district where they reside.

2. Host districts shall not have the authority to remand transfer students to the home district. Host districts shall have the authority to discipline a handicapped transfer student using the same due process procedures applicable to resident students.

III. IMPLEMENTATION

A. Commencement.

The implementation of this Plan shall commence immediately upon court approval and the entry of an appropriate funding order.

B. Liaison.

The Special School District and the City Board will each designate a member of its special education administrative staff to serve as a liaison with VICC to facilitate the delivery of special education services to interdistrict desegregation transfer students. The Special School District and the City Board shall oversee planning activities, decision-making and the generation of recommendations in areas including, but not limited to, interdistrict staff exchanges, definitions, criteria and compliance, monitoring activities and the network of community resources which exists to provide a broad range of services within the metropolitan area to serve the diverse needs of handicapped children. The Special School District and City Board shall form such advisory committees or undertake such administrative actions jointly as they deem appropriate to implement the Plan. Final responsibility for such implementation shall rest in the Board of Education of each district.

C. Recruitment and Counseling

The Recruitment and Counseling Centers will be provided information for dissemination which will include mention of the special and unique characteristics of each school with available space, activities, organization, location, and any other information that would reasonably be expected to assist parents in order to make an informed choice. A student eligible to participate in the Settlement Plan may apply to a participating school district through the Recruitment and Counseling Center. The Recruitment and Counseling Center will provide the above mentioned information to interested parents and students. Based on this information, the students may list three (3) choices of schools in order of preference. To facilitate the delivery of services to the handicapped students, the Recruitment and Counseling Center will furnish all accumulated data, with the addition of the most recent evaluation and current I.E.P. The application and all accumulated data will be forwarded to the host district and the receiving Special Education Office of the Special School District or City Board, as appropriate.

The host district, in conjunction with the corresponding Special Education Office, shall:

1. Acknowledge the receipt of information through a written notification to the referring Recruitment and Counseling Center.
2. Review data submitted and determine availability of space and appropriate special education or related services.

3. If space or the appropriate special education or related services are not available at any of the requested sites, return the application and information submitted to the Recruitment and Counseling Center. The Recruitment and Counseling Center will give the parent the option of selecting another set of schools or going on a waiting list for one or more of the schools originally requested.

4. If space is available, make an appointment for the parent to visit the district and preview the potential setting. At the time of the visit, personnel will be available to answer any questions that the parent may have.

5. Assign the student, through a written notification to the student and parent, the home district, and Recruitment and Counseling Center.

6. Transfer students who receive itinerant and resource classroom (50% or less of their instructional time in a self-contained special education classroom) special education services are classified as Phase I students by the Special School District and are considered resident students of the host district (local school district). All City resident students who transfer under this Plan and receive more than 50% of their instructional time in a self-contained special education classroom provided by the Special School District shall be considered Special School District students under this Plan. All County resident students who transfer under this Plan and receive more than 50% of their instructional time in a self-contained special education classroom provided by the City Board shall be considered City Board students under this Plan.

7. Transfer students shall not be assigned by the Special School District or the City Board in any manner that contributes to racial segregation. Resident students will not be assigned on the basis of race by the Special School District or the City Board except pursuant to a Court ordered desegregation plan.

8. The host district shall acknowledge the acceptance of all eligible applicants through a written notification to the student and parent, the home district, the St. Louis Special Education Office, Special School District Office, and the Director of the Recruitment and Counseling Center. Accompanying the written notification to the student and parent will be a written statement of procedural safeguards, as promulgated by the State Board of Education, and a written statement concerning the host district's rights and responsibilities. Acknowledgement shall also be provided the designated transportation authority so that arrangements for transportation can be made.

IV. PROCEDURES FOR DELIVERY OF SPECIAL EDUCATION SERVICES

Each district will use its own established procedures for the delivery of screening, referral, evaluation and reevaluation, diagnostic services and I.E.P. development and implementation, as set forth in their respective State-approved compliance plans consistent with State and Federal laws. These respective procedures shall be comparable so that interdistrict transfer students shall experience no appreciable differences in the outcome of diagnostic procedures or in the provision of special education and related services as a result of participating or not participating in voluntary interdistrict desegregation transfers. Placement shall be in the least restrictive environment as required by Federal and State law. Upon referral of a suspected handicapped transfer student by the regular school host district or by the parents of such student, special education and related services shall be provided as determined by the evaluation of such student and by the I.E.P. developed for such student.

To the extent consistent with the I.E.P. developed for such student, the host district shall honor the placement for the student as certified by the home district. This placement may be subject to change based on assessment of the student's progress, including testing, performance, reevaluation, remedial efforts, and consultation with all concerned parties. If an adjustment is necessary, it shall be made in consultation with the student's parents, home district personnel, and with parental consent. Such students shall be offered the due process procedural safeguards provided under Federal and State law in the event of any disagreement or dispute concerning the evaluation, placement or I.E.P. of such student.

V. TEACHER TRANSFERS AND EXCHANGES

Voluntary teacher exchanges will be encouraged to enhance desegregation efforts.

(a) Purpose

The purpose of the teacher transfer and exchange program among metropolitan and county school districts is to enhance racial teacher balance and teacher integration experiences in the districts. Another purpose of this program is to foster attitudes of responsiveness, cooperation, and innovation in meeting educational challenges.

(b) Conditions

- i. The exchange teacher shall remain an employee of the home district and will receive from the home district the scheduled salary and fringe benefits of which he/she is entitled as an employee of that district. Existing liability insurance agreements of districts shall be appropriately amended prior to any exchange or transfer to provide continued coverage for the exchange or transfer teacher.
- ii. Any teacher who volunteers has the right to maintain affiliation with professional associations of his/her choice.

- iii. Teacher tenure status shall not be affected by the special assignment to another school district.
- iv. Personnel policies normally provided to teachers in the receiving district shall be given to exchange or transfer teachers.
- v. The teacher shall receive from the host district mileage reimbursement for job related functions that others in similar positions receive. No mileage reimbursement shall be provided for travel to and from the worksite and the teacher's home.
- vi. The school calendar of the host district shall be totally followed by the exchange or transfer teacher. The effective date of assignments beginning in the fall shall be determined by each district's calendar. When the beginning dates of the districts' second semesters do not coincide, the effective date of the exchange shall be the latter of the two for both exchange teachers. The effective date of administrative changes shall be agreed upon by the participating districts.
- vii. Selection procedures may provide for visitations and interviews prior to acceptance by any of the parties involved.

viii. The exchange or transfer teacher's period of assignment shall be mutually agreed upon by the home and host districts. The exchange teacher is expected to serve full term of the exchange or transfer agreement. Should a request for transfer be submitted by the exchange or transfer teacher before the end of the agreed-upon term, the request shall be reviewed and action agreed upon by the home and host districts prior to any final determination.

ix. In the event of an exchange teacher's absence, the host district shall provide the substitute teacher, and the home district shall pay the costs of a substitute teacher as billed at the scheduled rate of the host district for the balance of the period of the exchange.

x. Supplemental assignment of exchange teachers are permissible and may be made by either district during the exchange period. Extra-duty pay for all services performed in the host district shall be forwarded to the home district for deposit. The home district shall assume responsibility for making necessary employee deductions before issuing a check for the extra-duty assignment.

xi. The teacher exchanges and transfers shall be limited to full-time, tenured staff, except by mutual agreement of the individual districts involved.

xii. The evaluation of exchange and transfer teachers shall be as mutually agreed to by the home and host districts.

xiii. The exchange or transfer teacher shall be expected to return to the home district at the end of the exchange or transfer assignment period.

xiv. When the exchange or transfer teacher returns to the home district, assignments will be based upon the home district's policies and procedures.

xv. An exchange or transfer teacher shall receive on a one time basis only a monetary bonus for the completion of one full school year of service under this section, such sum as may be agreed upon by the host and home districts.

xvi. The host district shall pay the transfer teacher's remuneration, including the cost of a substitute teacher's salary.

xvii. All transfers and exchanges shall be subject to the approval of both the home and host districts.

VI. GRIEVANCE PROCEDURES - STUDENTS

The Recruitment and Counseling Center shall provide information and counseling to parents of transfer students if the transfer students have questions and/or grievances concerning their treatment as transfer students. In any such grievance or dispute involving the suspension of a handicapped student of more than ten (10) days or expulsion, if after assistance and counseling have been made available and the applicable procedures of the host district have been completed the grievance or dispute has not been resolved, the matter shall be referred to the VICC for mediation. VICC will secure the appointment of the mediating panel to conduct non-binding arbitration. Each party to the dispute will consult the mediator and the third member will be consulted by the first two.

If the dispute still is not resolved, the parties to the dispute may pursue such other legal remedies as are available. Where a long-term suspension or expulsion is involved, a transfer student shall have the same rights as a resident student.

If such grievance and/or question concerns the evaluation, placement or I.E.P. of a handicapped student, the parents and the student or the host district shall have the right to proceed under the due process procedures set forth by Federal and State law for handicapped students to resolve the concern.

VII. TRANSPORTATION

The Missouri State Department of Elementary and Secondary Education shall provide or fund all interdistrict transportation needs of students who receive special education or related services under this Plan.

The Special School District and the City Board shall be reimbursed by the State of Missouri for the per pupil costs of special education and related services provided to handicapped transfer students. Such reimbursement shall be reduced by such State and Federal money received through other State or Federal special education programs for these handicapped transfer students or any funding orders relating to the reimbursement agreement (18121)(B)(1) for special education services required to be provided under this Plan.

In addition to the per pupil reimbursement set forth in the preceding paragraph, the State shall pay such other costs as may be required to implement this Plan. The parties agree provision that such costs will include the coordinator for each district and an appropriate clerical staff. Office space and supplies will be supplied by the districts. A budget for each year will be submitted to the State within ten (10) days of the date of the Court's approval of this Plan. Within ten (10) days thereafter, the budget will be filed with the Court for appropriate direct payments.

VIII. FUNDING

The fulfillment of obligations of the parties under this Plan is contingent upon an order by the Court which establishes adequate funding by the State of Missouri for the implementation of this Plan.

The Special School District and the City Board shall be reimbursed by the State of Missouri for the per pupil costs for special education and related services provided to handicapped transfer students. Such reimbursement shall be reduced by such State and Federal monies received through other State or Federal special education programs for these handicapped transfer students or any funding orders relating to the Settlement Agreement ([H(2217)83]) for special education services required to be provided under this Plan.

In addition to the per pupil reimbursement set forth in the preceding paragraph, the State shall pay such other costs as may be required to implement this Plan. The parties hereto envision that such costs will include one coordinator from each district and an appropriate clerical staff. Office space and supplies will be supplied by the districts. A budget for such costs will be submitted to the State within ten (10) days of the date of the Court's approval of this Plan. Within ten (10) days thereafter, the budgets will be filed with the Court for appropriate orders directing payments.

IX. SETTLEMENT OF ALL DESEGREGATION CLAIMS

This Plan upon approval by the Court shall resolve all interdistrict desegregation claims currently pending in this lawsuit between the Plaintiffs and the Special School District relating to special education. The parties to this Agreement consent to the entry of a judgment declaring that compliance with this Plan by the Special School District shall constitute satisfaction of the Special School District's interdistrict desegregation obligations with respect to special education. The Special School District's participation in this Plan shall not constitute an admission of any liability nor an element of proof of liability in any inter-district school desegregation case.

X. ATTORNEYS' FEES.

The Liddell, Caldwell and City Board Plaintiffs are entitled to "reasonable" attorneys' fees and costs of litigation to be paid exclusively by the State after a full hearing on attorneys' fees.

by: *Kenneth C. Bratton*
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Respectfully submitted,

MORGANSTERN, SORAGHAN, STOCKENBERG,
McKITRICK & RAPP

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AGREEMENT IN PRINCIPLES BETWEEN PLAINTIFFS AND
THE SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY

PROOF OF SERVICE

A copy of the foregoing was mailed
this 1st day of September, 1983, to all
attorneys of record.

Ann M. Costa

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AGREEMENT IN PRINCIPLE BETWEEN PLAINTIFFS AND
THE SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY

A detailed plan relating to special education services at least analogous to the 12(b) plan heretofore approved by the Court shall be developed by the parties to this Agreement In Principle. Such plan shall provide that the Special School District and the City Board offer all backup support services (such as Special School District's Phase I services), normally offered to public school students resident within each of their respective boundaries, to all students who attend public schools within each of their respective boundaries pursuant to any inter-district plan approved or ordered by the Court.

The provision of backup support services shall commence as soon as possible for children who have transferred under the current 12(a) or 12(b) plans. It shall commence for children who transfer under any other plan effective with the commencement of that plan.

The provisions of the plan relating to other special education services shall be negotiated after the parties have had an opportunity to consider the 12(b) joint report of the parties heretofore ordered to be filed on the experience with the 12(b) plan up to now.

All incremental costs of this plan (if any) shall be paid as ordered by the Court but not by any of the parties to this Agreement. The detailed plan shall not include transfers of severely handicapped children because of the unique nature of their situation.

2-22-83

This Agreement and the detailed plan to be developed under this Agreement shall resolve all desegregation claims currently pending in this law suit between the Plaintiffs and the Special School District relating to special education.

This Agreement is not contingent upon the approval by the Court of any other particular plan.

School Board Instructional Program

ON BEHALF OF PLAINTIFF THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS, MISSOURI:

[Handwritten Signature]

ON BEHALF OF THE SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY:

[Handwritten Signature]

ON BEHALF OF PLAINTIFFS CALDWELL, et al.:

[Handwritten Signature]

ON BEHALF OF THE UNITED STATES OF AMERICA:

[Handwritten Signature]

ON BEHALF OF PLAINTIFFS LIDDELL, et al.:

[Handwritten Signature]

(S.H.I.P.)

Appendix E

During the 1973-74 school year, a program was implemented to meet the needs of students with learning disabilities. In development of the School Home Instructional Program (S.H.I.P.) emphasis was placed on the relationship between school and home in working with students who have learning disabilities. The program (S.H.I.P.) emphasizes the relationship between school and home in working with students who have learning disabilities. The program (S.H.I.P.) is an individualized program designed to meet the specific needs of students with learning disabilities. The unique S.H.I.P. format provides a systematic relationship between home and school. S.H.I.P. provides the following services:

1. student works with S.H.I.P. teacher 15-20 minutes daily;
2. weekly communication with parents;
3. daily individualized homework packets;
4. mandatory parent seminars.

This program was formulated to provide an academic program for students who require extra support or

School Home Instructional Programming

(S.H.I.P.)

Abstract

School, during the 1983-84 school year, developed and implemented a unique program to meet specific student needs within the building. In development of the program, consideration was given to current research concerning the efficacy of involving parents in the educational process and the need to break the typical "remedial reading" pattern. The School Home Instructional Program (S.H.I.P.) emphasizes the significant relationship between school and home in working with students experiencing difficulty in the academic setting.

S.H.I.P. is an individualized program designed to meet specific diagnosed needs in students, kindergarten through sixth grade. The unique S.H.I.P. format provides for a systematic relationship between home and school.

S.H.I.P. provides the following services:

1. student works with S.H.I.P. teacher
15-30 minutes daily;
2. weekly communication with parents;
3. daily individualized homework packets;
4. mandatory parent seminars.

This program was formulated to provide an academic boost for students requiring short term support or

assistance. The School Home Instructional Program (S.H.I.P.) has proven efficient and effective in achieving this goal.

Over the past three years, the program has identified a number of students through the Early Intervention and Intensive Monitoring (EIM) procedure who could benefit from highly specialized, intensive, individualized instruction. The Unit Design of EIM provides a forum for discussion relative to student needs. The primary element was the implementation of the identified supportive services. Recent research indicates that the impact of school resource programs on student achievement can be improved with parent participation necessitated the creation of a new resource model. S.H.I.P. provides services in a specialized, intensive, individual method involving school and parents.

Utilizing the S.H.I.P. model, student needs can be met without the usual barriers. Students with learning difficulties are often avoided. Additionally, students requiring special district type services are not quickly and easily identified.

Introduction

School Home Instructional Program (S.H.I.P.) was developed to meet existing needs at ~~of~~ Elementary School. Over the previous three years, ~~and~~ School identified a number of students through the Early Detection And Intensive Monitoring (ED-AIM) procedure who could benefit from highly specialized, intensive, individualized instruction. The Unit Design at Captain provided a forum for discussion relative to student needs. The missing element was the implementation of the identified supportive services. Recent research indicating that the impact of school resource programs on student achievement can be improved with parent participation necessitated the creation of a new resource model. S.H.I.P. provides services in a specialized, intensive, individual method involving school and parents.

Utilizing the S.H.I.P. model, student needs can be met and in many cases remediated. Therefore, more extreme difficulties are often avoided. Additionally, students requiring Special District type services are more quickly and easily identified.

returned the following day.

S.H.I.P. Teachers

1. Works daily with each student

The foundation of the School Home Instructional Program (S.H.I.P.) is the development of an effective relationship among the student, school, and home. To attain success, everyone involved must recognize, assume and implement his/her responsibilities. The primary focus of the program is based on student need. A key factor in meeting student needs is the issue of school-home cooperation. Follow-through is an important ingredient in this effort.

Once a student has been referred to S.H.I.P., the staff meets to determine an appropriate program for the student; goals are established and agreed to by parents, S.H.I.P. staff, and homeroom teachers.

As the program proceeds, each participant assumes his/her respective responsibilities.

Student

1. The student works with the S.H.I.P. teacher daily for 20-30 minutes.
2. The student takes home a packet of work each day; this is completed each evening and returned the following day.

S.H.I.P. Teacher

1. Works daily with each student.

2. Prepares homework packet with specific assignments.
3. Articulates teacher expectation as compared with student's performance; acts as child advocate.
4. Contacts parents weekly to discuss progress.
5. Plans and coordinates parent seminar program.
6. Acts as a facilitator for communication between parents and student's teachers.

Parent

1. Assist student with specific nightly assignments and homework packet.
2. Attend scheduled seminar sessions.
3. Become increasingly involved in their child's education.

Strengths of the Program

- Provides a short-term academic boost for students who can profit from an additional support system.
- Promotes a positive learning experience between student and parent.
- Establishes positive communication among student, homeroom teacher, S.H.I.P. teacher, parent.
- Acts as a mentor for the student.
- Provides potential for assistance for new students in our district (33% of students at . . . were new to district in September, 1983).
- Provides sounding board for parental concerns.
- Fosters ownership, interest, concern in the program among the faculty.
- Models alternate educational strategies for students evidencing learning/behavioral difficulties.
- Prescriptive extension of the ED-AIM process.
- Receptivity and support of the community has been demonstrated for the program.
- Provides services for any student, grades 1-6, in any academic area.

Analysis of Student Performance
in S.H.I.P., 1983-84

In determining the effectiveness of S.H.I.P., the following areas were evaluated: reading, self-concept, teacher assessment, parent assessment, and parent participation in S.H.I.P. procedures. Although students were in S.H.I.P. for varying lengths of time (4 months to 9 months), all students received similar evaluations.

All students in grades two through six were pre- and post-tested using the Stanford Diagnostic Reading Test (SDRT). Twenty students received this testing. 70% of these students improved their scores. One student in grade five entered S.H.I.P. too late in the year to be pre/post-tested.

First grade students (3 students) could not be pre-tested on the Stanford due to the norming involved. Therefore, Dolch Word testing was utilized. The percent correct for each student is presented here:

<u>pre test</u>	<u>post test</u>
1. 30% correct	90% correct
2. 24% correct	91% correct
3. 12% correct	86% correct

Considering the 23 students (grades 1-6) pre- and post-tested, 74% (17) improved their reading scores. Obviously, S.H.I.P. teacher and faculty were pleased with this rate of success.

Self-Concept

The Piers-Harris was used to gain insight into the student's self-concept. Of the twenty students tested, 65% (13) demonstrated consistent or improved self-concept.

As an additional assessment tool, the Behavior Evaluation Scale (BES) was completed for each student by the appropriate classroom teacher. Results of this instrument were inconsistent and were likely influenced by the intensive, highly focused involvement of the teacher in S.H.I.P. In spite of this difficulty with the results, the BES was helpful in the initial evaluation of students. It is recommended that the BES be so utilized and post-tested the following year by the appropriate teacher.

Parent Participation in S.H.I.P.

Three components of S.H.I.P. mandate parent involvement. These are: weekly S.H.I.P. teacher initiated conferences; daily homework packets; and seminar attendance.

Weekly Conference. With one exception, all parents of students in S.H.I.P. were contacted weekly. The one exception still maintained an 85% success rate. This success is, obviously, due in great measure to the S.H.I.P. teacher's initiative.

Daily Homework Packets. Homework packets were returned completed on time at an 85% rate. There were eleven (11) students who achieved a 90% or better rate and only two (2) students failed to complete and return at least 70%.

Seminar Attendance. Due to the varying lengths of time students were involved in S.H.I.P. and the fixed schedule of seminars, not all parents had the same opportunity to participate.

52% of parents participated in 70% or more of the seminars. Nine parents attended 80% of the seminars and only six attended fewer than 50% of the seminars.

If a parent missed three meetings a letter was sent advising them of the importance of attending the meetings. One student was removed from the program due to lack of parent attendance at the seminars. Some absences were excused due to prior commitments or travel.

Less Tangible Effects

In addition to the above statistical data, many positive results came from the institution of S.H.I.P. The first projection was to reach a goal of 10 students by the start of the second semester. Due to the faculty's acceptance of S.H.I.P. and parental interest, the twelfth student entered S.H.I.P. immediately after Winter Vacation.

The S.H.I.P. teacher has become more than simply a

Teacher/Parent Survey

Teachers and parents were asked to respond to a survey. Ratings were from 1 (low) to 5 (high). Therefore, the higher the number the more positive the response. The average response of teachers and parents is listed below.

	<u>Teacher</u>	<u>Parent</u>
1. Individual student interaction	5.0	4.95
2. Weekly SHIP/Parent communication	4.8	4.8
3. Daily packets	5.0	4.5
4. Seminars	5.0	4.5
5. Evaluation of student needs	4.8	4.6
6. Perception of student progress	4.3	4.7

Less Tangible Effects

In addition to the above statistical data, many positive results came from the institution of S.H.I.P. Our first projection was to reach a sum of 20 students by the start of the second semester. Due to the faculty's acceptance of S.H.I.P. and parental interest, the twentieth student entered S.H.I.P. immediately after Winter Vacation.

The S.H.I.P. teacher has become more than simply a

"remedial reading teacher". Rather, the S.H.I.P. teacher is viewed as an integral part of the faculty with special expertise in areas other than reading. One demonstration of this increased level of involvement is the new location of the S.H.I.P. teacher's instructional area. Originally, S.H.I.P. was headquartered in a small conference room. Now, S.H.I.P. is located in the primary instructional area.

Of interest also were the number of parents expressing interest in S.H.I.P. To meet this need, the S.H.I.P. teacher not only was available at the fall open house but also was called upon to present the S.H.I.P. Program at a P.T.O. meeting in October.

In order to improve these seminars the following changes are planned for next year: establish two six-week seminar sessions; develop a central theme for the sessions; and, hire a consultant in parent education to work with the S.H.I.P. teacher in conducting seminars.

Through work this summer, the recordkeeping, documentation, and report forms were modified. This was done to both simplify and improve the current system.

The search for better diagnostic testing instruments continues. Consideration will be given to utilizing curriculum-based criterion tests as they are adopted for use in the District.

The S.H.I.P. of the Future

Any program, regardless of its strengths and success can benefit from careful review and consideration of modifications to meet any weaknesses. S.H.I.P. is no exception.

From an analysis of our first year, the following areas require attention: parent seminars; documentation and recordkeeping; testing instrumentation; continued training for S.H.I.P. teacher in the areas of parent involvement and counseling; and assistance in working with a caseload above our expectations.

The parent seminars, while rated as beneficial by parents and teachers, were not as well attended or successful as had been hoped. In order to improve these seminars the following changes are planned for next year: establish two six-week seminar sessions; develop a central theme for the sessions; and, hire a consultant in parent education to work with the S.H.I.P. teacher in conducting seminars.

Through work this summer, the recordkeeping, documentation, and report forms were modified. This was done to both simplify and improve the current system.

The search for better diagnostic testing instruments continues. Consideration will be given to utilizing curriculum-based criteria tests as they are adopted for use in the District.

The S.H.I.P. teacher desires the opportunity to further current levels of expertise and gain expertise in the areas of parent involvement and counseling.

Consideration needs be given to utilizing an aide to assist in S.H.I.P. Prior to the start of the 1984-85 school year, twenty-four (24) students have been identified as needing S.H.I.P. services. Originally twenty (20) students were designated to be the maximum case load. Given the number of new students included in 1983-84, it is extremely likely that more than twenty-four (24) students will have identified needs. An aide working with the S.H.I.P. teacher would prevent the need for a waiting list to enter the S.H.I.P. Program.

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SCHOOL

REFERRAL FORM

School
Room
Instructional

Name of Student _____

Teacher _____

Grade _____

Date Issued _____

Referred by _____

Return completed form to counselor.

I. Describe 3 things you would like the student to be able to do that he/she does not presently do.

1. _____
2. _____
3. _____

II. Describe what you or others have done to help the student cope with his/her problems.

1. _____
2. _____
3. _____

III. List what the student does well (assets) and what the student does not do well (deficits).

ASSETS

DEFICITS

1. _____
2. _____
3. _____

1. _____
2. _____
3. _____

Background information and/or previous test data.

Disposition.

SCHOOL
HOME
INSTRUCTIONAL
PROGRAM

A program emphasizing the significant relationship between home and school.

Student Name _____ Grade _____

Date _____ Homeroom Teacher _____

LONG-RANGE GOALS: _____

SHORT TERM OBJECTIVES:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Pre-rating					Post rating				
5	4	3	2	1	5	4	3	2	1
HIGH			LOW		HIGH			LOW	

Post rating total Maximum possible Difference (a) = Percent gain
 Pre-rating total Pre-rating total Difference (b)
 Difference (a) Difference (b)

Family Packet: Return _____ %

Weekly Conference: _____ %

Completion _____ %

Seminar Participation: _____ % Attended

COMMENTS: _____

Conference Date _____

Conference Date _____

Parent _____

Parent _____

SHIP Teacher _____

SHIP Teacher _____

Homeroom Teacher _____

Homeroom Teacher _____

Counselor _____

Counselor _____

Referral Procedure

- I. Complete referral form
 - A. Form available from counselor
 - B. Completed form returned to counselor
- II. Counselor reviews referral form
 - A. Directs referral to one of following for future evaluation:
 1. S.H.I.P.
 2. Special School District
 3. Psychologist
 4. Outside resource
 5. Hold for further evaluation
 - B. Counselor discussion above with referral source, homeroom teacher and S.H.I.P. teacher (if appropriate)
- III. When appropriate, contact parent to discuss concern and to obtain permission to test.
- IV. Collect data
 - A. Testing
 - B. Observations
- V. Meet with assessment team of teachers
 - A. Composed of referral source, counselor, S.H.I.P. teacher, grade level teacher, and principal
 - B. Meet during teacher planning time
 - C. Limit to 15 minutes per student
 - D. All participants responsible for bringing pertinent information to meeting
 - E. Specific plan formulated and agreed to

VI. Parent Conference

- A. Participants: homeroom teacher, counselor and S.H.I.P. teacher (when appropriate)
- B. Review all findings
- C. Describe implementation of plan
- D. Gain agreement for plan
- E. S.H.I.P. candidate: include completion of S.H.I.P. material

VII. Implementation

VIII. Evaluation

IX. Review conference

WHEN: These students work with the SHIP teacher daily for a period of 15-30 minutes. There is weekly communication with the home. The six-session seminars are scheduled during the year.

WHERE: The instruction takes place within the framework of the student's classroom.

WHY: This program provides an academic boost for students who need short term support or assistance. Our efforts are directed toward helping each student function effectively in his/her classroom.

HOW: Recent research indicates that the impact of school resource programs on student achievement can be improved with parent participation. If students are to become productive members of society, parents: (a) must monitor student progress; (b) recognize when problems occur; and, (c) actively intervene and assist in union with the school. Such a team approach is far more effective than parent or school efforts in isolation.

S chool
H ome
I nstructional
P rogram

A program emphasizing the significant relationship between home and school.

- WHO:** A student is considered for the SHIP program if his/her work indicates an educational discrepancy between potential and current performance. Any student, K-6, is eligible.
- WHAT:** SHIP is an individualized program that has been developed to meet a specific diagnosed need of a student. SHIP is unique because it provides a format for the school and home to work together in a meaningful way for each student.
- WHEN:** These students work with the SHIP teacher daily for a period of 15-30 minutes. There is weekly communication with the home. The six-session seminars are scheduled during the year.
- WHERE:** The instruction takes place within the framework of the student's classroom.
- WHY:** This program provides an academic boost for students who need short term support or assistance. Our efforts are directed toward helping each student function effectively in his/her classroom.

NOTE: Recent research indicates that the impact of school resource programs on student achievement can be improved with parent participation. If students are to become productive members of society, parents: (a) must monitor student progress; (b) recognize when problems occur; and, (c) actively intervene and assist in union with the school. Such a team approach is far more effective than parent or school effects in isolation.

The S.H.I.P. Program believes in the importance of a team effort of the student, school, and home.

As the program proceeds, each participant assumes his/her respective responsibilities.

Student

1. The student works with the S.H.I.P. teacher daily for 20-30 minutes.
2. The student takes home a packet of work each day; this is completed each evening and returned the following day.

S.H.I.P. Teacher

1. Works daily with each student.
2. Prepares homework packet with specific assignments.
3. Articulates teacher expectation as compared with student's performance; acts as child advocate.
4. Contacts parents weekly to discuss progress.
5. Plans and coordinates parent seminar program.
6. Acts as a facilitator for communication between parents and student's teachers.

Parent

1. Assist student with specific nightly assignments and homework packet.
2. Attend scheduled seminar sessions.
3. Become increasingly involved in their child's education.

UNITED STATES Appendix F COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION
Settlement Agreement

CAROL LYDDELL, et al.,
Plaintiffs.

No. 72-288C(1)

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

SETTLEMENT AGREEMENT

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EASTERN DISTRICT OF MISSOURI
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SETTLEMENT AGREEMENT

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I. Purpose and Definitions

A. Purpose

This detailed implementation plan is submitted by the signatories as an agreement to settle the litigation involving paragraph 12(c) and the plaintiffs' interdistrict claims [H(348)81, as amended; H(351)81, as amended; and H(1027)82, as amended] and to implement the Agreement in Principle H(2141)83 as required by the Court's Orders H(2142)83, H(2214)83. The establishment of programs and the funding of this settlement agreement is under the authority of paragraph 12(a) of the May 21, 1980 Order as amended as well as the orders and decisions relating thereto and the provisions contained in this agreement. The Agreement in Principle provides:

The suburban school districts in St. Louis County would accept in a special black transfer program up to their Plan Ratio within 3 years.

Under the Plan Ratio, which is employed in the (12)(a) voluntary plan, a suburban school district would accept up to as many black transfer students as would constitute 15 percent of the total student population in that district, but no suburban school district would be required to accept more black transfer students than would raise the overall percentage of blacks in the total student population higher than 25 percent. The effect of the Plan Ratio may be illustrated by considering several hypothetical suburban school districts with different existing racial ratios. If Suburban School District X has a student population that is 10% black, it would accept up to as many black transfer students as would constitute 15% of the total student population in District X and the percentage of black students in District X would then be 15%. If Suburban School District Y has a student population that is 10% black, it would accept up to as many black transfer students as would constitute 15% of the total student population in District Y, and the percentage of black students in District Y would then be 25%. If Suburban School District Z has a student population that is 15% black, it would accept up to as many

AGREEMENT IN PRINCIPLE

FIVE BASIC ELEMENTS OF A FINAL SETTLEMENT

In reviewing the five basic elements of the proposed final settlement, two preliminary points bear special mention. First, the five basic elements are at best statements of broad principles, and many significant subsidiary issues and details still must be resolved even if the parties reach an agreement on the major principles. Second, there are four critical propositions that have not yet been incorporated in five elements and that would be incorporated explicitly in a final settlement: (1) no court-ordered mandatory, interdistrict transfers of white or black students until after a hearing on liability, (2) the 23 suburban school districts in St. Louis County will continue to exist, and (3) the cost of the settlement shall be paid by such combination of State funding and a tax rate increase in the City of St. Louis as shall be ordered by the Court, (4) black students in suburban school districts that have a minority enrollment of 50% or greater would enjoy the transfer rights.

1. The suburban school districts in St. Louis County would agree to accept black transfer students up to their Plan Ratio within 5 years.
 - a. Under the Plan Ratio, which is employed in the 12(a) voluntary plan, a suburban school district would accept up to as many black transfer students as would constitute 15 percent of the total student population in that district, but no suburban school district would be required to accept more black transfer students than would raise the overall percentages of blacks in the total student population higher than 25 percent. The effect of the Plan Ratio may be illustrated by considering several hypothetical suburban school districts with different existing racial ratios. If Suburban School District X has a student population that is 3% black, it would accept up to as many black transfer students as would constitute 15% of the total student population in District X and the percentage of black students in District X would then be 18%. If Suburban School District Y has a student population that is 10% black, it would accept up to as many black transfer students as would constitute 15% of the total student population in District Y, and the percentage of black students in District Y would then be 25%. If Suburban School District Z has a student population that is 15% black, it would accept up to as many

black students as would constitute 10% of the total student population in District Z and the percentage of black students in District Z would be 25%. If a Suburban School District has a student population that is already 25% or more black, it would not be required to accept any black transfer students.

- b. All student transfers under this element shall be voluntary.
- c. This first element of the settlement would provide an opportunity for a substantial number of black students in the city to attend school in the county. On the basis of Fall 1980 data, application of the Plan Ratio to all twenty-three suburban school districts would provide an opportunity for approximately 17,500 black students to transfer to county schools. This estimate is probably too high because there has been a decline in total student enrollment and an increase in black enrollment after 1980, and 15,000 is a reasonable working figure.
- d. One significant distinction between this first element of the settlement proposal and the 12(a) plan should be noted. Under the 12(a) plan, a suburban school district can refuse to accept black transfer students if it does not have "space available" even if it has not yet reached the Plan Ratio. There is no "space available" condition on interdistrict transfers under the proposed settlement.
- e. Each school district will adopt academic and disciplinary standards to assure equitable treatment of all students.

2. Establishment of Magnet Schools.

- a. New magnet schools in addition to the magnet schools established under the intradistrict order and under the 12(a) plan would be created.
- b. In addition to providing special education programs for city students, the purpose of the magnet schools is to attract white transfer students from the county. If white students transfer to city magnet schools, there will be an opportunity to provide desegregated education for a larger number of black children (approximately 15,000 black students would remain in all one-race schools even if 15,000 black students transferred to county schools), and there

would be greater equity in the assignment of the burdens of transportation.

- c. Unduplicated magnet programs to attract white county students and black students will be established at agreed locations in either the city or the county. No such magnet program would be established in a school district over its objection. City and county school districts would maintain autonomy over their other curriculum offerings. The final settlement agreement will describe with specificity magnet programs and their locations.

3. Improvement of the quality of education provided by the city school system and special provisions to improve the quality of education for students in one-race schools.

- a. The settlement will contain specific provisions for improving the quality of education provided by the city school system and for restoring its AAA rating. No exhaustive list of specific provisions has been drafted yet, but reduction of the pupil/ teacher ratio to the state's standard for an AAA rating or to county average; whichever is lower and an early childhood (birth to age 4) education program suggested in the past by the State are examples of the type of provisions under consideration.
- b. Since there are now approximately 30,000 black children in one-race schools in the city, some of these students will remain in all one-race schools on the north side of St. Louis even if 15,000 black students transfer to county schools and other students attend integrated magnet schools. The settlement plan will include special provisions to improve the quality of instruction received by black students who attend one-race schools.
- c. Several recent reports and documents provide a basis for assessing the needs of the city school system. See Desegregation Monitoring and Advisory Committee, The Effects of the City Board's Budget and Staff Reductions on the Implementation of the Desegregation Plan, January 24, 1983 [H(1982)83]; City Board's Motion to Order Adjustments in the State Funding of the Desegregation Plan, [H(1979)83]. The State's report on the AAA rating of the city school system will also provide information about needs. These reports and documents coupled with the efforts of the plaintiffs will provide a basis for drafting specific provisions to improve educational quality.

4. Provisions to ensure that the proposed settlement will be carried out fully and fairly and that it will have a substantial impact.
- a. It will include (1) provisions requiring the suburban school districts to recruit black transfer students from the city and to promote voluntary transfers of white county students to city schools and (2) provisions requiring the plaintiffs to promote interdistrict transfers and, (3) non-enforceable annual targets by each school district for achieving the Plan Ratio.
 - b. It will also include fiscal incentives designed to encourage interdistrict transfers.
 - c. All districts will adopt procedures to ensure equitable treatment of all students.
 - d. FACULTY.
 1. Goal: Each school district shall establish goals whereby the percentage of blacks employed as (1) teachers and (2) administrators shall equal a percentage based on the actual ratio of black and white personnel in each of such categories presently employed or on leave of absence in the city and suburban school districts or the ratio of such black and white personnel as established by a labor market study.
 2. The goal would be accomplished through the development of an enforceable affirmative plan which shall include provisions for recruitment of black personnel and yearly hiring ratios. (1:1, 1:2, 1:3, etc.). Departures from such ratio may be justified, among other grounds, if a district demonstrates that it has hired the best qualified candidate for any position.
 3. Means:
 - (A) Normal hiring -- subject to state law.
 - (B) Incentives for voluntary teacher transfers.
 - (C) If necessary, allocation by the Court of fiscal incentive funds (that would not be available to suburban school districts but

for the settlement plan) to the hiring of minority teachers.

4. Obligations under this provision shall terminate at such time as either the hiring or pupil goals have been achieved.
- e. The City Board would be invited to join the Cooperating School Districts for the St. Louis Suburban Area, Inc.
- f. An annual report will be filed with the Court concerning the steps taken to implement the settlement.
- g. The final settlement plan shall recognize
 - (i) That the State will, within the limits of its authority, encourage the construction of housing which shall advance the integration of neighborhoods, and
 - (ii) That the parties with housing responsibilities shall not take any action to interfere with the implementation of this settlement plan.

*** As to the housing issue, there is no agreement between the State, the County, and the City Board, the Caldwell and Liddell Plaintiffs.

[Statement made by Special Master in Court]

- h. Voluntary transfer students under this settlement plan shall not be assigned by the receiving district in a manner that contributes to racial segregation within the district.
 - i. An agreement in principle to identify options for students in majority black schools within school districts that are not predominately black to enjoy transfer rights within the district comparable to those that exist in the predominately black county districts.
5. STAY
1. Litigation will be stayed for five (5) years to permit full implementation of voluntary transfers, magnet schools, quality education, whatever teacher provisions -- in essence, a stay while implementing elements 1, 2, 3 and

4. The stay will not preclude judicial enforcement of the terms of the settlement agreement.

2. Goal: The goal is a minority enrollment of 25% for districts that currently have less than a 25% minority enrollment.

3. If a district reaches the PR within five years, it gets a final judgment declaring that it has satisfied its pupil desegregation obligations. The plaintiffs agree to seek no further pupil desegregation relief through litigation. The school district's only continuing obligation is to comply with the specific obligations stated in elements 1, 2, 3 and 4, and to make continued efforts to reach the goal stated in paragraph 2. The Court would relinquish active supervision two years after the five-year period.

4. If a school district does not reach the PR, then

(a) Monitor will begin to prepare reports and recommendations, based on hearings at which all interested parties shall have the opportunity to be heard, in September of the fifth year so that the reports, the recommendations, and the negotiation process can be completed by the end of the fifth year.

(b) Parties will negotiate;

(c) Only after (a) and (b) can plaintiffs renew the litigation, in which case

(i) they must prove liability, and

(ii) they agree not to seek school district consolidation or reorganization and they agree not to seek a remedy beyond the 25% goal of paragraph 2, and any remedy would distribute the burdens of desegregation equitably, between the minority and the non-minority students in the school districts involved in the litigation under this paragraph.

(iii) In devising any remedy the Court would consider the monitor's report and it would be entitled to weight.

The Court's approval of any agreement shall determine that the Liddell, Caldwell, and the City Board Plaintiffs are entitled to "reasonable" attorney's fees and costs of litigation to be paid exclusively by the State after full hearing on attorney's fees.

B. Definitions

For purposes of this settlement agreement, the following terms are defined below:

"Enrolled" refers to those students that are enrolled in the participating districts' public schools.

"Home District" means the participating district which is the district of residence of the student transferring to another district pursuant to this plan or the district of employment of a teacher or administrator who transfers to another district pursuant to this agreement.

"Host District" is the participating district which receives a student, teacher or administrator who transfers from another district pursuant to this agreement.

"Participating District" means those school districts that are signatories to the agreement.

"Students" means kindergarten, full time elementary and full time secondary students in public schools in the City of St. Louis and St. Louis County, unless the term is specifically designated to refer to non-public school students. For the purpose of permitting voluntary interdistrict transfers by county pre-school children to the city and for the purpose of education of city pre-school children pursuant to Parts III and IV, the term "students" also includes pre-school students.

II. Voluntary Interdistrict Transfers

A. Plan Goal and Plan Ratio

1. Definitions

- a. The "Plan Goal" is a racial ratio of 25% black students and 75% white students.
- b. The "Plan Ratio" is an increase of black student enrollment of fifteen percentage points or achievement of the Plan Goal, whichever is less.

2. Plan Ratio and Plan Goal for Each Participating District

- a. The calculation of the plan ratio and the plan goal for each participating district is based on total resident enrollment (broken down into white resident enrollment and black resident enrollment) as of September 30, 1982 (State Report Date). Total resident enrollment for each participating district includes tuition students, and white resident enrollment includes non-black minority students. Transfer students under the 12(a) plan are not included in the resident enrollment data. Transfer students under the 12(a) plan are counted separately as part of a participating district's efforts to achieve its plan ratio and plan goal under this settlement agreement. The plan ratio and the plan goal of each participating district stated in subsections b. - c. are based on the percentage of black resident students enrolled in that participating district on September 30, 1982. The plan ratio will be used to calculate, on the basis of then current enrollment data and as set forth in section 4, the number of interdistrict transfer students that each participating district must accept.
- b. The plan ratio and the plan goal of each participating district in which the black resident student enrollment was less than twenty-five percent on September 30, 1982 are:

<u>Participating District</u>	<u>Plan Ratio</u>	<u>Plan Goal</u>
Affton	15.15%Black	25.00%Black
Bayless	15.15%	25.00%
Brentwood	25.00%	25.00%
Clayton	16.27%	25.00%
Hancock Place	15.34%	25.00%
Hazelwood	25.00%	25.00%
Kirkwood	25.00%	25.00%
Ladue	25.00%	25.00%
Lindbergh	15.79%	25.00%
Mehlville	15.32%	25.00%
Parkway	16.98%	25.00%
Pattonville	18.72%	25.00%
Ritenour	25.00%	25.00%
Rockwood	15.95%	25.00%
Valley Park	15.48%	25.00%
Webster Groves	25.00%	25.00%

- c. The plan ratio does not apply to participating districts in which the black resident student enrollment exceeded twenty-five percent on September 30, 1982.
- i. Participating districts (with their percentage black enrollment as of September 30, 1982) in which the black resident student enrollment exceeds fifty percent are: Jennings (55.10% black), Normandy (86.92% black), St. Louis City (79.47% black), University City (77.15% black), and Wellston (99.45% black). At the time this settlement agreement is approved by the Court, these participating districts, other than the City of St. Louis, are entitled to a final judgment that they have satisfied their pupil desegregation obligations and are not covered by the affirmative action faculty obligations under Section VI A-H. The continuing obligations of these participating districts, other than the City of St. Louis, shall be limited to the establishment of such magnet programs designed to increase white student enrollment and to cooperation in the recruitment process to facilitate the transfer of black students enrolled in

their district to participating districts whose enrollment is less than twenty-five percent black, consistent with the provisions of Parts II and III.

- ii. Participating districts in which the black resident student enrollment exceeds twenty-five percent but is less than fifty percent are: Ferguson-Florissant (40.55% black), Maplewood-Richmond Heights (28.97% black) and Riverview Gardens (42.60% black). At the time this settlement agreement is approved by the Court, these participating districts are entitled to a final judgment that they have satisfied their pupil desegregation obligations and are not covered by the affirmative action faculty obligations under Section VI A-H. The continuing obligation of these participating districts shall be limited to cooperation in the recruitment process, consistent with the provisions of Part II, to facilitate the transfer of white students enrolled in their district to participating districts whose enrollment is greater than fifty percent black and to facilitate the transfer of black students in their district pursuant to Section XIF hereof. If the black enrollment in any one of these three districts should exceed fifty percent, then its black students would enjoy transfer rights under Section II, and the participating district would be subject only to the two obligations assumed under subsection c(i) by participating districts in excess of fifty percent black enrollment as of September 30, 1982.

3. Implementation of the Plan Ratio and the Plan Goal by Participating Districts and Determination of Annual Targets

- a. Unless its plan ratio is achieved earlier, each participating district identified in section 2b, at the time it prepares enrollment estimates for the next school year but not later than a time to be specified by the Recruitment and Counseling Center, shall:

- i. estimate the total resident enrollment to be reported on the State Report Date, white resident enrollment (number and percentage), black resident enrollment (number and percentage) and the number of voluntary transfer students who will continue as students in the participating district.

The total resident enrollment figure shall include tuition students. The resident white enrollment figure shall include all non-black minority students, but it shall not include voluntary transfer students. The term "voluntary transfer students" includes all students who transferred to another district under the 12(a) plan or who transfer to a participating district under this settlement agreement. Such white voluntary transfer students shall be included in the enrollment figures of the participating district in which they actually attend school. The resident black enrollment figure shall not include black voluntary transfer students;

- ii. estimate the number of black voluntary transfer students necessary to achieve its plan ratio established by section 2b. according to this formula:

$$\frac{X + Y}{X + Y + Z} = \text{Plan Ratio}$$

In this formula, X represents the number of black voluntary transfer students necessary to achieve the participating district's plan ratio, Y

represents the number of black resident students as determined under subsection a(i), and Z represents the number of white resident students as determined in subsection a(i). After the number (X) of voluntary black transfer students necessary to achieve the plan ratio is determined, this number is then reduced by the number of black voluntary transfer students who have previously transferred into the participating district and who will remain enrolled in the participating district in the next school year; and

iii. establish annual targets for achieving the plan ratio in each of the remaining years. For each year prior to the fifth year of this settlement agreement, each participating district shall determine its own annual targets based on its plan ratio, and each participating district may state preferences for particular numbers of students at particular grade levels that the Recruitment and Counseling Center may consider, in addition to the prior achievement of the plan goal by any participating district, in assigning voluntary transfer students to participating districts in a manner consistent with the voluntary transfer student's rights to choose particular participating districts and schools. Each year each participating district shall report its annual targets and preferences to the Recruitment and Counseling Center by a date specified by the Recruitment and Counseling Center. These annual targets for achieving the plan ratio are non-enforceable.

b. Each school year each participating district identified in section 2b, unless it has a plan ratio lower than its plan goal and has not yet achieved its plan ratio, shall calculate separately the number of black voluntary transfer students

necessary to achieve its plan goal and non-enforceable annual targets for achieving its plan goal. This calculation shall be done consistently with the methods established in subsection a, except that the plan goal shall be substituted for the plan ratio in the formula set out in subsection a(ii).

- c. Each school year each participating district identified in subsection c(i) of section 2 shall calculate the number of white voluntary transfer students necessary to achieve its plan goal and non-enforceable annual targets for achieving its plan goal.

4. Determination of Achievement of a Participating District's Plan Ratio

- a. At the end of each school year during the first five years of this settlement agreement, each participating district identified in section 2b. shall determine on the basis of enrollment data as of the last day of school prior to graduation the percentage of black student enrollment according to the following formula:

$$\frac{A + Y}{A + Y + Z} = \text{Percentage Black Student Enrollment}$$

In this formula, A represents the actual number of black voluntary transfer students attending a school in the participating district, Y represents the actual number of black resident students determined consistently with section 3a(i), and Z represents the actual number of white resident students determined consistently with section 3a(i).

- b. The actual percentage of black student enrollment as calculated under subsection a shall be employed under Section XII in determining whether a participating district has equalled or exceeded its plan ratio established in section 2b.

B. Eligibility and Priorities Regarding Interdistrict Transfers Other Than To Magnet Schools and Programs

1. Purpose

The purpose of this provision is to assure opportunities for interdistrict transfer for black students in the City of St. Louis who have obtained an intradistrict judgment against the City Board and the State relating to the City of St. Louis and for black students in predominantly black school districts who have had asserted on their behalf a claim for interdistrict relief in the pending litigation.

2. Eligibility

a. Black students who are members of the racial majority at a school in any participating district which district is 50 percent or more black in its enrollment have the right to transfer voluntarily to a school and district in any other participating district in which school and district they would be in the racial minority on the conditions set out in Section II.B.3. The provisions of Section II shall govern the operation of these voluntary interdistrict transfers.

b. White students who are members of the racial majority at a school in a participating district which district is more than 50% white in its enrollment have the right to transfer voluntarily to a school and district in any other participating district in which they would be in the racial minority.

c. Students who have demonstrated disruptive behavior in their home district will be prohibited from voluntary interdistrict transfer. Prior to the transfer of any student the home district shall issue a statement that the transferring student is in good standing and has no record of recent disruptive behavior which would interfere with the operation of the program.

- d. Students who apply for interdistrict transfer who are currently withdrawn from school will be evaluated by the Recruitment and Counseling Center and permitted to transfer if there is no evidence of disruptive behavior. If there is evidence of prior disruptive behavior, these students may be permitted to transfer on a provisional basis as a probationary transfer student at the discretion of the Recruitment and Counseling Center, subject to no further disruptive behavior.
- e. Handicapped students who are served by the Special School District and the City Board who are not Phase 1 students shall be provided for pursuant to the agreement between the Special School District and the plaintiffs.
- f. Transfers are not limited to students in public schools.

3. Priorities

If in any school year, the number of eligible black students applying for interdistrict transfers exceeds the total number of spaces remaining under this settlement agreement, spaces shall be allocated among districts under the following formula:

A calculation shall be made for each majority black district of the number of black students currently attending schools that are 50% or more black in their enrollment. Ratios shall then be established for each district based upon the number of black students attending 50% or more black schools as a proportion of the total number of such students in all majority black participating districts. Spaces shall then be allocated according to the ratio. If the number of applications from any district is fewer than those it would be entitled to under the ratio, the excess spaces shall be redistributed to the remaining districts according to the same ratio.

- 4. The eligibility and priority provisions contained herein do not apply to magnet schools and programs. Separate eligibility and priority

standards for magnet schools and programs are set out in Section III.

C. Placement of Voluntary Interdistrict Transfer Students

1. Application for Transfers

- a. Each year during a period specified by the Recruitment and Counseling Center, every public school student in St. Louis City and St. Louis County who is eligible to transfer to another district will be asked to indicate if he/she wishes to transfer to another district. Eligible white city and county public school students will be provided with information about magnet school offerings in the city and county. Eligible black city and county public school students will be given information about regular schools in predominantly white county districts and all magnet schools.

2. Student Choice

- a. If the student wishes to transfer he/she will complete a transfer application and return it to the Recruitment and Counseling Center by a specified date. These applications will be time-stamped and processed by the Recruitment and Counseling Center according to the provisions of this agreement.
- b. If a student indicates that he/she wishes an interdistrict transfer to a regular school, the student may:
 - i. Request that the Recruitment and Counseling Center select the district and school to which the student will be assigned.
 - ii. Specify up to three choices of school districts and two school choices within each district.

3. Actual Assignment to District, School and Grade

- a. Every effort will be made to honor each student's first choice of district and/or school. If a student has indicated no choices, other than the wish to transfer, the Recruitment and Counseling Center will assign students first into those districts with the larger discrepancies between current enrollments and the plan goal.
- b. Assignments first will be made according to the spaces in schools and grade levels identified by the host district to achieve its annual target. These will be matched against all choices indicated by the student.
- c. If students remain unassigned after the above step, the host district for the student's first choice will be required to take the student as long as the placement will not exceed for that particular grade level 15% of the host district's annual target or exceed the annual target of the host district.
- d. If the student cannot be accommodated in the first choice district, the same procedure applied to the first choice district in preceding paragraph c shall be applied to the second choice district if one has been indicated. If the student cannot be accommodated in the second choice district the same procedure will be applied to the third choice district, if one has been indicated.
- e. If the student cannot be assigned under these conditions, or if the student does not accept the assignment provided, the student may request that he/she be placed on the waiting list for one particular district. Students on the waiting list will be processed on a first come/ first served basis in accordance with the overall placement criteria.

D. Equitable Placement

1. The student's opportunities for success will be the major goal when determining student placement.
2. Voluntary transfer students shall not be assigned by the host district in any manner that contributes to racial segregation.
3. In assigning students to schools, black voluntary transfer students (except those assigned to magnets) shall not be assigned to a school in which the black enrollment exceeds by more than 15 percent the plan goal for the district as a whole.
4. The host district shall honor the grade placement for the student as certified by the home district, which shall be communicated to the parent prior to transfer. Any preliminary evaluation of the student which might suggest modification of the student's placement also will be provided to the host district prior to transfer. If, during the first semester, testing, performance, remedial efforts, and consultation with all parties in interest indicate that an adjustment of grade placement should be made, it shall be made after the first semester in consultation with the student's parents, and preferably with parental consent.
5. School districts shall use tests that meet prevailing professional standards and such tests shall be used in accordance with the publisher's instructions.

E. Tenure

1. The commitment to accept a student shall be for the duration of the student's voluntary participation in the plan. Once a student exercises his or her right to participate in the plan, the student will continue in said plan, subject to the provisions of subsection 3, until the student affirmatively withdraws from participation as herein set out. Students will not have to transfer each year or exercise a transfer choice to remain in the host district. Students participating in this plan shall be encouraged to continue to participate at their initial school of choice. It is expected that

the student will follow the pattern of assigned schools for the resident students in the school in which the transfer student first enrolls.

2. Subject to the provisions of subsection 3, students who have elected to transfer under this plan shall remain students of the host district until they choose to return to the district where they reside.
3. Host districts shall not have the authority to remand transfer students to the home district. Host districts shall have the authority to suspend or expel a transfer student using the same due process procedures applicable to resident students.

F. Standards

1. Once admitted, transfer students will be expected to meet the same general standards, academic and other, as applied to students of the host district.
2. Information about each district's academic and disciplinary policies and procedures will be provided to the Recruitment and Counseling Center and made available to prospective transfer students on request. This should include information on pupil-teacher ratios, promotion and retention, counseling assistance, grading, student code of conduct, disciplinary action, and suspension and expulsion.
3. The host district shall respond to the educational needs of students without regard to their status as a transfer or resident student. Transfer students shall be eligible and encouraged to participate in all school programs funded and sponsored by the host district (academic, athletic, extra-curricular and other) and shall not suffer any disability or ineligibility because they are voluntary interdistrict transfer students. Participation in after-school activities will be facilitated by the provision where needed of extra-curricular buses or other forms of transportation. This provision is not intended to require transportation to or from an evening event that occurs subsequent to and separate from the regular school day.

4. In cases involving suspension greater than ten days in length or expulsions, the Recruitment and Counseling Center shall assist students and their parents in understanding their due process rights.

5. Participating districts shall apply disciplinary standards and procedures in a nondiscriminatory manner and in accordance with the Missouri state laws on suspension and expulsion, Sections 167.161 and 167.171.

To increase the desegregation of the schools in the metropolitan area of St. Louis.

To provide broader educational opportunities to students in the metropolitan area.

Among the assumptions guiding this proposal are the following:

A magnet school may be a whole staff, curriculum and facility or a part of a school, as with a magnet program. Magnet schools and programs may also be part time and may serve student populations part time at hours other than the regular school day.

B. Magnets will host students on a city and county-wide basis. Insofar as is supportive of the desegregation effort, students will have an opportunity to attend magnets.

C. No more than 20,000 students may be served by magnets, divided as follows:

- i. No more than 15,000 from grades 4-12
- ii. No more than 5,000 from pre-school to grade 3

iii. Of the 20,000 students which may be served by magnets, a minimum of 17,000 shall be served by City magnets, and no more than 3,000 shall be served by county magnets.

D. The composition of student enrollment in each magnet school or program shall be 50% black and 50% white, with an allowable variance of not more than plus or minus 10%.

E. Program themes of the magnet and schools established hereunder shall be as diverse as educational planning and

III. Magnet Schools.

A. Purposes of Magnets

1. Preamble - Unduplicated magnet programs to attract white county students and black students will be established at agreed locations in either the city or the county. No such magnet program would be established in a school district over its objection. City and county school districts would maintain autonomy over their other curriculum offerings.

2. The purposes of including magnet schools and programs are the following:

a. To increase the desegregation of the schools in the Metropolitan area of St. Louis.

b. To provide broader educational opportunities to students in the metropolitan area.

3. Among the assumptions guiding this proposal are the following:

a. A magnet school may be a whole staff, curriculum and facility or a part of a school, as with a magnet program. Magnet schools and programs may also be part time and may serve student populations part time at hours other than the regular school day.

b. Magnets will host students on a city and county-wide basis. Insofar as is supportive of the desegregation effort, students will have an opportunity to attend magnets.

c. No more than 20,000 students may be served by magnets, divided as follows:

i No more than 15,000 from grades 6-12

ii No more than 5,000 from pre-school to grade 5

iii Of the 20,000 students which may be served by magnets, a minimum of 12,000 shall be served by City magnets, and no more than 8,000 shall be served by county magnets.

d. The composition of student enrollment in each magnet school or program shall be 50% black and 50% white, with an allowable variance of not more than plus or minus 10%.

e. Program themes of the magnet list schools established hereunder shall be as diverse as educational planning and

imagination allows, but participation of successful study at a magnet school at any level shall not prevent a student from subsequent study in different, regular fields of instruction. Thus, every magnet school shall provide basic and general academic preparation within its own site or in conjunction with nearby schools.

B. Themes

The following magnet schools and programs are authorized but not mandated for 1983-84 and 1984-85. Such list may be rearranged or reduced, but may not be expanded without review and approval by the magnet review committee:

1983-84

<u>CITY</u>	<u>Grade</u>	<u>Target Enroll.</u>
Action Learning and Career Education	K-8	450
Foreign Language Experience School	K-8	275
Classical Junior Academy	2-8	549
Montessori I	Preschool-3	350
Expressive/Receptive Arts	K-8	450
Visual and Performing Arts Middle	6-8	315
Academic and Athletic	6-8	175
Visual and Performing Arts High School	9-12	550
Naval Jr. ROTC	9-12	400
Visual and Performing Arts Center	K-5	485
Individually Guided Ed. I	K-8	415
Individually Guided Ed. II	K-8	450
Health Careers	11-12	300

Math, Science and Technology	9-12	475
Academy of Basic Instruction I	K-8	310
Academy of Basic Instruction II	K-8	345
Academy of Basic Instruction III	K-8	410
Investigative Learning Center	K-5	415
Investigative Learning Center Middle	6-8	315
Management Academy	11-12	300
Metro High School	9-12	200
Foreign Language (Roosevelt)	9-12	450
Mass Media (McKinley)	9-12	200
Classical Academy (Soldan)	9-12	150
<u>COUNTY</u>		
Print and Broadcast Journalism (Kirkwood)	6-12	100
Extended Opportunity School (Clayton)(night)	9-12	200
Global Studies (Valley Park)	7-12	50
Language Arts Enrichment (Valley Park)	5-6	25
Instructional Media Laboratory School (Webster G.)	9-12	150
Television Production (Webster G.)	9-12	75
Early Childhood Microcomputer Immersion (Webster G.)	K-4	100-110
Microcomputer (Pattonville)	6-8	45-65
School Leadership (University City)	9-11	90

6th Grade Camp (part time) (University City)	6	880
Instrumental Music (summer) (Normandy)	9-12	200
BEST Basic (summer)(Normandy)	7-8	150
Vocational Assessment (after school/summer)(Normandy)	9-11	100
Computer Math-Language- Vocabulary (Ritenour)(Saturday)	4-6	70

1984 SUMMER

Summer Program for Voluntary Transfers (Parkway)	1-10	400-600
Math and Science (summer) (Normandy)	6-8	100

1984-85 (In addition to 1983-84 List)

<u>CITY</u>		
Foreign Language Experience School II	K-8	275
Montessori II	Preschool-3 (replicate)	400
Visual and Performing Arts Middle	6-8 (replicate)	315
Individually Guided Education I	Convert to K-5	415
Individually Guided Education II	Convert to K-5	450
Individually Guided Education	6-8 (New location)	500
Visual and Performing Arts High School (Relocate to larger facility)	9-12	1,000
Naval Jr. ROTC (Relocate to larger facility)	9-12	1,000

Military Academy Middle
(New Magnet School)

6-8

400

COUNTY

Aerospace Education (Lindbergh)

9-12

400-500

Mobile TV Production &
Demo Lab (Wellston)

9-12

12-15

Business and Office Practice
(Wellston)

9-12

25

Peer Counseling Institute for
Students (Wellston)

?

25

Metals and Foundry (Hancock Place)

9-12

45

Early Childhood Training
(Maplewood-Richmond Hgts.)

3-4 yr. olds

100

International Baccalaureate
Program (University City)

11-12

100

Aerospace (Normandy)

7-8

200

C. Planning

1. New magnets or expansion of magnets already existing may be provided for the school years 1984-85, 1985-86, 1986-87 and 1987-88 under the provisions of this plan by a process as described in the following paragraphs.

2. The process for approval of new magnets or expansion of existing magnets requires that applications be filed with a magnet review committee which shall have final authority over approval or disapproval of such magnets. The magnet review committee (hereinafter sometimes referred to in Section VI as the "magnet review committee" or "the committee") will report its decision as to whether or not applications are to be approved to the applying district and the Voluntary Interdistrict Coordinating Council.

3. Applications for 1984-85 magnets may be filed with the committee immediately upon the approval of this agreement by the Court and until December 15, 1983. On or before February 1, 1984, the committee shall render its decision on 1984-85 magnets. Each year thereafter, applications shall be filed with the committee no later than December 15, for programs beginning in the succeeding fall and the committee's decision shall be rendered on or before February 1.

4. There shall be six persons serving on the magnet review committee. Two persons representing the City Board, two persons representing county school districts, one person collectively representing the N.A.A.C.P., the Caldwell plaintiffs, and the Liddell Plaintiffs, and one person representing the State, shall constitute the review committee. The committee shall choose its chairman annually and shall make such reports to the Voluntary Interdistrict Coordinating Council as may be required.

5. The magnet review committee shall use at least these criteria in judging the applications for new magnets or expansion of existing magnets:

a. The extent to which the magnet will promote the desegregation effort.

b. The educational need of the students and the balance of educational opportunities.

c. The extent to which the magnet assists the host school district in meeting its desegregation effort under this plan.

d. The non-duplicated nature of undersubscribed magnet schools or programs.

e. The cost effectiveness of the programs related to the number of students served.

6. A district may seek approval for a planning grant for the purpose of devising a magnet school or program. The committee, in cooperation with the State Department of Education, has the sole authority to approve such grant and set the amount which shall mean that the district shall not face competition from similar planning or development effort during the period shown on the grant.

D. Evaluation

1. The magnet review committee shall biannually review the quality of magnets and report to the host school and the Voluntary Interdistrict Coordinating Council as to the improvements that are recommended in magnets and/or whether or not a magnet should be terminated. Such reports shall be included with the annually published common orientation booklet.

2. In preparation of the biannual review, the host school shall submit to the magnet review committee information on at least these criteria:

a. The extent to which the magnet has promoted and will promote the desegregation effort,

b. The quality of the magnet as measured by student outcomes.

c. The educational need of the students and the balance of educational opportunities.

d. The extent to which the magnet assists the host school district in meeting its desegregation effort under this plan.

e. The non-duplicated nature of undersubscribed magnet schools or programs.

f. The cost effectiveness of the program related to the number of students served.

E. Planning and Evaluation of Staff

1. The magnet review committee shall be a standing committee of the Voluntary Interdistrict Coordinating Council and shall initially have the assistance of the following staff: one senior educational planner, one senior educational evaluator and no fewer than three support staff.

2. The staff shall report directly to the Executive Director of the Voluntary Interdistrict Coordinating Council and shall function to assist the review committee in its planning and review of applications and its evaluation of magnets. In addition, the staff shall coordinate with the personnel responsible for student assignment.

F. Administration

Each magnet school or program shall be under the control of the host district board of education as to theme, level, continued existence, administration, staffing, and location.

G. Protection of Local Programs

Magnet school themes and curriculum shall not be construed to prevent or inhibit the continuation of, or changes in, programs or curricula in non-magnet schools or programs.

H. Public Information

Magnet list schools shall be publicized annually in a common orientation booklet and through city-wide and county-wide visitation and presentations to interested parents and students.

I. Common Application

A common, uniform application form shall be devised by the Recruiting and Counseling Center(s) and distributed as part of the magnet orientation booklet. No one shall be admitted to a magnet school who has not completed this application.

J. Student Eligibility for Magnets

1. All students whose race is in the majority in their assigned school and district, except as provided in paragraph (d) hereof, shall be eligible for acceptance into a magnet school in a district in which their race is in the minority if: (a) their home district signs a statement attesting to no record of recent disruptive behavior; (b) if any identified special needs are diagnosed as no more severe than Phase I; (c) they meet such qualification requirements as may have been approved by the Magnet Review Committee as specifically appropriate to some magnet themes; (d) in addition to the above, (i) white students in the City of St. Louis are eligible to attend City magnets if they are enrolled in a school in which the white enrollment is either 0-10% or over 50% and (ii) black students in majority black districts are eligible to attend magnets hosted in other majority black districts if all host district black students who have applied have been accepted and slots for black students remain in said school.

2. Students residing in the city or county who are enrolled in non-public schools shall be eligible if they meet the above conditions and if space in a magnet remains available after all public school applications have been processed for a given term.

K. Priority of Acceptance

The present enrollment of existing magnets will be given first preference. If in any school year the number of eligible black students applying for magnets hosted by a majority white district exceeds the total number of spaces remaining, the spaces shall be allocated among the majority black districts under the formula set forth in Section II.B.3.

L. Reserved Seats

Up to 30% of the seats in any magnet shall be reserved initially for eligible applicants residing and enrolled in the public schools of the host district. This proportion shall not be deemed a restriction on the host district enrollments and the reserve seats may be allocated to out-of-district applicants if fewer than 30% apply.

M. Continuation of Educational Program

A student who completes one term in a magnet school in good standing within the code of conduct shall be continued in the school until graduation or until parents or guardian applies for transfer whether or not such magnet continues to be a part of this agreement.

N. Assignment and Tenure

1. If a student indicates that he/she wishes to transfer to a magnet school, the student may indicate up to three school choices.

2. Each district shall, by a date specified by the Recruitment and Counseling Center, report to the Recruitment and Counseling Center the target enrollment and available slots by grade level and race for any magnet schools operated by the district.

3. Magnet applicants will be assigned based on processing each student's choices with the slots available in the magnets. Students who remain unassigned will be placed on the magnet waiting list and processed on a first come first serve basis.

4. Students who are enrolled in magnet schools shall be eligible to apply for a transfer to other magnet schools.

5. Kindergarten pupils in magnet schools will not automatically be promoted to the first grade in that magnet school, except where the magnet program specifically permits.

6. Students who graduate from a magnet school shall be eligible to transfer to a similar magnet school at the next grade level with first priority and without the necessity to reapply.

7. Students who graduate from a magnet school shall be eligible to transfer to any other magnet school at the next grade level with first priority, but must reapply.

8. Students in a magnet school which is divided into several schools or expanded in grade levels shall have first priority to transfer and without the necessity to reapply.

IV. Improvement of the Quality of Education Throughout the St. Louis Public Schools and Special Provision to Improve Instructional Quality in Non-Integrated Schools

Introduction

The parties recognize 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. The City Board has developed a program of the kind and scope to satisfy Section III of the Agreement in Principle and it is attached hereto as an Appendix. However, the St. Louis County School districts do not have the necessary information about the city schools to form an opinion on the details of the Appendix and, therefore, they do not agree or disagree with all of the specifics in this basic design. The parties agree that the Appendix forms a basis for setting forth a detailed implementation program to improve the quality of education in the St. Louis Public Schools. More detailed information, including budgetary matters, will be reviewed as the implementation schedule is developed and the hearing on funding provisions is held. A summary of the Appendix follows:

1. Strengthen the Long-Range Planning Capabilities of the District

Proactive planning is essential to the future of the St. Louis Public Schools - a school system which is experiencing declining enrollments, declining revenues and aging facilities. The school system operates within the context of a Court ordered intracity desegregation plan and is preparing to participate in a metropolitan-wide voluntary settlement plan which extends the promise of an end to Court supervision within seven years. In this complex array of circumstances, the ability of the school system to provide quality educational experiences for the children and youth of the community rests in large measure on its ability to predict future events and circumstances and to plan accordingly. The planning must be logical, systematic and comprehensive to ensure that scarce human and material resources are targeted effectively and efficiently toward the achievement of the school system's objectives. This will require the development of a strong and dynamic planning component and the service units to support it.

The Long-Range Planning Unit will serve a central management support function and will be structured and equipped to facilitate the design of the future of the school system. The unit will address the need for consistent and focused direction for development and implementation activities within the school system and for the coordination of objectives and activities among support units in schools. It will address the need to organize for the efficient and effective use of human and material resources. The unit will also fulfill the need to expand and utilize the findings of research and evaluation in developing projects and programs. It will facilitate planning which extends from goal-setting, needs assessment and problem analysis to the formulation of objectives and the design of strategies to achieve them. The unit will facilitate a systematic, logical approach to decision-making which draws heavily upon the analysis of data and information including demographic trends, availability of resources and evaluative feedback.

One of the major tasks of this unit will be the planning necessary to ensure the coordination of objectives and activities related to the implementation of the effective schools concept in all public schools in the City of St. Louis.

2. Reduction of Pupil-Teacher Ratios, Staff Selection and Performance Assessment

The pupil to classroom teacher ratios in integrated regular schools and in magnet schools will be lowered over the next five years to 25:1. The pupil-teacher ratio in non-integrated schools will be lowered to 20:1 within the next five years.

The first step in the reduction of pupil-teacher ratios throughout the school system will be taken in 1983-84 when pupil-teacher ratios will be reduced to those in effect in 1981-82. Current pupil-teacher ratios and those proposed for 1983-84 are as follows:

<u>1982-83</u>	1983-84 (1981-82 Level)
Kg. - 30:1	Kg. - 25:1
1-3 - 35:1	1-3 - 26:1
4-12 - 35:1	4-12 - 30:1

Absent an allowance for the loss of students who would transfer to County districts, it is estimated

that 350 additional teachers would be needed to lower the ratios as planned for 1983-84. The actual number of additional teachers needed should be considerably less than 350; however, that number can only be determined when the number of students who transfer to the County and the number of County students who transfer to the City is known. For example, should 3,000 students transfer to County districts in 1983-84 and 500 County students transfer to the City, the net loss of City students would be 2,500. This would reduce the need for additional staff to change the pupil-teacher ratios to the proposed 1983-84 levels by an estimated 93 teachers.

The reduction of pupil-teacher ratios will require the opening of additional classrooms, at least initially. As the net enrollment declines through the transfer of students to and from the County, the need for additional classrooms and additional teachers should decrease.

Should enrollments in non-integrated schools remain the same as projected for 1983-84, some 265 additional teachers would be needed to reach an interim goal of ratios of 20:1 in kindergarten, 21:1 in grades 1-3 and 25:1 in grades 4-12. However, a reduction in enrollment through the transfer of students to County districts could reduce the need for additional staff substantially.

Pupil-teacher ratios in pre-schools would be 15:1 per session for both teachers and aides.

The reduction of class size will facilitate more efficient classroom management and provide for greater time on learning tasks which is essential to the mastery of cognitive skills.

Staff Selection

Staff selection criteria and procedures will be reviewed and strengthened to ensure high standards for the selection of new staff. The criteria will, among other things, relate directly the requirements of the effective schools model, the strong emphasis on teaching basic skills and high expectation for students and staff.

Performance Evaluation

The instruments and processes for the assessment of staff performance will be evaluated and revised where necessary to assure high performance standards.

3. Effective Schools Model

An effective schools model which has been adopted in urban areas across the country and piloted in certain St. Louis Public Schools will be adopted as the major emphasis for all St. Louis Public Schools.

This generally accepted model identifies five characteristics of effective schools and delineates steps to take to ensure that these characteristics prevail.

(1) Strong administrative leadership is ensured through a self-assessment process, through appropriate inservice training and through continuous assessment of the impact leadership has on the total operation of the school.

(2) High teacher expectations is a two pronged thrust. Teachers must have high expectations for their own performance which flows from strong, effective administrative leadership. Of equal importance is the belief that teachers must have high expectations for students they teach. Inservice orientation for teachers will be designed to promote techniques for helping students acquire high self-expectations. Team planning, guided by inservice consultants, should provide methods which promote the positive attitudes which lead to the acquisition of basic skills.

(3) Positive school climate, the third characteristic of effective schools, flows from the first characteristics. Schools having strong administrative leadership, teachers with high expectations for themselves and students, and staffs that plan cooperatively have the basic elements for a positive school climate. This characteristic is specifically treated in

inservice training sessions for staff and parents are also involved at this step.

- (4) Emphasis on basic skills, another of the characteristics of effective schools undergirds the interrelates with each of the other characteristics. All constituents - administrators, teachers, students and parents - are made aware that basic skills acquisition is a number one priority. The scope and sequence of skills adopted by the system guide each individual school as staffs work to ensure that students in their school will attain those skills which are required system-wide. Strengths and weaknesses in basic skill areas are assessed so that appropriate emphasis will be given to attaining skills where there are deficits and that skills that are acquired are maintained.
- (5) Ongoing student assessment is also characteristic of effective schools and is carefully planned and implemented. This characteristic is ensured through participation in the system-wide testing program, of course. But of equal importance are mastery tests prepared by teachers or such tests as are integral components of curriculum materials and those assessment tools accompanying the Competency Based Education materials in use system-wide.

The implementation of the Effective Schools Model requires sufficient, well trained staff working together to provide the best possible education for future productive citizens. As the characteristics of effective schools infuse the total school system, the major goals of the system will inevitably be met.

4. Provisions for a Full Complement of Staff

As previously stated, the implementation of an effective schools model requires that sufficient staff be available to schools implementing that model. The St. Louis Public School System was required because of serious financial deficits to reduce staff. This section speaks to restoring staff and ensuring that a full complement of staff is

available. A previous section has addressed lowering pupil teacher ratios and providing sufficient regular classroom teachers who are carefully selected and assessed in an ongoing effort to assure effective schools.

It is a fact accepted by educators, parents, students and community that whereas the development of the cognitive basic skills is the top priority of school systems, there are additional facets of education requiring the attention of public school staffs.

Accordingly, the restoration of such specialized staff as art, music and physical education teachers will fill the void which currently exists in the provision of quality educational experience in these areas. Students will have the opportunity to develop related skills as fully as possible.

Likewise, extra-curricular programs such as intramural sports and interscholastic athletics are important in the broad context of providing worthwhile life-long interests and skills for students. To fulfill this obligation of effective education, coaching positions at the secondary level will be reinstated.

Student entering the formalized structure of first grade with prerequisite skills will profit from the emphasis on basic skills in all effective school settings. Therefore, sufficient staff to provide all day kindergarten programs for all students entering the St. Louis Public Schools will be provided.

Acknowledging that there are children with handicapping conditions and further acknowledging that these children are worthy human beings deserving of the best educational services, consideration is given to providing sufficient staff to meet the educational needs of these children. Whether handicapping conditions are orthopedic, sensory, emotional or intellectual, they must be effectively addressed. Staff will be available in the public school system to address these needs to the extent required.

Support staff required for meeting basic needs of students will be reinstated as needs indicate. In this category are school nurses, social workers, psychologists and psychological examiners.

Implementing an effective schools model necessitates such ancillary staff.

Additionally, support staff at a central level required to ensure long-range planning efforts, curriculum development, staff development and evaluation and assessment of staff and students will be hired and reinstated as required.

All considerations related to raising staff to full complement will strengthen the concentrated efforts to achieve the goal of improving the quality of education throughout the school system.

5. Curriculum Development

A five-year plan has been developed for the revision of curriculum. Curriculum development will be interdisciplinary in approach and will be supportive of the effective schools concept. Efforts will address the refinement of scope and sequence charts for the basic skills, the need for the frequent assessment of student progress and the means for conducting such assessments.

Curricula will also be developed for the Early Infant/Parent Centers and Pre-School Centers which will be established to serve families throughout the City. These centers will provide programs which are designed to ensure that children will be prepared to benefit fully from their educational experiences in the formal kindergarten through grade twelve program.

Measures to improve the quality of education must include efforts to ensure the access of students to adequate learning resources and a rich variety of learning experiences. The City Board proposes to improve and expand its library and other media resources and services and to conduct programs which provide access to the rich educational experiences available through cultural and other community institutions. Programs to promote computer literacy will be provided as will expanded programs in career education and cooperative education.

6. Staff Development Division

Strong support for curriculum development and implementation will be found in the establishment of a Staff Development Division. The major goal of the

Division will be to provide effective schools orientation, prepare staff for local school assessment relative to the characteristics of effective schools and prepare staff for planning local school strategies for the attainment of those characteristics for each school. Curriculum development and revision, the lowering of pupil-teacher ratios, the rehiring of staff, the hiring of new staff and staff exchanges, will result in significant alterations to the environment of the classroom teacher and the building administrator and will require educators at all levels to utilize new information and/or techniques in the performance of day-to-day activities.

The Staff Development Division would have the following goals:

- a. To assist in the implementation of the effective schools program in all schools within the system by providing individual school staffs with the necessary training they need to put the program into effect. By working closely with the building staff, Staff Development will ensure strong support for the effective schools program.
- b. To train staff in newly developed or revised curriculum.
- c. To address the specific staff training needs in non-integrated schools.
- d. To address human relations needs specifically as part of the new educational environment.
- e. To address any other aspects of the new educational environment in schools.

All of these goals would be pursued through the provision of inservice sessions for large groups, single school or department inservice sessions, and in individualized follow-up sessions for teachers, administrators or other staff.

7. Facilities

The St. Louis Board of Education has a responsibility to efficiently operate, maintain and improve, where necessary, in excess of 9 million square feet of aged building facilities on over 135 separate sites, housing integrated, non-integrated and magnet schools.

The general condition of the St. Louis Public School facilities is one of rapid deterioration, extreme deferred maintenance, and general old age. This situation can better be understood by examination of some very basic data and information as follows.

Age Distribution of Basic Operating Facilities of the St. Louis Public Schools

<u>Period of Basic Construction</u>	<u>Age Range</u>	<u>Approx. Building Area</u>	<u>Approx. % of Total</u>
Prior to the turn of the century	83 to 112 yrs. old (17 bldgs.)	845,000	9%
	7 non-integrated		
	5 integrated		
	3 magnet		
	2 alternative		
Between 1900-1908	75 to 83 yrs. old (22 bldgs.)	1,434,000	15%
	8 non-integrated		
	10 integrated		
	4 school support facility		
Between 1908-1918	65 to 75 yrs. old (20 bldgs.)	1,646,000	19%
	8 non-integrated		

Nearly one third of the building area of the St. Louis Board of Education is over 75 years old. This building area alone compares to the total district building area of some of the largest and newest metropolitan area county districts.

	6 integrated		
	6 magnet		
Between 1918- 1933	50 to 65 yrs. old (31 bldgs.)	2,516,000	26%
	11 non-integrated		
	8 integrated		
	8 magnet		
	2 alternative		
	2 school support facility		
Between 1933- 1948	35 to 50 yrs. old (13 bldgs.)	681,000	6%
	5 non-integrated		
	3 integrated		
	2 magnet		
	3 school support facility		
Between 1948- 1967	16 to 35 yrs. old (39 bldgs.)	2,238,000	24%
	28 non-integrated		
	2 integrated		
	4 magnet		
	4 school support facility		
	1 alternative		

Most notably, the data show that:

Nearly one fourth of the building area of the St. Louis Board of Education is over 75 years old. This building area alone compares to the total district building area of some of the largest and newest metropolitan area county districts.

Nearly one half of the building area of the St. Louis Board of Education is over 65 years old.

More than two thirds of the building area of the St. Louis Board of Education is over 50 years old.

Moreover, nearly one tenth of the building area of the St. Louis Board of Education was built before the turn of the century with four basic facilities over 100 years old.

The aged facilities of the St. Louis Board of Education are currently in a severely deteriorated and sometimes dilapidated physical condition and are in immediate need of not only a major deferred maintenance program, but also a general improvement, renovation and modernization program.

The Relationship of Efforts to Improve Educational Quality to the Upgrading of Facilities

Every effort should be made to ensure a learning environment which complements and supports the instructional program in a manner which optimizes the learning process. This is accomplished through providing buildings and grounds which are safe, clean, attractive, clement, healthful, efficient, and functional in terms of the current technology and teaching program laboratories.

School facilities which are not safe, clean, attractive, clement, healthful, efficient, and functional, create distractions which inhibit the learning process from a variety of perspectives. Consequently, steps need to be taken to remove such inhibitors in order to provide a milieu in which the student is free to concentrate on learning and developmental tasks and the teacher has at hand an appropriately designed and furnished space and the needed resources which will contribute most effectively to the learning process.

It is firmly believed that the above relationship is valid. Therefore, it becomes imperative that the Board obtain sufficient facilities funds to not only provide for deferred maintenance but also to initiate a comprehensive program for general renovations, associated program improvements, and modernization of its facilities.

In addition, staff reductions have impacted the Groundskeeping Division and the Building Maintenance and Repairs Division. Staff must be restored to ensure the consistent, continuous services required to maintain upgraded facilities and grounds.

8. Evaluation and Assessment

Key to the improvement of the quality of education is the effective use of the products of evaluation and research. The City Board's Division of Evaluation will play a greater support role in this effort. The products of this unit will provide guidance for the long-range planning efforts of the district, the management of curriculum and instruction, the planning and provision of appropriate staff development opportunities for all staff and the continued targeting of the school district's efforts on the achievement of its educational objectives.

The implementation of the effective schools model carries with it many new assessment requirements. School staffs must assess their individual schools relative to the characteristics of effective schools. Instruments will be needed for teachers, administrators, parents and students to assess school climate. Effective schools monitor student progress frequently so that staff can be constantly aware of learning progress in relation to instructional goals and can adjust teaching efforts efficiently. All of these requirements indicate a greater reliance on the expanded use of the products of evaluation and research.

This is not to say that evaluation would concern itself simply with outcomes. Process evaluation is essential to any form of continuous corrective feedback. Working hand-in-hand with all components of the Plan, especially with Long-Range Planning, evaluation would assess such matters as the effectiveness of the management and logistics of the Plan and whether services have been reasonably planned and delivered. Only then can the human and material resources of the school district be targeted consistently upon the provision of quality educational experiences for the children and youth of the community.

Special Provisions for Non-Integrated Schools

In addition to the measures for the improvement of instruction throughout the school system from which the quality of education in integrated, non-integrated and magnet schools will be greatly enhanced, additional provisions will be made to upgrade the quality of education in non-integrated schools. Such provisions range from the establishment of pupil-teacher ratios which are lower than the reduced pupil-teacher ratios for other schools to the establishment of non-integrated schools of special emphasis. These provisions may be categorized as instructional or motivational in nature and are described briefly as follows:

1. Instructional Programs

a. Lower Pupil to Classroom Teacher Ratios

Subsequent to 1983-84, the City Board proposes to reduce pupil-teacher ratios in non-integrated schools to an interim goal of five students below the proposed system-wide ratios for 1983-84 and to a ratio of 20:1 within five years. This ratio is estimated to be five students below the average for county districts and the proposed ratio for regular integrated schools and magnet schools.

Should enrollments in non-integrated schools remain the same as projected for 1983-84, some 265 additional teachers would be needed to reach an interim goal of ratios of 20:1 in kindergarten, 21:1 in grades 1-3 and 25:1 in grades 4-12. However, a reduction in enrollment through the transfer of students to County districts could reduce the need for additional staff substantially.

b. After-School, Saturday and Summer School Experiences

Remedial instruction and appropriate learning enrichment opportunities will be provided. Such remedial programs will provide more "time on task" in the development of cognitive skills. Enrichment experiences will be linked to courses of study and will promote the full understanding of subject matter and its various applications in the broader community which cannot be acquired in a classroom setting alone. These

experiences will be designed as extensions of classroom activities rather than replications of them.

c. Parental Involvement

Parent and staff seminars will be instituted to promote a mutual understanding of the school's mission and parental expectations of the school. Additionally, opportunities will be provided for parents to become tutors of their kindergarten and primary grade children. The involvement of parents as partners in support of learning is an important characteristic of effective schools. Such involvement is incorporated into the effective schools model.

d. Schools of Special Emphasis

Resources will be provided for non-integrated schools to develop programs of special academic emphasis for individual schools. Many black students, for one reason or another, will not be able to enroll in a magnet school or transfer to the County but still wish to receive alternative educational programs. Schools of special emphasis would be designed to meet those needs and interests.

2. Motivational Programs

a. Motivational Recognition Experiences

The motivational recognition experiences programs will provide a number of activities which will make available to pupils opportunities for success and recognition. Such activities as writing contests, debates, math competitions, science expositions and others will have motivational effects on students as well as provide numerous opportunities for them to receive recognition for both participation and achievement. These activities would be scheduled throughout the year, and would be coordinated with the curriculum in order to ensure that pupils receive maximum benefits from participation. Activities would be scheduled for pupils in grades kindergarten through grade 12.

b. Role Model Experiences

Students in non-integrated schools will be provided with successful role models to encourage them to continue in their academic careers. Assembly programs and other large group activities, and classroom experiences with local, state and national figures will be arranged. These experiences will be coordinated with curricular materials in such a manner as to support the regular instructional program. Actual contacts with successful role models will encourage academic achievement, particularly in social studies and other areas which address current events.

c. Shared Experiences Program

Provisions will be made for the establishment of student concerns committees in each elementary and middle school. The committees of student representatives will meet regularly with the principal and will address such issues as student morale, attendance and behavior. Members will participate with staff in efforts to create a school climate which is conducive to the maintenance of an effective learning program.

ACTC-TV
 St. Ann's Parish
 St. Ann's Parish
 St. Ann's Parish
 Bureau of Science and Natural History
 Saint Louis Art Museum
 Saint Louis Symphony
 Saint Louis Zoo
 United Nations Association
 Urban League Library

Part-Time Educational Programs

A. Part-Time Ancillary Programs. Many of the part-time ancillary programs are presently in operation in the St. Louis public schools and may be expanded to include participating districts.

Among those programs presently in operation which may be expanded are the following:

- Pairing and Sharing
- The Law and Education Project
- Springboard to Learning
- Career Education
- The School Partnership Program
- Ethnic Heritage
- Radio Station KSLH

Another program which may be expanded for the benefit of both city and county students is the English as a Second Language (ESL) program. This program is presently operational in three schools that have been designated as ESL Centers. Students must be enrolled in the school and show need of ESL services before they can participate.

Additionally, cultural/educational institutions with long-standing and enviable records for their educational programs for school children as well as the adult community have made commitments to participate cooperatively in programs specifically designed to bring together students from city and county schools. They have well-trained staffs and well-equipped facilities for extending learning experiences beyond conventional classrooms to the broader environment of the community and the world at large, some of the institutions involved are:

- KETC-TV
- McDonnell Planetarium
- Missouri Botanical Garden
- Missouri Historical Society
- Museum of Science and Natural History
- Saint Louis Art Museum
- Saint Louis Symphony
- Saint Louis Zoo
- United Nations Association
- Urban League Library

The voluntary integration programs to be offered by these institutions will be a cooperative effort between each institution and the participating schools. As a first step,

VI. FacultyA. Definition of Teacher and Administrator

1. As used herein, the term "school district" shall apply to each and every school district which is a signatory to this agreement.

2. As used herein, the term "teacher" shall include all certificated staff except certificated administrators. The term "administrator" as used herein, shall include all administrators, whether certificated or not.

B. Purposes

1. Recruitment and selection of newly hired employees and the terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate against black people because of their race.

2. To increase the number of black applicants who satisfy the school district's standards for employment.

3. To implement a system for monitoring and recording school district efforts to secure black applicants for teachers and administrators.

4. To seek to achieve a goal in its staff of teachers a work force of at least 15.8% black. 19-20

5. To seek to achieve a goal in its staff of administrators a work force of at least 13.4% black. 3

C. Recruitment of Teachers and Administrators

The school district shall be responsible for recruiting black applicants for employment as teachers and administrators using any reasonable means available to it. The school district 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.

D. Application and Selection Procedures

1. The school district shall initiate and maintain a record system sufficient to identify for each applicant, his or her identity, race, position(s) applied for, position(s) considered for, disposition, the source of the applicant's knowledge of the job opening, the date the application was received and any other information required to satisfy the provisions of Section F hereof.

the institutions will establish certain general guidelines for their respective programs and extend the opportunity for participation to schools in the city and county. Faculty members and administrators will recommend students for participation in the programs.

While the format and scope of the programs will vary from institution to institution, each will have a common denominator: To bring together racially mixed groups of students from the metropolitan area districts periodically for programs of unique educational value.

Additionally, it is envisioned that cable television could become an integral part of the metropolitan voluntary plan.

B. Part-Time Specialty Programs. Students enrolled in part-time specialty programs shall attend classes a half-day for a complete semester or a full year. These programs include, but are not limited to:

- Honors Art
- Honors Music
- Transportation
- Mass Media

A student may participate by enrolling in that high school or by spending one-half day in his/her home school and the other half in the high school of the specialty. Honors Art and Honors Music shall be in a school setting which houses only these programs. For these last two programs, students must spend one-half day in their home school and the other half day in Honors Art or Honors Music Programs. All specialty programs are at the secondary level.

C. Policies and Procedures

1. Pupils must apply for admission into part-time specialty programs and will be admitted on a first-come, first-served basis with consideration being given to racial balance.

2. Part-time ancillary program experiences will be cooperatively planned and implemented by staff at the participating schools and institutional staff where appropriate with due consideration being given to racial balance.

2. The school district will retain an affirmative action file of all black applicants.

3. Whenever the school district has a vacancy, the Affirmative Action file shall be reviewed to identify qualified black candidates for consideration for such vacancy.

E. Annual Hiring Goals

Subject to the provisions of paragraphs 1 and 2 hereof, the following hiring goals for the employment of new teachers and administrators, to be judged on an annual basis, shall be applied:

<u>Number of New Hires</u>	<u>Ratio - New Hires</u>
1 through 9	1 black: 2 white (33 1/3%)
10 through 20	1 black: 3 white (25%)
21 through 50	1 black: 4 white (20%)
51 or more	1 black: 5 white (16.6%)

For example, if in any year a district hired 17 teachers and/or administrators, the first 9 hires would be 3 black and 6 white and the next 8 hires would be 2 black and 6 white.

Each school district shall report to the Voluntary Interdistrict Coordinating Council and plaintiffs' counsel the number and percentage of teachers and administrators broken down by both black and white teachers and administrators as of the effective date of this agreement, such report to be filed thirty days after such date.

1. Nothing contained in this agreement shall be construed to require the employment of unqualified teachers or the discharge or replacement of any teachers employed by a school district.

2. School districts shall be obliged to use their best effort to attain the goal and above stated annual hiring goals. Failure to attain the goal or annual hiring goal may be justified, among other reasons, if a district demonstrates that such failure was because it hired the best qualified candidate for each position.

F. Reporting and Enforcement

Commencing October 1, 1983 and annually thereafter, each school district shall file a report covering teachers and administrators with the Voluntary Interdistrict Coordinating

Council and each of the plaintiffs' counsel herein, containing total number of new hires, total white new hires, total black new hires, positions filled with new hires, rate of pay and total applications received in that year broken down between white and black applicants. The first such report shall contain such information for the period from the date of this agreement to September 15, 1983 and each subsequent annual report shall cover the period from September 16, to the following September 15.

If a district's annual hiring goal is not met and upon request of plaintiffs or their counsel each school district upon receiving such request shall provide within a reasonable time the following additional information, which shall not include the name of any person hired or of any applicant for employment:

1. Positions filled during the reporting period showing race, date of hire, position hired into, rate of pay, and reason for selection;
2. All applicants for positions filled during the reporting period showing race, date of application, position applied for and position considered for, reason for the rejection of other applicants for the position filled and date decision was made. If a district's annual hiring goal is not met and if plaintiff's counsel desires additional information to that previously provided pursuant to the terms hereof, plaintiff's counsel shall have reasonable access to these documents upon request to the school district's counsel and upon mutually agreeable terms.

The school district shall retain all applications, correspondence, applicant logs, interview sheets and all other documents relating to any application for employment and the basis for selection or rejection of any applicant, including the name and address of each individual applicant and/or person employed.

The provisions of this settlement agreement relating to the recruitment and employment of black teachers and administrators are subject to judicial enforcement; provided, however, except for good cause asserted, counsel for the movant, prior to seeking judicial enforcement, shall first confer with the school district's counsel or make reasonable efforts to do so, in an attempt to resolve any differences.

Nothing contained herein shall preclude any individual who believes he/she has been discriminated against because of race from asserting such claim in an appropriate forum whether or not this agreement's hiring or pupil goal has been met.

G.

All obligations pursuant to this agreement relating to hiring of black teachers and administrators, including the reporting requirements in Section F hereof, shall terminate at the time the hiring goals of 15.8% black teachers and 13.4% black administrators is reached, or the pupil goal of 25% black students is reached, whichever occurs earlier. The meeting of such goal or goals shall be documented by data reported to the Voluntary Interdistrict Coordinating Council and plaintiffs' counsel.

H. Duty to Follow State Law

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 teacher positions, districts shall use to the extent required and at their request, 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 new hires of blacks to meet the annual goal set forth in Paragraph E.

4. I. Teacher Transfers and Exchanges

Voluntary interdistrict transfers of teachers will also be used to attain affirmative action goals when such transfer results in movement toward a district's annual affirmative action goal.

Voluntary teacher exchanges will be encouraged to enhance desegregation efforts.

a. Purpose

The purpose of the teacher transfer and exchange program among metropolitan and county school districts is to enhance racial teacher balance and teacher integration experiences in the districts. Another purpose of this program is to foster attitudes of responsiveness, cooperation, and innovation in meeting educational challenges.

b. Conditions

i. The exchange teacher shall remain an employee of the home district and will receive

from the home district the scheduled salary and fringe benefits to which he/she is entitled as an employee of that district. Existing liability insurance agreements of districts shall be appropriately amended prior to any exchange or transfer to provide continued coverage for the exchange or transfer teacher.

ii. Any teacher who volunteers has the right to maintain affiliation with professional associations of his/her choice.

iii. Teacher tenure status shall not be affected by the special assignment to another school district.

iv. Personnel policies normally provided to teachers in the receiving district shall be given to exchange or transfer teachers.

v. The teacher shall receive from the host district mileage reimbursement for job related functions that others in similar positions receive. No mileage reimbursement shall be provided for travel to and from the worksite and the teacher's home.

vi. The school calendar of the host district shall be totally followed by the exchange or transfer teacher. The effective date of assignments beginning in the fall shall be determined by each district's calendar. When the beginning dates of the districts' second semesters do not coincide, the effective date of the exchange shall be the latter of the two for both exchange teachers. The effective date of administrative changes shall be agreed upon by the participating districts.

vii. Selection procedures may provide for visitations and interviews prior to acceptance by any of the parties involved.

viii. The exchange or transfer teacher's period of assignment shall be mutually agreed upon by the home and host districts. The exchange teacher is expected to serve full term of the exchange or transfer agreement. Should a request for transfer be submitted by the exchange or transfer teacher before the end of

the agreed-upon term, the request shall be reviewed and action agreed upon by the home and host districts prior to any final determination.

ix. In the event of an exchange teacher's absence, the host district shall provide the substitute teacher, and the home district shall pay the costs of a substitute teacher as billed at the scheduled rate of the host district for the balance of the period of the exchange.

x. Supplemental assignments of exchange teachers are permissible and may be made by either district during the exchange period. Extra-duty pay for all services performed in the host district shall be forwarded to the home district for deposit. The home district shall assume responsibility for making necessary employee deductions before issuing a check for the extra-duty assignment.

xi. The teacher exchanges and transfers shall be limited to full-time, tenured staff, except by mutual agreement of the individual districts involved.

xii. The evaluation of exchange and transfer teachers shall be as mutually agreed to by the home and host school districts.

xiii. The exchange or transfer teacher shall be expected to return to the home district at the end of the exchange or transfer assignment period.

xiv. When the exchange or transfer teacher returns to the home district, assignments will be based upon the home district's policies and procedures.

xv. An exchange or transfer teacher shall receive on a one time basis only a monetary bonus for the completion of one full school year of service under this section, such sum as may be agreed upon by the host and home districts.

xvi. The host district shall pay the transfer teacher's remuneration, including the cost of a substitute teacher's salary.

xvii. All transfers and exchanges shall be subject to the approval of both the home and host districts.

Each... out of their district to participate in the educational process and shall not be restricted from or denied access to activities and processes provided to resident persons. In this regard, additional steps may be initiated by the district to foster this positive relationship. Among the areas which may require special attention by the districts are the following:

1. Parents may need an opportunity before the student transfers to visit the host school and meet the staff, particularly the student's teacher(s), in a supportive manner that encourages further interest and participation.
2. Parents should be encouraged to participate actively in the parent organizations of the host school and district.
3. If transportation presents a problem for the parent, assistance might be arranged through carpools or other means as the district may decide.
4. Opportunities for seeing conferences between teachers and parents could be provided.
5. Parents need to be informed about academic policies and discipline code procedures before the student completes the transfer process.

B. A parent advisory council under VICE with representation from all participating districts, which includes parents of resident and transfer students, may be constituted on an annual basis. This council shall provide assistance to the voluntary leadership/parent coordinating Council in addressing parent and student concerns about the interdistrict exchange plan.

VII Parent Involvement

- A. Each participating district shall encourage the parents or guardians of students transferring into or out of their district to participate in the educational process and shall not be restricted from or denied access to activities and processes provided to resident parents. In this regard, additional steps may be initiated by the district to foster this positive relationship. Among the areas which may require special attention by the districts are the following:
1. Parents may need an opportunity before the student transfers to visit the host school and meet the staff, particularly the student's teacher(s), in a supportive milieu that encourages further interest and participation.
 2. Parents should be encouraged to participate actively in the parent organizations of the host school and district.
 3. If transportation presents a problem for the parent, assistance might be arranged through carpools or other means as the district may decide.
 4. Opportunities for evening conferences between teachers and parents could be provided.
 5. Parents need to be informed about academic policies and discipline code procedures before the student completes the transfer process.
- B. A parent advisory council under VICC with representation from all participating districts, which includes parents of resident and transfer students, may be constituted on an annual basis. This council shall provide assistance to the Voluntary Interdistrict Coordinating Council in addressing parent and student concerns about the interdistrict voluntary plan.

VIII. Transportation

1. The Missouri State Department of Elementary and Secondary Education shall:

a. Provide transportation for interdistrict transfer students enrolled and participating in regular or magnet programs who reside more than one mile from the school site;

b. Provide transportation for students enrolled and participating in part-time ancillary programs and half-time specialty programs.

2. Any district may request to manage the transportation of their voluntary transfer students or voluntary transfer students attending other districts; and if such a request is made, the State shall approve same if it is cost effective and can be assimilated into the state operated transportation program.

B. Membership

1. The VICE shall have the following voting members:

a. One person selected by each school district which is a party to this agreement;

b. One person each selected by the National Association for the Advancement of Colored People ("NAACP") and by the Liddell plaintiff group as parties to this agreement; and

c. One person employed by the State Department of Elementary and Secondary Education, or its successor, selected by the Commissioner of Education, or his successor.

2. The VICE may, in its discretion, invite teacher, parent and other interested organizations to

IX. Administration

A. Establishment and Purpose of Voluntary Interdistrict Coordinating Council.

1. A Voluntary Interdistrict Coordinating Council ("VICC") shall be established as provided herein.
2. The purpose of the VICC is to coordinate and administer the student transfer and voluntary teacher exchange provisions of the settlement agreement. The VICC shall have no authority or responsibility for the operation of the school districts which are parties to this agreement, and it is hereby expressly understood and agreed that all such authority and responsibility remains with the duly elected board of education for each school district, as provided by law. The VICC shall have no power to alter or amend the terms and provisions of the settlement agreement. The VICC shall have no powers beyond those expressly granted to it herein, or as may be granted to it by any amendment to the settlement agreement duly authorized by the unanimous consent of the parties and with approval of the Court.

B. Membership

1. The VICC shall have the following voting members:
 - a. One person selected by each school district which is a party to this agreement;
 - b. One person each selected by the National Association for the Advancement of Colored People ("NAACP") and by the Liddell plaintiff group as parties to this agreement; and
 - c. One person employed by the State Department of Elementary and Secondary Education, or its successor, selected by the Commissioner of Education, or his successor.
2. The VICC may, in its discretion, invite teacher, parent and other interested organizations to

select representatives to participate in the activities of the VICC as non-voting members.

3. Each appointing authority shall also select an alternate representative to the VICC. The alternate shall have the same power and authority as regular members in the absence of the regular member.
4. Each regular and alternate member shall serve for a term of one year. Each appointing authority shall name its initial representatives to the VICC within ten days after approval of this agreement by the Court.

C. Voting

Each person appointed pursuant to paragraph IX.B.1. shall be entitled to one vote on each matter submitted to a vote of the VICC. On all questions a majority of the VICC voting shall decide the issue. Alternate members shall have the right to vote in the absence of the regular member.

D. Quorum

A quorum shall consist of a majority of the voting members. Official business of the VICC shall be conducted in the presence of a quorum and not otherwise.

E. Meetings

1. The VICC shall determine the time, place and date of its meetings, and members are to be considered informed thereof by the action taken by it in making such determinations. Notice of meetings may be confirmed by the Executive Director. In addition, the Chairman, the Vice-Chairman in the Chairman's absence or a majority of the voting members may call special meetings upon appropriate notice to members of the time, place and purpose of the special meeting. The special meetings shall be limited to the purpose stated in the notice unless otherwise agreed by the members.
2. The VICC shall follow and be governed by the provisions of Chapter 610 RSMo. 1982 Supp, as it may be amended or revised from time to time, with respect to its meetings, votes and records.

F. Officers

1. The VICC shall elect a Chairman, Vice-Chairman and Secretary from its voting members to serve for a period of one year. No person shall be precluded from holding office because he previously held such office. These positions should rotate among the voting members and parties to this agreement. The position of Chairman shall be held by the City Board representative at least once during the first five years.
2. The Chairman shall have general supervision of the proceedings of the VICC. The Chairman, or in his/her absence, the Vice-Chairman, shall preside at all meetings of the VICC. The Chairman and Vice-Chairman may perform other duties as may be prescribed by the VICC.
3. The Secretary shall keep, or supervise the keeping of, the minutes of the VICC meetings; be responsible for the giving of all appropriate notices; and act as the official custodian of the records of the VICC.

G. Staff

1. a. The VICC shall select an Executive Director who shall report directly to the VICC.
- b. The Executive Director shall be responsible for the daily supervision and operation of the overall administrative duties of the VICC.
- c. The Executive Director shall, with the approval of the VICC, employ such full-time and part-time staff as may be necessary to carry out the duties of the VICC.
- d. The Executive Director shall appoint, with the consent of the VICC, a Recording Secretary to take and transcribe the minutes of VICC meetings. The Recording Secretary shall serve upon terms to be determined by the VICC.
- e. The Executive Director shall be an ex officio member of the VICC without vote.

2. The VICC shall select a Director of Student Recruitment and Counseling. The Director of Student Recruitment and Counseling shall have primary responsibility for the daily supervision and operation of the Student Recruitment and Counseling Center established herein and shall report to the VICC through the Executive Director.

H. Fiscal Authority

1. The VICC may authorize the Chairman, Vice-Chairman or Executive Director to enter into any contract or execute any instrument in the name of the VICC. Such authority may be general or confined to specific documents. All contracts, instruments, or other obligations shall be in writing, and shall be presented to the VICC for approval before being executed. Nothing herein shall be construed so as to impose any personal liability upon the members of the VICC for any such contracts, instruments or obligations.
2. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the VICC shall be signed by the Executive Director and countersigned by the Chairman. In the absence of the Chairman, either the Vice-Chairman or the Secretary may countersign such instruments. At least once each month, the Executive Director shall present to the VICC the vouchers payable for its review and approval. The Executive Director may establish a petty cash fund from which disbursements may be made by the Executive Director pursuant to guidelines approved by the VICC. The Executive Director's authority is limited to budgeted amounts for expenditures as approved by the VICC.
3. All funds of the VICC shall be deposited to its credit in such banks, trust companies or other depositories as the VICC may select.
4. The VICC may, in its discretion, contract with any school district which is a party to this agreement to act as the VICC fiscal agent, or to provide other fiscal services as may be approved by the VICC.

5. The VICC fiscal year shall be from July 1 to June 30 annually.

I. Rules, Operating Procedures and Forms

The VICC shall adopt such reasonable rules, operating procedures and forms as it may deem necessary or appropriate to fulfill its functions under the settlement agreement, and as may be consistent with the terms of the settlement agreement. All such rules, operating procedures and forms may be modified, from time to time, consistent with the settlement agreement.

J. Powers

1. The VICC and its staff, in cooperation with the parties to this agreement, shall develop procedures to implement the student transfer and teacher exchange provisions of this agreement. The procedures shall be developed in a manner consistent with the principles as set forth in this agreement. The procedures shall be adopted by VICC as soon as practicable, but in no event later than forty-five days after approval of this agreement by the Court.
2. The VICC shall have the following responsibilities:
 - a. To develop procedures for implementation of the student transfer and teacher exchange provisions of the settlement agreement;
 - b. To supervise recruitment, counseling and placement of student transfer and teacher exchanges;
 - c. To coordinate dissemination of information on available programs to the community;
 - d. To assist in developing and implementing an effective and safe transportation system for student transfers, including assistance in setting standards for such implementation;
 - e. To coordinate interdistrict safety and security services where necessary;

- f. To prepare an annual budget for its operations for approval by the parties and the Court;
- g. To assist in planning and implementing new magnet schools and magnet programs; and
- h. To report at least annually to the parties and the Court the steps taken to implement the settlement agreement. This report shall include information including but not limited to: student transfers; teacher exchanges; recruitment counseling and initial placement efforts; student placement and modifications and suspension and expulsion relating to transfer students. The Committee shall provide for:
 - 1. the collection of data providing evidence of compliance and assurance of non-discriminatory treatment, which may include such areas as promotion/retention, extra-curricular activities, evaluation and placement.
 - 2. evaluation of implementation process and identification of problem areas to be targeted for special intervention or additional resources. This may include school level data on requests for special education evaluations, disciplinary actions, rates of absence, withdrawal or drop-out.
- i. To coordinate the development and dissemination of information about the schools and programs available in each of the school districts which are parties to this settlement agreement;
- j. To keep accurate records of all teacher exchanges and status of such exchanges;
- k. To receive and address concerns of voluntary exchange teachers relating to their participation in desegregation activities;
- l. To assist in staff development and in-service training activities in order to

prepare staff to function in integrated settings;

- m. To perform such other activities as are necessary and consistent with this agreement.

K. Student Recruitment and Counseling Center

1. There shall be established a Student Recruitment and Counseling Center to have responsibility for all recruitment and counseling activities with respect to the student transfers under this settlement agreement. With the approval of the Court, the Student Recruitment and Counseling Center established herein shall include the existing office of the Recruitment and Counseling Center in the City of St. Louis established pursuant to the terms of the St. Louis Public Schools Intradistrict Desegregation Plan. Nothing herein shall affect the operation of the existing Recruitment and Counseling Center in the City of St. Louis with respect to the Intradistrict Desegregation Plan, and all duties and responsibilities imposed herein shall be deemed additional to those presently performed by that Center. A parallel office of the Student Recruitment and Counseling Center shall be established in St. Louis County by the VICC.
2. The VICC may establish additional and/or satellite offices in the City of St. Louis and St. Louis County as may be necessary and appropriate. All existing satellite offices in the City of St. Louis will continue to operate according to the terms of the Intradistrict Desegregation Plan.
3. The Recruitment and Counseling Center shall with the approval of the VICC hire an adequate staff to perform its duties and responsibilities herein.
4. The Student Recruitment and Counseling Center shall have the following responsibilities:
 - a. To process all applications for student transfers in accordance with the principles established by this settlement agreement;

- b. To conduct and coordinate recruitment drives with the school districts which are parties to this settlement agreement;
- c. To conduct and coordinate advertising campaigns relating to the student transfer provisions of this settlement agreement;
- d. To coordinate the development and dissemination of information about the schools and programs available in each of school districts which are parties to this settlement agreement;
- e. To keep accurate records of all student transfers and the status of such transfers;
- f. To collect and analyze student data for the VICC annual reports to the parties and the Court required by Section IX.J.2.h.; and
- g. To perform such other activities as the VICC may deem appropriate and consistent with the terms of this settlement agreement.

- 5. The Student Recruitment and Counseling Center shall process all student transfers to part-time specialty programs or full-time programs. It shall not process students participating in part-time educational programs.

L. Part-Time Educational Programs

The VICC will coordinate the modification, addition or deletion of any such programs in the future.

M. Transition

- 1. With approval of the Court, the Coordinating Committee established pursuant to Order H(226)81, dated July 2, 1981, shall cease to exist upon the effective date of this settlement agreement.
- 2. Subject to approval by the VICC, all records, funds, property and personnel of the Coordinating Committee shall be transferred to the VICC on the effective date of this settlement agreement.

3. The VICC and the Coordinating Committee shall cooperate to effect an orderly transition.
4. The effective date of this settlement agreement shall be ten (10) days after the approval of this agreement by the United States District Court for the Eastern District of Missouri.

N. Resolution of Procedural Disputes in the Administration of the Settlement Agreement

1. It is expected that most issues which are the responsibility of the VICC will be resolved by a majority vote of a quorum of the VICC.
2. If an issue cannot be resolved by the VICC or a member disagrees with a decision of the VICC, the following steps will apply:
 - a. The Chairman will appoint a sub-committee of the VICC to study the issue and report back to the VICC with appropriate recommendations. This sub-committee should consist of three to seven members who represent a fair sample of persons who have a special interest in the issue.
 - b. The VICC will then reconsider the issue and vote upon it.
 - c. Should this review process not satisfy the parties involved, the issue will then be referred to a mediating panel of three persons. Each party to the dispute will select a member-at-large, and the third member shall be selected by the first two. The decision of this panel will settle the issue on the VICC level.
 - d. Direct appeal to the Court will be the final procedure in such matters for all parties.
3. This Section is limited to procedural disputes which may arise in the administration of this settlement agreement. Nothing contained herein shall limit the parties from its rights under Section XII.

O. Resolution of Individual Disputes and Grievances of Transfer Students

The Recruitment and Counseling Center shall provide information and counseling to parents of transfer students and to transfer students who have questions and/or grievances concerning their treatment as transfer students. In any such grievance or dispute other than involving a suspension of more than 10 days or expulsion, if after assistance and counseling have been made available and the applicable procedures of the host district have been completed, the grievance or dispute has not been resolved, the matter shall be referred to the VICC for mediation. VICC will secure the appointment of a mediating panel to conduct non-binding arbitration. Each party to the dispute will select a mediator and the third member will be selected by the first two.

If the dispute still is not resolved, the parties to the dispute may pursue such other legal remedies as are available including judicial enforcement of this settlement agreement, if appropriate.

Where a long-term suspension or expulsion is involved, a transfer student shall have the same rights as a resident student.

X. Finance

A. School districts involved in this Settlement Agreement do not have resources to finance the obligations agreed to under this settlement agreement and therefore the fulfillment of the obligations of the parties is contingent upon an Order by the Court which establishes adequate funding for the obligations of the parties.

B. The payments for funding under this Agreement shall be as follows:

1. Each year each district shall calculate and certify separately its cost per pupil in a regular school and in a magnet school. The cost per pupil shall be all costs for instruction and support services as reported in the Annual Secretary of the Board Report (FD-5) minus all pupil transportation and food service costs. The State shall pay these costs for full-time equivalent transfer pupils to the districts membership. The State shall pay separately to the host district the then current cost per pupil less the amount of State aid and trust fund allocation per pupil. However, each host district shall report each transfer pupil as a resident pupil for the purposes of determining all forms of State aid and as part of each host district's eligible pupil count for the purpose of determining trust fund allocations.

Each host district shall estimate the full-time equivalent of transfer pupils to the district's membership and transmit such estimate to the State in September of each year. A correction will be made in January of each year and a final adjustment made in June. Payments shall be made by the State through forward funding paid monthly to each district based upon the September estimate as corrected.

2. No later than 30 days after the entry of the funding order, each school district participating in the Agreement shall irrevocably elect and notify the State of its election of one of the following options:
 - a. Each home district shall receive from the State for each student who voluntarily transfers from his or her district to a

host district under this agreement one-half of the State aid it would have received had the student remained in his/ her home district. This State payment shall be made for each district for a period of five years or any extension of time agreed to by the parties subsequent to the Court's approval of this agreement.

- b. Beginning with the 1984-85 school year each district which sends more transfer pupils than it receives under this agreement and which thereby experiences a decline in its actual enrollment shall report its second preceding school year's actual enrollment for purposes of determining State aid and as part of each such district's eligible pupil count for purposes of determining trust fund allocations.
3. The cost of the incentives for provisions for voluntary teacher exchanges under Section VI (Faculty), the cost of student recruitment, start-up costs and building modification costs of new magnet schools and expanded magnet costs to schools programs, one-time extraordinary costs (other than hiring of personnel) such as the costs associated with reopening a closed school, the costs of community involvement centers and part-time educational programs, transportation of transferring pupils, the operating expense of the VICC, its staff and the Recruitment and Counseling Center and each of its offices, the costs relating to the improvements in educational programs offered by the City Board in Section IV (Quality Education) and such other costs incurred pursuant to this Settlement Agreement shall be paid by such combination of additional State funding pursuant to Court of Appeals for the Eighth Circuit's decision in Liddell et al v Board of Education et al., 677 F.2d 626, 641-642 (8th Cir. 1982), cert. denied, 51 U.S.L.W. 3258 (Oct. 5, 1982) (No. 81-2022) and a tax rate increase in the City of St. Louis as shall be ordered by the Court. These payments shall be in addition to the payments set forth in paragraphs a and b above.

4. If any school district obtains desegregation assistance from an outside source, the amount of such funding shall be deducted from the State's funding requirements under this Settlement Agreement. In calculating State payments under subsection a hereof, the State shall determine how much money would have been paid in State aid to the home districts from the State Foundation Funds had the transfer pupils remained in their home districts. That sum shall be applied to the costs of this plan for the purposes set forth in paragraphs 1 and 2 hereof and shall continue to be charged to the Foundation Funds. However, all other costs and payments required under this plan shall not be funded from the Foundation Funds. The State shall not decrease its level of funding for education below the amount of funding established for the 1982-83 fiscal year. Pupils who are accepted in a host district shall not be required to pay any fee to the host district as an out-of-the district pupil.

5. Each district shall prepare a budget setting forth the estimated costs which it will incur as a result of this Settlement Agreement and present said budget to the Court for approval and appropriate funding orders at a date to be determined by the Court.

XI. Other Provisions

A. The City Board shall be invited to join the Cooperating School Districts for the St. Louis Suburban Area, Inc.

B. The Liddell, Caldwell and City Board Plaintiffs are entitled to "reasonable" attorneys' fees and costs of litigation to be paid exclusively by the State after a full hearing on attorneys' fees.

C. Participation in this settlement agreement by any school district shall not be deemed an admission of liability nor an element of proof of liability in any interdistrict school desegregation case.

D. The parties acknowledge that this settlement agreement may be inconsistent with the May 21, 1980 Order as amended and if so, the terms of the May 21, 1980 Order as amended shall be modified, with the approval of the Court, to be consistent with this settlement agreement.

E. Consistent with the Agreement in Principle, there shall be no court ordered mandatory, interdistrict transfers of white or black students until after a hearing on liability as provided in Section XII; the 23 suburban school districts in St. Louis County will continue to exist as provided in Section XII; the cost of the settlement shall be paid by such combination of State funding and a tax rate increase in the City of St. Louis as shall be provided by the Court as provided in Section X; and black students in suburban school districts that have a minority enrollment of 50% or greater enjoy transfer rights as provided in Sections II and III.

F. The parties recognize that some school districts view the neighborhood school concept as a desirable educational tool. Under this paragraph no district will be required to adopt or abandon a neighborhood school plan and its customary attendance areas. Districts presently operating under a plan established by court order or agreement with any federal agency which addresses the elimination of racially identifiable schools shall not be affected by this paragraph so long as the court order or agreement remains in effect or the district continues to follow the court order or plan.

1. Districts which have exceeded the plan goal (25% black) for the district, but have within the district individual schools with student ratios of more than 50% black shall permit the black students attending those schools the same

interdistrict transfer rights as are conferred upon black students attending majority black districts.

2. Districts which are at the plan goal (25% black) or below which have within the district schools with student ratios of more than 50% black shall extend to black students attending those schools the right to transfer intradistrict to another school whose black/white ratio does not exceed 25% black--75% white.

A. Each district must have accepted enough black transfers to bring its minority enrollment to 10%. Thus, District X must have accepted 15 black transfer students, District Y must have accepted 13 black transfer students and District Z need not accept any. In other words, the three districts together must have accepted 31 interdistrict transfer students.

B. Assume District A has accepted only 15 interdistrict transfer students i.e. 5% of the plan ratio of 30. It will, nevertheless, have satisfied its obligation if, for example, District Y has accepted 15 students.

To illustrate:

DIST	WHITE ENROLLMENT	MINORITY BLACK ENROLLMENT	TRANSFER BLACK ENROLLMENT	TOTAL
X	100	0	15	115
Y	100	5	13	118
Z	100	15	2	117
		20	30	150

In the alternative, District X will have satisfied its obligation if District Y accepts 13 transfer students and District Z accepts two students.

To illustrate:

DIST	WHITE ENROLLMENT	MINORITY BLACK ENROLLMENT	TRANSFER BLACK ENROLLMENT	TOTAL
X	100	0	15	115
Y	100	5	13	118
Z	100	15	2	117
		20	30	150

The plaintiffs shall not seek any further interdistrict pupil desegregation relief through litigation.

Footnote Continued

enrollment 118).

There are two ways for these districts to satisfy the plan ratio:

A. Each district must have accepted enough black transfers to bring its minority enrollment to 15%. Thus, District X must have accepted 18 black transfer students, District Y must have accepted 13 black transfer students and District Z need not accept any. In other words, the three districts together must have accepted 31 interdistrict transfer students.

B. Assume District X has accepted only 16 interdistrict transfer students (i.e. 90% of the plan ratio of 18). It will, nevertheless, have satisfied its obligation if, for example, District Y has accepted 15 students.

To illustrate:

<u>DIST</u>	<u>WHITE ENROLLMENT</u>	<u>RESIDENTIAL BLACK ENROLLMENT</u>	<u>TRANSFER BLACK ENROLLMENT</u>	<u>TOTAL</u>
X	100	0	16	116
Y	100	5	15	120
Z	100	<u>18</u>	<u>0</u>	<u>118</u>
		23	31	154

In the alternative, District X will have satisfied its obligations if District Y accepts 13 transfer students and District Z accepts two students.

To illustrate:

<u>DIST</u>	<u>WHITE ENROLLMENT</u>	<u>RESIDENTIAL BLACK ENROLLMENT</u>	<u>TRANSFER BLACK ENROLLMENT</u>	<u>TOTAL</u>
X	100	0	16	116
Y	100	5	13	118
Z	100	<u>18</u>	<u>2</u>	<u>120</u>
		23	31	154

The school district's only continuing interdistrict obligations under the settlement agreement that are judicially enforceable are to cooperate in the recruitment and promotion of transfers under Sections 4a, c, f and h of the agreement in principle as implemented by Sections II and IX hereof, to accept transfer students under Section 1 of the agreement in principle as implemented by Section II hereof, and to participate in the magnet program established under Section 2 of the agreement in principle as implemented by Section III hereof in order to reach and maintain the plan goal (25 percent). The Court will relinquish active supervision two years after the five-year period.

E. If a school district does not meet within five years its plan ratio or the numerical requirements as set forth in paragraph D above, then

1. Following completion of the monitoring and negotiation process described in paragraphs F and G below, plaintiffs may renew the litigation involving paragraph 12(c) and their pending interdistrict claims as to any such school district.

2. In such litigation, plaintiffs must establish liability and they shall not seek school district consolidation, dissolution or reorganization and they further shall not seek a remedy beyond the plan goal (25 percent).

3. Any remedy shall distribute the burdens of desegregation equitably between the minority and the non-minority students in the school districts involved in the litigation under this paragraph.

4. In devising any remedy the Court will consider the monitor's report. The monitor's report shall not be conclusively binding but shall be entitled to weight.

F. The Monitor

1. By October 1, 1987, the plaintiffs and the school districts that have not yet satisfied the numerical requirements of paragraph D or the district's plan ratio above will meet and attempt to agree on the selection of a monitor. If they are unable to do so, each side will select its own monitor and the two monitors will then select a third. The third monitor shall be a person who has not been involved in any aspect of this litigation and has not taken a public position on any aspect of the case.

2. The Monitor shall make an investigation and positive recommendation. The Monitor shall by January 31, 1988 conduct

an informal fact finding hearing at which all interested persons shall have an opportunity to be heard.

3. By April 1, 1983 the Monitor shall file a final report. The Monitor's review shall be limited to:

- A. Determine the steps taken by the district to meet its plan ratio;
- B. Investigate what further steps can be taken to assist the district to meet its plan ratio;
- C. Make recommendations as to steps to be taken by the parties to assist the district in meeting its plan ratio and the time period which the Monitor believes is necessary for the district to reach its plan ratio. These recommendations shall be consistent with the obligations of the parties contained in Sections II and III of this agreement.

4. The Monitor shall file his report with the Court. If the district and the plaintiffs agree to follow the recommendations of the Monitor, then those recommendations shall be put in place and the stay extended for the period of time contained in the recommendations.

5. If the district or any plaintiff does not accept the recommendations of the Monitor, the plaintiffs or any of them may proceed to renew the litigation.

6. If plaintiffs fail to renew the litigation within a period of two years from the date of the filing of the Monitor's report, they shall be barred from renewing the litigation unless an extension is mutually agreed to by the district and the plaintiffs.

G. Negotiations

Following the issuance of the monitor(s)' report on April 1, 1988, the parties may meet and attempt to agree upon a course of action for each district which course of action may be at variance with the Monitor's recommendations.

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