

AGREEMENT

THIS AGREEMENT is made this 28th day of August, 2013, by and between the Liddell Plaintiffs, the Caldwell/NAACP Plaintiffs (collectively "the Plaintiffs"), the State of Missouri, the United States of America, and the Special Administrative Board of the Transitional School District, as successor in interest to the Board of Education of the City of St. Louis (the "District"). The Plaintiffs, the District, and the other entities listed in this paragraph shall be referred to collectively in this Agreement as "the Parties."

1. **RECITAL OF PURPOSE:** Beginning in 1999 and continuing to the present, the Parties have relied on the St. Louis Community Monitoring and Support Task Force to monitor the District's compliance with Settlement Agreements reached between the Parties in 1999, 2003, 2005, and 2011. Current funding for the Task Force will end as of July 31, 2013, although the District's compliance obligations will continue past that date. As a result, the Parties agree to allow the use of certain remedial funds set aside in the Section 10 account (the "Fund") to provide continued funding for the Task Force.

2. **TRANSFER OF FUNDS:** The District will transfer to the Cooperating School District ("CSD"), which has agreed to act as fiscal agent for the Task Force, the total of \$62,500. This amount will be transferred by August 1 2013. This amount is intended to fund the work of the Task Force for a period of twelve months beginning on August 1, 2013. The CSD Fiscal Agent Agreement is attached hereto as Exhibit A.

3. **MONITORING AND ACCOUNTABILITY:** The District's obligations to provide information to the Parties as set out in the 1999, 2003, 2005, and 2011 Agreements shall continue. As set out in the 2011 Agreement, those obligations include the following:

The District shall provide to the Plaintiffs, the State, and the United States the following information:

- a. In September of each year:
 - i. An annual budget summary for the then-current fiscal year, including the budgets for the programs identified in paragraphs 3-10 of the 2011 Agreement;
 - ii. An annual detailed accounting of revenues and expenditures in the Fund and the revenues and expenditures for each of the programs identified in paragraphs 3-10 of the 2011 Agreement; and
 - iii. The most recently completed annual external financial audit required by state law.

- b. On a quarterly basis, reports detailing revenues and expenditures from the Fund, which include a statement as to whether each expenditure was expended pursuant to the terms of the 2011 Agreement, this Agreement, or for some other purpose.

The District shall provide upon request to the Plaintiffs, the State, the United States and/or the Task Force any other data necessary for monitoring compliance with the 2011 Agreement and with this Agreement within 30 days of a request.

4. The St. Louis Community Monitoring and Support Task Force (“Task Force”) shall continue to monitor the terms of the 1999, 2003, 2005, and 2011 Settlement Agreements in this matter, in addition to monitoring the terms of this Agreement.

5. The Parties have agreed to allow the transfer of money from the Fund only as set out in paragraph 2 and only for the purpose specified in paragraph 2. Neither the District nor the Task Force is authorized to spend the designated Fund monies on any other program or use.

6. This Agreement is not intended nor shall it be construed in any way to replace or supersede the 1999 Settlement Agreement. Nor shall this Agreement replace or supersede, except where explicit, the 2003, 2005, or the 2011 Settlement Agreements.

7. This Agreement is contingent upon approval of its terms by the United States District Court for the Eastern District of Missouri.

EXHIBIT A

July 10, 2013

Mr. Don Senti
Executive Director
Cooperating School Districts
1460 Craig Road
St. Louis, MO 63146

Dear Mr. Senti:

This letter will set out the agreement between the Cooperating School District ("CSD") and the St. Louis Community Monitoring and Support Task Force ("Task Force") for the CSD to act as fiscal agent for the Task Force beginning on July 1, 2013, and continuing for a period of twelve months.

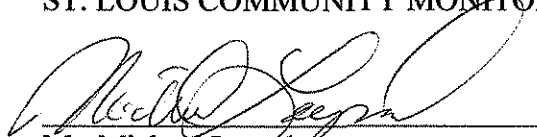
1. On or about July 1, 2013, the Special Administrative Board of the Transitional School District ("SAB"), successor in interest to the Board of Education of the City of Saint Louis, will transfer to the CSD the sum of \$62,500 (Sixty Two Thousand Five Hundred Dollars). This transfer of funds is the result of a separate agreement between the Liddell Plaintiffs, the Caldwell/NAACP Plaintiffs, the State of Missouri, the United States of America, and the SAB arising out of the 1999 Settlement Agreement resolving claims made in *Liddell v. Board of Education*, No.4:72CV00100. The CSD agrees to act as a fiscal agent with regard to these funds, holding them funds in a separate account specifically and only for use of the Task Force.
2. Beginning on August 1, 2013, and continuing for a period of twelve months, the Task Force will submit to the CSD invoices on a regular basis for the approved services of its independent consultant. The CSD agrees to issue payment from the separate fund identified in paragraph one directly to the independent consultant for the amount shown on the invoices.
3. Beginning on August 1, 2013, and continuing for a period of twelve months, the Task Force will submit to the CSD invoices on a regular basis for other expenses incurred and approved by the Task Force, including but not limited to printing costs, travel expenses or copying expenses. The CSD agrees to issue payment from the separate fund identified in paragraph one as directed by the Task Force for the amount shown on the invoices.
4. By or before January 31 of 2014, the CSD will issue appropriate 1099 forms to the independent consultant for the amounts paid to her as set out in paragraph two above.
5. The CSD agrees to perform the services set out above for ~~no fee.~~ a fee of \$1,000.



Mr. Don Senti
July 10, 2013
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This letter sets out the entire agreement between the CSD and the Task Force. The parties agree to consult with each other should any questions arise as to the administration of the fund in the future.

ST. LOUIS COMMUNITY MONITORING AND SUPPORT TASK FORCE



Mr. Michael Loynd
13321 North Outer Forty Road
St. Louis, MO 63017
314-786-1200
mrloynd@gmail.com



Don Senti
Executive Director
Cooperating School Districts
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314.692.1299
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Jennifer Little

From: Michael Loynd <mrloynd@gmail.com>
Sent: Thursday, August 22, 2013 2:59 PM
To: Jennifer Little
Subject: Re: Support Task Force Agreement with CSD

Handwritten is fine. We have already requested the check. You should have it next week. Thanks!

On Aug 22, 2013, at 2:41 PM, Jennifer Little wrote:

Mr. Loynd,

We received the letter of agreement for Don to sign which lays out what is expected of CSD by the Task Force.

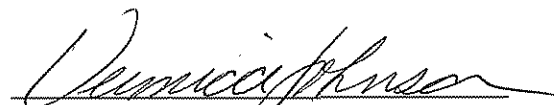
In a conference call with Don Senti and Scott Tate, it was discussed that a fee of \$1,000 would be paid to CSD for this service and that this agreement would reflect that. Is there another agreement on the way or would you be ok with a handwritten change and initial on this agreement that we currently have?

Please advise.

Respectfully,
Jennifer

Jennifer Little | Executive Assistant to Dr. Don Senti, Mrs. Elise Reineck and Dr. Matt Goodman
Cooperating School Districts
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Howard & Johnson, LLC
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Saint Louis, Missouri 63101

Mr. Michael Middleton
Deputy Chancellor and Professor of Law
University of Missouri School of Law
101 Jesse Hall
Columbia, MO 65211

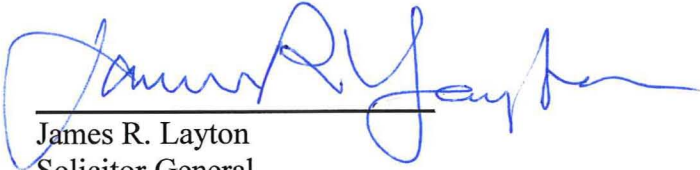
LIDDELL PLAINTIFFS



William A. Douthit
P.O. Box 6961
Chesterfield, MO 63006

STATE OF MISSOURI

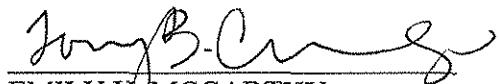
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Liddell Agreement
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DISTRICT

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