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FILED

APR 25 1983

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

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CRATON LIDDELL, et al.,

Plaintiffs,

v.

No. 72-100C(4)

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

Defendants.

STATE DEFENDANTS PRE-TRIAL BRIEF
FOR SETTLEMENT AGREEMENT HEARING

I

INTRODUCTION

State Defendants have filed simultaneously herewith, a document supporting the request of the City of St. Louis to continue the April 28 hearing to a later date. Questions concerning the adequacy of the notice have been raised and State Defendants believe they are well taken. In addition, questions concerning adequate time for discovery and preparation have been raised. These latter questions are further enhanced by recent events concerning City Board's estimated budget for the settlement agreement.

State Defendants received City Board's proposed budget totalling $87,000,000 on Friday, April 22, 1983. This late filing made it impossible for State Defendants to analyze the proposed budget in time to include comments in this brief. It will make it extremely difficult if not impossible to analyze this budget in time to respond at the new scheduled April 28 hearing, because of all the other preparation State Defendants are involved in dealing with quality education and all the aspects of funding. This difficulty is compounded by the fact that State Defendants still may not have received the entire City Board budget estimates. We have been advised by at least one other party of a budget with an estimated first year cost of approximately $125,000,000 and a projected 5 year cost exceeding $750,000,000. Unfortunately, State Defendants have not received this budget and therefore will surely not be able to respond to it by April 28.

In addition, State Defendants have received no budgets from any St. Louis County school district setting out their budget for magnet schools or their estimated costs per student as a receiving or host district. Whether these latter figures agree with State Defendants' estimates remain to be seen. Once again State Defendants will be unable to respond.

Accordingly, State Defendants sincerely hope this Court will grant the extension requested by the City of St. Louis. Since the Court has granted certain parties until May 10 to respond to the settlement agreement it is presumed no decision will be made until after that date. Thus, a delay in the hearing will not delay the Court in its decision nor prejudice any of the parties. On the contrary, an extension will permit all parties the necessary time to prepare, to assure the Court has all the information necessary to make a proper decision.

Finally, State Defendants understand that the Court is considering a bifurcated hearing which would deal with quality education on a program by program basis. If it is the Court's intention to have such hearings before approving the settlement agreement then continuance of the April 28 hearing would not delay the Court's decision. If, on the other hand, the Court is contemplating approval of the quality education package in principle followed by a series of hearings on individual programs State Defendants respectfully suggest Rule 23(e) considerations would preclude such a procedure. Rule 23(e) requires a finding that the settlement agreement is fair, adequate and reasonable. Since the quality education segment of the settlement agreement is such an integral part of same, and is so important to the potentially 15,000 black students and their families who will remain in non-integrated schools in City Board's school system, consideration of this segment and its costs in context would seem imperative. To approve the settlement agreement without full consideration of the quality education segment, both educationally and financially, would invite appeal and possible reversal.

With these preliminary comments State Defendants will now address other issues in this proposed settlement agreement.

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II

QUALITY EDUCATION

At the time this brief was written State Defendants had information that City Board had prepared another Quality Education appendix which significantly reduced its earlier document. Since the City Board President had acknowledged that the earlier proposal was a wish list they did not expect to be approved State Defendants sincerely hope a revised plan has been developed. However, since they have not received such a proposal they are unable to respond to the same and will only respond briefly to the currently existing proposal. At the hearing, State Defendants will present an analysis of whatever plan is before the Court to the best of their ability.

First, some of the concepts contained within the quality education proposal are valid parts of any system. Some of these are offered in school districts throughout the state and should already be part of City Board's system. If they are not, the Court should order their implementation at City Board expense. City Board, a known constitutional violator, should not be permitted to enhance its educational system at the expense of others who offer many of these programs within their current system and budget. This is especially true since City Board is the sixth wealthiest regular school district in the state on an expenditure per student basis.

A further concern of State Defendants is the proposed cost of City Board's quality education proposal. Their proposal to renovate 9,000,000 square feet of building space could cost as much as $30,000,000 per year for eight years based on renovation construction costs of only $26 per square foot. The cost of additional staff could reach $57,000,000 based on analysis of the plan by the State Department of Elementary and Secondary Education. If City Board wishes to pay for these costs out of their own budget that choice is theirs.

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750

However, State Defendants should not be required to pay these costs. Especially, since the number of administrators have increased by 27% while student enrollment has decreased by 13% when comparing 1979-80 figures with 1982-83.

As stated in the introduction quality education is an important consideration for all parties and should have an extensive hearing before a final decision is made on the settlement agreement.

III

FUNDING

The cost of the proposed settlement agreements alone makes it both unfair and unreasonable. State Defendants have previously pointed out some of their financial concerns in their response to the settlement agreement, which response, including exhibits is incorporated herein by reference.

State Defendants have pointed out in II, supra, that the costs of the Quality Education proposal will total $30,000,000 for eight years for renovation and $57,000,000 for additional staff to implement the proposal. For reasons stated in II, supra, State Defendants believe such costs should be borne by City Board and should not be part of the costs of this desegregation plan to be paid for by the State. To order the State to pay such costs when the City Board is the 6th wealthiest regular school district in the state would render the proposed settlement agreement both unfair and unreasonable as to the State Defendants and its citizens and taxpayers, including other school districts, which operate more efficiently.

With respect to fiscal incentives as contained in the proposed settlement agreement, these amount to a windfall for participating school districts, both sending and receiving. This fact makes the proposed settlement agreement both unfair and unreasonable.

First, with regard to sending (home) districts, they will receive funds from two sources for not educating resident students. Since City Board is likely to be the principal home district it will be used for illustrative purposes. Commencing with the 1983-84 school year each school district is entitled to average their eligible pupil enrollment over the preceding three years for purposes of state and under the foundation formula. Thus, if City Board had an enrollment of 60,000 students in 1980-81; 58,000 in 1981-82 and

56,000 in 1982-83 their 3 year average would be 58,000, even though their 1982-83 would be only 56,000 or less. Since their current state aid under the foundation formula is appoximately $1100-per student, the City Board will receive approximately $2,200,000 or more annually for students they no longer educate. These are funds available for operation of their public school system, which funds are not available today.

In addition, for each resident student leaving their home district, said district still retains all revenue generated by other sources such as local taxes, cigarette tax, textbook funds and proposition C funds. In the case of City Board the total expenditures per pupil are approximately $3300- of which approximately $1100 comes from the foundation formula. Thus, City Board retains about $2200 for each student it sends to another district to educate. For each 1000 students they no longer educate they will retain $2,200,000. If this plan achieves a transfer of 15,000 students from the City, the City Board will retain $33,000,000 of revenues generated to educate children they no longer educate. This is grossly unfair and unreasonable to State Defendants and the citizens and taxpayers of Missouri, including other school districts who operate efficiently and effectively within their budgets. It is made even more unfair and unreasonable when you remember City Board is a known constitutional violator.

In addition, the fiscal incentives provision permits school districts to retain one-half of their foundation formula payment for each resident student which they send to another district. This payment is made for a period of at least 5 years and longer if agreed to by the parties to the agreement. Both the dollar amount of such fiscal incentives and the opportunity for extension are unfair and unreasonable. Since City Board receives $1100 per student this amounts to the right to be paid $550 for each student they no longer educate or $550,000 for each 1000 students. If the proposed settlement agreement achieves a transfer of 15,000 resident students from City Board to suburban school districts, City Board will receive $8,250,000, at today's rate, for students they no longer educate. This is a substantial windfall to a school district found to have violated the Constitution.

The fiscal incentives to host (receiving) districts is also unfair and unreasonable. These incentives are substantially above those ordered by this Court in its 12(a) Voluntary Plan on which some districts admit they have made money. School districts which have not been found to be a constitutional violator should not lose money on students they receive but neither should they make money. As a constitutional violator City Board should be required to pay its own way. Under the proposed formula City Board would receive $3100 per student as its cost of education and the average county district would receive $2600. This is in addition to one-half the foundation formula money they would be permitted to retain. These figures become more ludicrous when you are comparing a student for student transfer. As an example, if you have a one for one transfer from City Board to a suburban district it is highly unlikely any additional costs will be borne by either district. None the less, the State will be required to pay out $5700 for that student. A transfer of ten for ten would cost the State $57,000 even though both districts will be educating the same number of students. The potential inequities should be obvious and any formula should pay only for the actual increased costs and no more. The ultimate absurdity is when a district transfers more students out than they receive in but receive additional funds through fiscal incentives for educating fewer students. Yet this is possible under the proposed settlement agreement. Another example of how the proposed settlement agreement is both unfair and unreasonable.

Finally, we must consider the costs of transportation under the proposed settlement agreement. As drafted the costs could average $1100 for each student transferred. These extreme costs could be significantly reduced by a process of pairing, sectoring or zip coding. While most parties seem to oppose this approach it would substantially reduce transportation costs by placing certain City Board schools with certain school districts in the county. It has the additional advantage of assuring that all school districts have an opportunity for achieving their plan ratio and gives no special advantage to school districts located on the periphery of City Board's district. The admitted disadvantage in pairing, sectoring or zip coding is it removes some of the voluntary nature of the transfers by limiting a student's choice. However, a student is not guaranteed his or her choice under the proposed settlement agreement and thus has certain limitations in any event.

IV

THE PROPOSED SETTLEMENT AGREEMENT VIOLATES SUPREME COURT GUIDELINES IN MILLIKEN I and HILLS v GAUTREAUX

In Swann v Charlotte-Mecklenburg, 402 US 1, 28 L.Ed.2d. 554, 91 S.Ct. 1267 (1971) the United States Supreme Court established as a fundamental principle in school desegregation cases that the task was to correct by a balancing of the individual and collective interests "the condition that offends the Constitution." They further clarified that a federal remedial power may be exercised "only on the basis of a constitutional violation" and, "as with any equity case, the nature of the violation determines the scope of the remedy." Id. at 16.

These basic principles were subsequently applied to a school desegregation case in Milliken v Bradley, 418 US 717, 41 L.Ed.2d. 1069, 94 S.Ct. 3112, (1974) (Milliken I). In Milliken I, supra, the Supreme Court established that;

> "Before the boundaries of separate and autonomous school districts may be set aside by consolidating the separate units for remedial or by imposing a cross-district remedy, it must first be shown that there has been a constitutional violation within one district that produces a significant segregative effect in another district. Specifically, it must be shown that racially discriminatory acts of the state or local school districts, or of a single school district have b-en a substantial cause of interdistrict segregation. .....Conversely, without an interdistrict violation and interdistrict effect, there is no constitutional wrong calling for an interdistrict remedy." Id at 745 (emphasis added).

It is of course academic that there has been no finding of an interdistrict violation and interdistrict effect in this case to justify an interdistrict remedy. Thus, if the Court has the power to approve the settlement agreement under consideration and order its implementation, it must be by agreement of the parties or be based on some other legal principle. Since State Defendants have not agreed to the proposed settlement agreement the Court must rely on some other legal principle to overcome the clear language of Milliken I, supra. In approving the 12(a) voluntary plan, proponents of the plan and the Courts relied upon Hills v Gautreaux, 425 US 284, 7L.Ed.2d. 792, 96 S.Ct. 1538 (1976). State Defendants have consistently disagreed with this application and believe it to be even more inappropriate for the proposed settlement agreement. In Hills, supra, the Court analyzed the decision in Milliken I, supra, and said it "was actually based on fundamental limitations on the remedial powers of the federal courts to restructure the operation of local and state government entities. That power is not plenary. It "may be exercised 'only on the basis of a constitutional violation'"...citations omitted. Id at 293, (emphasis added). An analysis of Hills, supra, shows clearly that it reaffirms the principles of Milliken I, supra. The remedy in Hills, supra, was permitted only because both CHA and HUD 1) committed intentional constitutional violations, 2) had the authority to operate outside the city limits of Chicago and 3) "the relevant geographic area for purposes of the respondents housing options is the Chicago city limits....." No similar factors exist in this case to warrant the intrusion into state government which would result if the proposed settlement agreement with its astounding agreement is approved as written the costs even by City Board estimates will be substantial, whether it is $100,000,000 annually or $150,000,000 annually. With the State already facing a 10% cutback order by the Governor for the second straight year an additional expenditure as contemplated by the proposed settlement agreement would be devastating. Significant cutbacks in programs and services are inevitable, resulting in a restructuring of state government not permitted by Milliken I, supra, nor contemplated by Hills, supra. Numerous programs, including education, mental health, natural resources just to name a few, face the possibility of financial cuts which could significantly effect their ability to operate and meet the needs of the citizens of this state. This is not only contrary to Milliken I, supra, and Hills, supra, but it also raises questions about the fairness and reasonableness of the proposed settlement.

V

CONCLUSION

State Defendants respectfully suggest that any Rule 23(e) hearing on the proposed settlement agreement must include the entire agreement before a determination can be made as to whether it is fair, adequate and reasonable. Once that hearing is concluded State Defendants believe the Court will understand that the extraordinary costs of the agreement make it unfair and unreasonable.

In particular, the quality education segment of the agreement contains educational concepts which should already be part of City Board's educational system. As the sixth wealthiest regular school district in the State, City Board should be required to offer the quality education package to their students out of their current budget. They should not be permitted to use desegregation as a means of curing their inadequacy over the years of their school system management, especially since they are a constitutional violator. To do so clearly makes this settlement agreement unfair and unreasonable.

Finally, this settlement agreement, as written, violates the principles established by the United States Supreme Court in Milliken I, and exceeds the power of the federal court as enunciated in Hills v Gautreaux. The enormous cost of this proposed agreement will cause severe cutbacks in state government services so as to significantly restructure the operation of state government and the services it offers its people.

Respectfully submitted,
JOHN ASHCROFT
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314-751-3321

Larry R. Marshall

LARRY R. MARSHALL
Special Assistant Attorney General
920A East Broadway
Columbia, Missouri 65201
314-443-2006

<u>CERTIFICATE OF SERVICE</u>

On this 25th day of April, 1983, I certify that I will mail a copy of the foregoing document to all parties of record by placing a true copy of same, postage prepared and addressed to all counsel of record as soon as the document number is received from the United States District Court.

Larry R. Marshall

Larry R. Marshall

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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MISSOURI
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CRATON LIDDELL, et al.,

Plaintiffs,

v.

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

Defendants.

No. 72-100-C(4)

STATE DEFENDANTS' LIST OF WITNESSES FOR THE APRIL 28, 1983, HEARING

The State Defendants may call the following witnesses:

1. Dr. Thomas J. Lawson
   Superintendent
   Hazelwood R-I School District
   15955 New Hall Ferry Road
   Florissant, Missouri 63031

2. Marvin O. Hahn
   Fiscal Officer
   Hazelwood R-I School District
   15955 New Hall Ferry Road
   Florissant, Missouri 63031

3. Dr. Warren M. Brown
   Superintendent
   Ferguson-Florissant R-II School District
   655 January Avenue
   Ferguson, Missouri 63135

4. Dr. Robert Fritz
   Fiscal Officer
   Ferguson-Florissant R-II School District
   655 January Avenue
   Ferguson, Missouri 63135

5. Dr. Donn W. Gresso
   Superintendent
   Pattonville R-III School District
   115 Harding Avenue
   Maryland Heights, Missouri 63043

6. Mitchell Launius
Fiscal Officer
Pattonville R-III School District
115 Harding Avenue
Maryland Heights, Missouri 63043

7. Dr. William R. Foster
Superintendent
Rockwood R-VI School District
111 East North Street
Eureka, Missouri 63025

8. Dr. Daniel J. James
Fiscal Officer
Rockwood R-VI School District
111 East North Street
Eureka, Missouri 63025

9. Dr. Thomas Keating
Superintendent
Kirkwood R-VII School District
1110 S. Glenwood Lane
Kirkwood, Missouri 63122

10. S. Fred Hawkins
Fiscal Officer
Kirkwood R-VII School District
1110 S. Glenwood Lane
Kirkwood, Missouri 63122

11. Dr. Gary K. Wright
Superintendent
Lindbergh R-VIII School District
4900 S. Lindbergh Boulevard
St. Louis, Missouri 63126

12. Dr. Ronald W. Rebore
Fiscal Officer
Lindbergh R-VIII School District
4900 S. Lindbergh Blvd.
St. Louis, Missouri 63126

13. Dr. Thomas L. Blades
Superintendent
Mehlville R-IX School District
3120 Tenray Ferry Road
St. Louis, Missouri 63125

14. Dr. Darrell L. Holley
Fiscal Officer
Mehlville R-IX School District
3120 Tenray Ferry Road
St. Louis, Missouri 63125

15. Dr. E. R. Edmunds
Superintendent
Parkway C-2 School District
455 North Woodsmill
Chesterfield, Missouri 63017

16. W. C. Ahlers
Fiscal Officer
Parkway C-2 School District
455 North Woodsmill
Chesterfield, Missouri 63017

17. Donald K. Kuhn
Superintendent
Affton 101 School District
8701 MacKenzie Road
St. Louis, Missouri 63123

18. Anthony Liebig
Fiscal Officer
Affton 101 School District
8701 MacKenzie Road
St. Louis, Missouri 63123

19. George E. Baxter
Superintendent
Bayless School District
4530 Weber Road
St. Louis, Missouri 63123

20. Dr. Raymond Bentz
Superintendent
Brentwood School District
1775 Parkridge Avenue
Brentwood, Missouri 63144

21. Dr. Earl W. Hobbs
Superintendent
Clayton School District
7530 Maryland Avenue
Clayton, Missouri 63105

22. Donald E. Houston
Fiscal Officer
Clayton School District
7530 Maryland Avenue
Clayton, Missouri 63105

23. Roger Brodbeck
Superintendent
Hancock Place School District
275 West River Avenue
St. Louis, Missouri 63125

24. Elmer Belsha
Superintendent
Jennings School District
8866 Cousin's Avenue
Jennings, Missouri 63136

25. Dr. Charles D. McKenna
Superintendent
Ladue School District
9703 Conway Road
St. Louis, Missouri 63124

26. Richard D. Brown
Fiscal Officer
Ladue School District
9703 Conway Road
St. Louis, Missouri 63124

27. Dr. Fred W. Lanigan
Superintendent
Maplewood-Richmond Heights School District
7539 Manchester
Maplewood, Missouri 63143

28. Dr. James Westbury
Superintendent
Normandy School District
7837 Natural Bridge Road
St. Louis, Missouri 63121

29. John E. Davis
Fiscal Officer
Normandy School District
7837 Natural Bridge Road
St. Louis, Missouri 63121

30. Dr. J. L. Moody
Superintendent
Ritenour School District
2420 Woodson Road
Overland, Missouri 63114

31. James A. Reynolds
Fiscal Officer
Ritenour School District
2420 Woodson Road
Overland, Missouri 63114

32. Dr. Edwin J. Benton
Superintendent
Riverview Gardens School District
1370 North Umberland Drive
St. Louis, Missouri 63137

33. Dr. Wayne DeBeer
Fiscal Officer
Riverview Gardens School District
1370 North Umberland Drive
St. Louis, Missouri 63137

34. Dr. Rosie Doughty
Superintendent
University City School District
8346 Delcrest Drive
University City, Missouri 63124

35. John H. Harris
Fiscal Officer
University City School District
8346 Delcrest Drive
University City, Missouri 63124

36. Dr. John J. Cleary
Superintendent
Valley Park School District
356 Merrimac Station Road
Valley Park, Missouri 63088

37. Dr. Jon A. Lokensgard
Superintendent
Webster Groves School District
16 Selma Avenue
Webster Groves, Missouri 63119

38. Dr. Robert Falast
Fiscal Officer
Webster Groves School District
16 Selma Avenue
Webster Groves, Missouri 63119

39. Dr. Queen D. Fowler
Superintendent
Wellston School District
6574 St. Louis Avenue
St. Louis, Missouri 63121

40. Sheri D. Taylor
Fiscal Officer
Wellston School District
6574 St. Louis Avenue
St. Louis, Missouri 63121

41. Dr. Jerome B. Jones
Superintendent of Schools
St. Louis Public Schools
911 Locust Street
St. Louis, Missouri 63101

42. The following members of the St. Louis City Board of Education, St. Louis Public Schools, 911 Locust Street, St. Louis, Missouri, 63101:

A. Penelope Alcott, President
B. Nathaniel Johnson
C. Dr. Joyce Thomas
D. Raymond F. Decker
E. Mrs. Betty Klinefelter
F. Dr. Laurence Nicholson
G. John Poelker
H. Daniel Schesch
I. Mrs. Marjorie Smith
J. Mrs. Dorothy Springer
K. Mrs. Marjorie Weir
L. Donald Williams
M. Michael Sheehan
N. Richard Gaines
O. John P. Mahoney
P. Roy Gillyon

43. The following St. Louis Public School employees identified as "Responsible Administrators" in the proposed quality education plan:

A. Benjamin Price, Director, Instruction PPD Division
B. Robert Deblauw, Executive Director, Data Management Services
C. Lynn L. Beckwith, Jr., Director of Federal Programs
D. Ronald Stodghill, Deputy Superintendent for Instruction
E. William Pearson, Assistant Superintendent, Governmental Affairs
F. Jerome Jones, Superintendent
G. Samuel Lee, Assistant to the Superintendent
H. Samuel Miller, Director, Special Services Division
I. Walter A. Kopp, Director, Special Education Division
J. William F. Layne, Director, Vocational and Technical Education Division
K. Barbara Holt, Assistant to Deputy Superintendent of Instruction
L. Henry L. Schafermeyer, Unit Director, Student LD and ENV PR
M. Nabila B. Salib, Division Assistant, English as Second Language
N. Michael Werner, Associate Superintendent, Administrative Supplies Service
O. Sam Lawson, Treasurer
P. John W. Parmeter, Executive Director, Materials Management
Q. Robert Heet, Director of Budget
R. Glenn Campbell, Executive Director, Desegregation Monitoring Office
S. Ricki Craft, Assistant Superintendent
T. J. Wayne Walker, Administrative Assistant
U. Mary Beth Purdy, Director, Recruit Center Division
V. Anne E. Price, Area Superintendent, Area IV

44. The following employees of St. Louis Public Schools; however, the State Defendants are uncertain of their positions:

A. D. McDermott
B. M. Polcyn
C. J. Lydon
D. T. Stead
E. F. Meyer
F. J. Snulligan
G. R. Werner
H. B. Schlegel
I. R. Weinrich
J. W. Katz
K. P. Reid
L. Dolores H. Longley
M. Marie L. Larkin
N. J. Hubbard
O. E. Fay

45. Alden Shields
Administrative Assistant for Governmental Affairs
Office of the Governor
Jefferson City, Missouri 65101

46. The following employees of the Department of Elementary and Secondary Education, State of Missouri, Jefferson State Office Building, Jefferson City, Missouri, 65101:

A. Robert Bartman
B. William Wasson
C. John Moore
D. James Bliss
E. Linda Wyatt
F. Albert Walker
G. Woody Fitzmaurice
H. John Hammon
I. Otis Baker
J. P. J. Newell
K. John Alberty
L. Richard Phillips
M. Leonard Hall

47. Dr. Benny Gooden
Superintendent
Boonville R-1 School District
700 M. Street
Boonville, Missouri 65233

48. Dr. John Bearden
Superintendent
Camdenton R-3 School District
Camdenton, Missouri 65020

49. Dr. Arthur Turner
Superintendent
Cape Girardeau School District
61 North Clark Street
Cape Girardeau, Missouri 63781

50. Dr. John Ross
Superintendent
Lewis County C-1 School District
P. O. Box 366
Ewing, Missouri 63440

Because the State Defendants cannot determine with certainty or in detail all of the evidence which it may need to offer at this hearing in response to the evidence of other parties, the State Defendants reserve the right to call additional witnesses not listed herein as part of rebuttal.

Respectfully submitted,

JOHN ASHCROFT
Attorney General

Brooks Pitchie

BROOKS PITCHIE
Assistant Attorney General

Joseph A Colagiovanni Jr

JOSEPH COLAGIOVANNI
Assistant Attorney General

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314/751-3321

Larry R. Marshall by BP

LARRY R. MARSHALL
Special Assistant Attorney General

920A East Broadway
Columbia, Missouri 65201
314/ 443-2006

ATTORNEYS FOR STATE DEFENDANTS

CERTIFICATE OF SERVICE

On this 25th day of April, 1983, I certify that I will mail a copy of the foregoing document to all parties of record by placing a true copy of same in the U.S. Mail, postage prepaid and addressed to all counsel of record as soon as the document number is received from the United States District Clerk.

Brooks Pitchie

Brooks Pitchie

H (2334) R

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

Defendants.

No. 72-100-C(4)

STATE DEFENDANTS' LIST OF EXHIBITS FOR THE APRIL 28, 1983, HEARING

The State Defendants will produce the following exhibits:

Exhibit No.	
A	Examples of Fiscal Reimbursements for transfer students under the Proposed Settlement Agreement.
B	Examples of projected revenue to be retained by City Board as students transfer from City Board district.
C	Projected additional state aid to be received as a result of the Proposition C change allowing a three-year average for pupil count.
D	Alternative schemes for reimbursement of expenses for transfer student.
E	School District profiles for city and county school districts.
F	Maps showing examples of student assignment patterns and transportation routes of 12(a) voluntary plan.
G	List of highest-ranking school districts based on expenditures by ADA.
H	Student enrollment at City Board schools.
I	Comparison of City Board's administrative costs with other large Missouri school districts.

Exhibit No.

J State Defendant's alternative to Quality Education proposal.

K Enrollment of magnet schools and programs.

L Document entitled 1981-82 Desegregation Evaluation, A Comparison of the Achievement of Black and White Students in Various School Settings.

In addition to the above, certain documents have been subpoenaed for the hearing. These documents may be submitted as exhibits. Finally, State Defendants may wish to offer certain exhibits in rebuttal. Such documents, by their very nature, cannot be anticipated or identified in advance of rebuttal.

Respectfully submitted,

JOHN ASHCROFT
Attorney General

BROOKS PITCHIE
Assistant Attorney General

JOSEPH COLAGIOVANNI
Assistant Attorney General

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Larry R. Marshall by BP

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Special Assistant Attorney General

920A East Broadway
Columbia, Missouri 65201
314/ 443-2006

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Brooks Pitchie