

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

JANE DOE AND LESA ALCORN,)	
)	
Plaintiffs,)	
)	Case No.: 4:06-cv-00392-CDP
vs.)	
)	
SOUTH IRON R-1 SCHOOL DISTRICT, <i>et al.</i> ,)	
)	
)	
Defendants.)	

PLAINTIFFS' SUGGESTIONS IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION

INTRODUCTION

As the United States Supreme Court has made clear, a government may not engage in acts that constitute an establishment of religion. The Defendants have violated this prohibition by allowing third parties to distribute bibles to the school children in class, during the school day. In September, 2005, the South Iron R-1 School District Board of Education, and the defendant Board members, passed a resolution allowing Gideons International, a missionary organization, to distribute bibles to fifth-grade schoolchildren. Prior to passing the formal motion, Defendants permitted representatives of the Gideons, other third parties, or both to distribute bibles to fifth-grade schoolchildren in class, during the school day. By these actions, Defendants have engaged, and will continue to engage, in acts that constitute an establishment of religion in violation of the First and Fourteenth Amendments to the Constitution of the United States, as well as Article 1, § 7 and Article 9, § 8 of the Missouri Constitution.

Plaintiffs seek a preliminary injunction prohibiting Defendants from continuing the practice of

allowing the distribution of bibles to schoolchildren during the school day. Given that Defendants cannot be harmed by the issuance of an injunction, only a token bond should be required.

STATEMENT OF FACTS

Prior to February 2005, representatives of Gideons International, a self-described “missionary arm of the [Christian] church” regularly distributed bibles to fifth graders at South Iron Elementary School during class time. Compl. at ¶ 12. South Iron Elementary School is the School District’s only school providing pre-kindergarten through six grade education. *Id.* at ¶ 13. Attendance at the South Iron Elementary School during regular school hours is compulsory for elementary-aged children residing within the District’s boundaries who are not enrolled in a private school or home schooled. *Id.* at ¶ 23. Plaintiff Alcorn’s children received bibles distributed by Gideons International in their classroom when the children were in the fifth grade *Id.* at ¶ 14. Plaintiff Doe is a resident of Iron County, Missouri. She is the parent of two children who attend South Iron Elementary School but who have not yet reached the fifth grade. *Id.* at ¶6.

In or about January 2005, Defendant Lewis decided to discontinue the practice of allowing the Gideons to access to the fifth grade classrooms for the purpose of distributing Bibles to the schoolchildren. *Id.* at ¶ 15. At the February 7, 2005 meeting of Defendant School Board, the School Board, by a 4-3 vote, overruled Defendant Lewis’s decision to discontinue the practice of allowing the Gideons access to the fifth graders. *Id.* at ¶ 16, Ex. 1 at 2. At the September 6, 2005 meeting of Defendant School Board, the School Board, by a 4-3 vote, passed a motion “to allow the Gideon’s [*sic*] to come in and distribute Bibles to the 5th graders.” *Id.* at ¶ 17, Ex. 2 at 2. Defendants Brewer, Mike Ruble, Mayberry, and Daggett voted in favor of the motion. *Id.* at ¶ 18, Ex. 2 at 2. On September 29, 2005, Defendant Lewis resigned his position as superintendent, apparently in response to the Board’s actions regarding the bible distribution. *Id.* at ¶ 19, Ex. 3. At the October 3, 2005 meeting of Defendant School Board, the School Board reviewed a letter from the school attorney urging the School Board to

rescind its September 6, 2005 motion allowing the Gideons to come into the class room and distribute bibles to fifth graders. The School Board declined to discuss the matter and took no action. *Id.* at ¶ 20, Ex. 4 at 1. On October 4, 2005, John Kelly of Ellington, Missouri, and Tim Sappington of Pilot Knob, Missouri, on behalf of the Gideons, with the permission of the Defendant Board, and accompanied by Defendant Bieser, went to the fifth grade classrooms at South Iron Elementary School, made a presentation, and distributed bibles to the students during the school day. *Id.* at ¶¶ 21-22, Ex. 5 at 3, Ex. 6.

The School Board's authorization granting the Gideons access to the fifth grade classrooms for the purpose of distributing bibles remains unchanged. *Id.* at ¶ 24. Despite efforts by counsel for the American Civil Liberties Union of Eastern Missouri, counsel for the School Board, Defendant Lewis, and others, Defendants (other than those named only in their official capacities) have refused to remedy the behavior outlined above. *Id.* at ¶ 25; Ex. 1 at 1; Ex. 2 at 2.

ARGUMENT

Plaintiffs seek injunctive relief under Fed.R.Civ.P. 65. Plaintiffs meet all of the elements for injunctive relief.

A. Plaintiff Meets the Standard for Granting Preliminary Relief

The standard for evaluating a request for preliminary injunctive relief under Rule 65 is well established in this Circuit. To determine whether a plaintiff has met this Circuit's standard for the issuance of preliminary injunctive relief, the court should consider four factors:

1. The threat of irreparable harm to the movant;
2. The state of balance between this harm and the injury that granting the injunction will inflict on other parties litigant;
3. The probability that movant will succeed on the merits; and
4. The public interest.

Dataphase Systems, Inc. v. C L Systems, Inc., 640 F.2d 109, 114 (8th Cir. 1981)(en banc); *Heartland Academy Community Church v. Waddle*, 335 F.3d 684, 689-90 (8th Cir. 2003); *Easy Returns Worldwide, Inc. v. U.S.*, 266

F. Supp.2d 1014, 1017 (E.D. Mo. 2003). A court should balance these considerations when deciding whether to issue an injunction. *Mid-America Real Estate Co. v. Iowa Realty Co., Inc.*, 406 F.3d 969, 972 (8th Cir. 2005); *Easy Returns* 266 F. Supp.2d at 1018. In balancing the equities, no single factor is determinative, *Dataphase*, 640 F.2d at 113, although there must be a finding of irreparable harm. *Id.* at 114 n. 9; *United Healthcare Ins. Co. v. AdvancePCS*, 316 F.3d 737, 740 (8th Cir. 2002). At base, the question is whether the balance of equities so favors the movant that justice requires the court to intervene before the merits are determined. *Dataphase*, 640 F.2d at 113. Thus, for example, where the movant has raised a substantial question and the equities are otherwise strongly in her favor, the showing of success on the merits can be less. *Id.*

In this case, the facts clearly show that Plaintiffs will be irreparably harmed by the Defendants; that Plaintiffs' likelihood of success is substantial; and that the balance of hardships as well as the public interest strongly favors the issuance of the injunction.

B. Plaintiffs will Suffer Irreparable Injury if the Policy is not Enjoined

The facts of this case demonstrate that Plaintiffs will suffer immediate and irreparable harm if Defendants are permitted to continue to distribute bibles to schoolchildren in class, during the school day, or to allow third-parties to engage in such conduct. Plaintiff Doe is the parent of two schoolchildren in the district who will be entering the fifth-grade in the future. Plaintiff Doe is opposed to the distribution of bibles in the classroom. She rightly feels that the religious upbringing of her children is a matter for her determination as their parent and is not a matter for the Defendants, who are government officials, or for third-parties acting on Defendants' behalf or with their permission and authority. If the Defendants' conduct is allowed to continue, Plaintiff Doe's children will be subject to the bible distribution against her wishes.

C. The State of Balance Between the Plaintiffs' Harm and the Injury that Granting the Injunction Will Inflict on Defendants Strongly Favors Plaintiff

Even assuming Defendants will suffer some harm, it is *de minimis* to the injury Plaintiff Doe will suffer if the Defendants are allowed to continue the in-class distribution of bibles. Defendants' conduct in permitting the Gideons to distribute bibles in the classroom during the school day constitutes an establishment of religion. Moreover, Defendants' conduct threatens Plaintiffs' parental rights to determine the religious upbringing of their children.

A balancing shows that the Plaintiffs have raised a substantial question and that the equities are strongly in their favor.

D. Plaintiffs are Likely to Succeed on the Merits by Showing that Defendants' Actions Violate the Establishment Clause of the First Amendment to the Constitution of the United States, and the Constitution of the State of Missouri

The first clause in the First Amendment to the Federal Constitution provides that "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof." The Fourteenth Amendment imposes those substantive limitations on the legislative power of the states and their political subdivisions. *See Cantwell v. Connecticut*, 310 U.S. 296, 303 (1940); *Wallace v. Jaffree*, 472 U.S. 38, 49-50 (1985) (*citing Cantwell with approval*). The Establishment Clause of the First Amendment prohibits the government from encouraging or promoting ("establishing") religion in any way. This is precisely why our country does not have an official religion. The Free Exercise Clause of the First Amendment gives everyone the right to worship or not as they choose. Thus, the Free Exercise Clause of the First Amendment guarantees the right to practice one's religion free of government interference. The Establishment Clause requires the separation of church and state. Combined, they ensure religious liberty.

The Supreme Court decision in *Lemon v. Kurtzman*, 403 U.S. 602 (1971), created a three-part test for determining whether a particular government act or policy unconstitutionally promotes religion.

Under the *Lemon* test, for a statute or governmental act that involves religion to pass constitutional muster, it must (i) have a secular legislative purpose, (ii) have a principal or primary effect that neither advances nor inhibits religion, and (iii) not foster an excessive government entanglement with religion. *Id.*, 403 U.S. at 612-13, 91 S.Ct. at 2111.¹ The Supreme Court has continued to apply the *Lemon* test in striking down governmental policies which unconstitutionally promote religion, particularly in public schools. See *Lee v. Weisman*, 112 U.S. 2649 (prohibiting public school policy of inviting clergy to deliver nonsectarian prayers at graduation ceremonies); *Santa Fe Independent School Dist. v. Doe*, 530 U.S. 290 (2000) (holding that policy permitting student-led, student-initiated prayer at football games violates the Establishment Clause). However, “the First Amendment requires that a statute *must* be invalidated if it is entirely motivated by a purpose to advance religion.” *Wallace*, 472 U.S. at 56 (emphasis added).

Applying the *Lemon* test, courts have made it unequivocally clear that school officials may not permit outsiders to distribute bibles on school premises. See *Berger v. Rensselaer Central School Corp.*, 982 F.2d 1160 (7th Cir.), *cert. denied*, 113 S. Ct. 2344 (1993); *Meltzer v. Bd. Of Public Instruction for Orange Co. Fla.*, 548 F.2d 559, 576 (5th Cir. 1977), rehearing 577 F.2d 311 (5th Cir. 1978), *cert. denied*, 439 U.S. 1089. In *Berger*, the Seventh Circuit noted that a court must “view with suspicion governmental forays into religious activity, particularly in the context of the public schools.” 982 F.2d at 1162. The *Berger* court addressed a situation similar to, though less constitutionally offensive, than the situation in the instant case. In *Berger*, the court considered a school district’s written policy that granted deference to the superintendent and principal to allow individuals, groups, or organizations permission to distribute literature. The policy did not mention religion, and the policy was challenged as unconstitutional as-applied rather than facially. “Fifth graders were compelled to sit through the Gideons’ presentation” and

¹ As discussed *infra*, “the provisions of the Missouri Constitution declaring that there shall be a separation of church and state are not only more explicit but more restrictive” than the First Amendment. *Paster v. Tussey*, 512 S.W.2d 97, 101-02 (Mo. banc 1974).” Moreover, Missouri’s Constitution explicitly bars expenditures of funds in support of religion. Mo. Const. Art. I, § 7 and Art. IX, § 8.

were given a choice to accept or reject the distributed bibles in front of the other students. *Id.* at 1170. The Gideons were the sole religious group to address the children and distribute bibles. *Id.* at 1171. The Seventh Circuit held the practice an unconstitutional endorsement under both *Lemon* and *Lee*. *Id.* In *Meltzer*, the Fifth Circuit addressed a situation where the Gideons distributed thousands of bibles to public school children in class and at central distribution points in the schools with the permission of the school board and the administration. *Id.*, 548 F.2d at 575-76. The policy at issue in *Meltzer* did not provide for distribution of other versions of the bible nor did it make any provision for parents to have a say in whether or not the children would receive or not receive the bibles. *Id.* at 576. The Fifth Circuit held “that the distribution of Gideon Bibles to public school students violates the First Amendment.” *Id.* 576. Moreover, a long line of other cases – many dealing with Gideons International specifically – likewise establish that distribution of Bibles in schools is impermissible. See *Lubbock Civil Liberties Union v. Lubbock Ind. Sch. Dist.*, 669 F.2d 1038, 1040 (1982) (dictum) (declaring prior practice of escorting students by class to receive bibles from Gideons unconstitutional), *cert. denied*, 459 U.S. 1155; *Goodwin v. Cross County Sch. Dist.*, 394 F.Supp. 417 (E.D. Ark. 1973) (finding “the public school machinery is used to bring about the distribution of these Bibles to the children ... In the eyes of the pupils and their parents the board of education has placed its stamp of approval upon this distribution and, in fact, upon the Gideon Bible itself ...”, and holding practice to be prohibited by the First Amendment), quoting *Tudor v. Board of Education*, 100 A.2d 857, 868 (N.J.1953) (Vanderbilt, C.J.), *cert. denied* 348 U.S. 816 (1954) (same); *Brown v. Orange Co. Bd. Of Public Instruction*, 128 So.2d 181, 184 (Fla. Dist. Ct. App. 1960) (“The distribution of Gideon Bibles through the school system each year certainly approximates an annual promotion and endorsement of the religious sects or groups which follow its teachings and precepts ... If the Gideons, instead of distributing the King James Bible had distributed the Douay version exclusively, or the Koran, the Moslem Bible, or the Talmud, the body of Jewish civil and canonical law, through the school system of an area whose inhabitants were strongly Protestant, we surmise that the

Protestant groups would feel a sectarian resentment against the actions of the school authorities.”)

The Eighth Circuit has occasionally considered an “endorsement test” when interpreting *Lemon*. See *American Civil Liberties Union v. City of Florissant*, 186 F.3d 1095, 1097-98 (“In implementing [the *Lemon*] tests, the Supreme Court has “paid particularly close attention to whether the challenged governmental practice either has the purpose or effect of “endorsing” religion.” (quoting *Stark v. Independent Sch. Dist.*, No. 640, 123 F.3d 1068, 1077 (8th Cir. 1997) (quoting *County of Allegheny v. ACLU*, 492 U.S. 573, 592 (1989)). The government violates the prohibition of the Establishment Clause under the endorsement test if it endorses or disapproves of religion. “Endorsement sends a message to nonadherents that they are outsiders, not full members of the political community, and an accompanying message to adherents that they are insiders, favored members of the political community.” *Lynch v. Donnelly*, 465 U.S. 668, 687-88 (1984) (O'Connor, J., concurring). “The purpose prong of the *Lemon* test asks whether government's actual purpose is to endorse or disapprove of religion. The effect prong asks whether, irrespective of government's actual purpose, the practice under review in fact conveys a message of endorsement or disapproval. An affirmative answer to either question should render the challenged practice invalid.” *Id.*, 465 U.S. at 690 (O'Connor, J., concurring). For example, in cases involving state participation in a religious activity, one of the relevant questions is “whether an objective observer, acquainted with the text, legislative history, and implementation of the statute, would perceive it as a state endorsement of prayer in public schools.” *Wallace*, 472 U.S. at 73, 76 (O'Connor, J., concurring in judgment). See also *Meltzer*, 548 F.2d at 576 (“In short, the school board's use of the school system as a means of distribution [of Gideon Bibles] amounts to its placing, at least in the eyes of children and perhaps their parents, its stamp of approval upon the Gideon version of the Bible, thus creating an unconstitutional preference for one religion over another.”)

Whether viewed purely under the *Lemon* test, or when considering also an endorsement test, the School District's policy of promoting the Gideons' distribution of bibles to students in class

constitutes an impermissible establishment violation. The motion was passed with a sectarian purpose. An objective observer would undoubtedly perceive the District's policy as an endorsement of the Gideon's bibles. The text of the policy applies solely to the Gideons and endorses their distribution of their version of the bible. As succinctly described on the Gideons website:

“The Gideons International serves as an extended missionary arm of the church: Our sole purpose is to win men, women, boys and girls to a saving knowledge of the Lord Jesus Christ through association for service, personal testimony, and distributing the Bible in the human traffic lanes and streams of everyday life.”

Available at <http://www.gideons.org> (last visited June 1, 2006). The policy allowing the Gideons to distribute bibles in class is not part of the Board's creation of a broad public forum, but instead only applies to the Gideons' distribution of bibles. Compl. at ¶ 37; Ex. 1 at 1. Moreover, by its terms, it discriminates amongst religions by preferencing one religious viewpoint for specific benefit. *Id.* A review of the minutes of the Board meetings indicates the contentious nature of the policy's passage. *See* Ex. 1-6. [The majority of the Board, and the individually named Defendants, passed the policy over the objections of the administration, the advice of the District's counsel and its insurance company, and input from third parties, including counsel for Plaintiffs. Compl. at ¶ 17; Ex. 2. The Board discussed other methods of bible distribution to the students but rejected these. Ex. 2 at 2. These facts make clear that the policy was passed with a religious purpose.

Upon information and belief, on October 4, 2005, the two fifth-grade classes were combined into one room at approximately 2:30 PM, before the end of the school day. *See* Compl. at ¶ 21. Representatives of the Gideons were escorted into the class by Defendant Bieser, the South Iron Elementary School principal. *Id.* The Gideons gave a presentation to the students and then the bibles were distributed in class, during the school day. *Id.* Defendant Bieser remained in the classroom *during* the presentation by the Gideon representatives *and* the bible distribution. The controversy surrounding the Board's passage of the motion and the bible distribution apparently led Defendant Lewis to resign

his position as Superintendent of the South Iron School District. *Id.* at ¶ 19. An objective observer, acquainted with the text, legislative history, and implementation of the policy, would perceive it as a state endorsement of the bible distribution. The policy involves thus involves both actual and perceived endorsement of religion. *See Lee*, 505 U.S. at 590.

The practice that Plaintiffs ask this court to halt has a principal or primary effect that advances religion. The practice concerns the distribution of the bible, a religious book. The practice is not part of a secular program placing the bible in a historical context or a secular course in comparative religion, theology, literature, or the like. No alternative viewpoints from other religions or secular perspectives are presented. The practice under the Defendant Board's current policy consists of allowing the distribution of only the Gideons' version of the bible and delivery of a message from the Gideons, "an extended missionary arm of the church". Moreover, when the Board enquired about other methods of distribution, it learned that the Gideons would only distribute their bibles if one of their members was present. The circumstances of the distribution make clear that the motion and policy has an effect of advancing religion, generally, and the Gideons' message and version of the bible, in particular.

The Defendants' conduct also violates the Missouri Constitution. The Missouri Supreme Court "has held 'that the provisions of the Missouri Constitution declaring that there shall be a separation of church and state are not only more explicit but more restrictive' than the First Amendment." *Gibson v. Brewer*, 952 S.W.2d 239, 246 (quoting *Paster*, 512 S.W.2d at 101-02). The Missouri Supreme Court has followed this "restrictive" interpretation in a number education cases. In *Berghorn, et al., v. Reorganized School Dist. No. 8, Franklin County, et al.*, 364 Mo. 121, 138 (1953) (*per curiam*), the Missouri Supreme Court, cited the trial court's analysis with approval:

The trial court construed Article I, Sections 5-7, and Article IX, Section 8 of the Constitution of Missouri 1945 to mean "that the State of Missouri has a fixed and definite policy to maintain free public schools separate and apart from all religious, church or sectarian activities and influences to the end that absolute freedom of choice of religion and freedom of worship shall be unaffected by any religious

influences, activity, proselyting example and indoctrination through and intrusion into the free public school system of the State of Missouri. ... That it is the unqualified policy of the State of Missouri that no public funds or properties, either directly or indirectly, be used to support or sustain any school affected by religious influences or teachings or by any sectarian ... or religious beliefs or conducted in such a manner as to influence or predispose a school child towards the acceptance of any particular religion or religious beliefs;”

See also Harfst v. Hoegen, 349 Mo. 808, 163 S.W.2d 609 (banc 1942) at l.c. 615 (Missouri Constitution “forbids a school district to make payments from any public funds to sustain any private or public school controlled by any sectarian denomination.”); *Paster*, 512 S.W.2d at 104 (holding statute requiring public school boards to provide textbooks to parochial school teachers and students unconstitutional under Mo. Const. Art. I §§ 6 and 8); *McVey v. Hawkins*, 364 Mo. 44, 258 S.W.2d 927 (banc 1953) (holding transportation of parochial school pupils unconstitutional).

The School Board’s policy of authorizing the Gideons to distribute their version of the bible in class during the school day is even more clearly unlawful when analyzed under the Missouri Constitution’s “more restrictive” provisions. In an analysis of the bible distribution under the Missouri Constitution, the same facts discussed *supra* demonstrate that the policy has a principal or primary effect that advances religion. Moreover, the School Board has conveyed a financial benefit on the Gideons in violation of Article I, Section 7 and Article IX, Section 8, by authorizing Defendant Bieser to escort the Gideons representatives to class and to remain in the class during the bible distribution. Defendant Bieser would otherwise have been engaged in other duties at the that time. Instead, her time was used to be present during the Gideons’ presentation and their distribution of the their bibles. This had the effect of using her time to convey to the schoolchildren the School District’s endorsement of the Gideons, their message, and their version of the bible. Moreover, the classroom would have been in use for secular instruction during the same period. By diverting Ms. Bieser from her other duties and through the use of the classroom to the Gideon’s presentation and distribution of their version of the bible, the Defendants conveyed a financial benefit on the Gideons in violation of Article I, Section 7 and Article

IX, Section 8.

E. Relief is Not Inconsistent with the Public Interest

Ordering defendants to cease distributing bibles to students during class, or to cease allowing third parties to do the same, is not inconsistent with the public interest because the public has no interest in allowing a government to engage in unconstitutional conduct. *See Martin-Marietta Corp. v. Bendix Corp.*, 690 F.2d 558, 568 (6th Cir. 1982). “[T]he public interest ... requires obedience to the Constitution.” *Carey v. Klutznick*, 637 F.2d 834, 839 (2d Cir. 1980). Indeed, the public is “always well served by protecting the constitutional rights of all of its members.” *Reinert v. Haas*, 585 F. Supp 477, 481 (S.D. Iowa 1984). The Missouri constitutional provisions are mandatory and must be obeyed. *Harfst*, 349 Mo. at 817, 163 S.W.2d at 614.

In the instant case, there is no conceivable way the public’s interest will be adversely affected by ordering defendants to cease distributing bibles to students during class and to cease allowing third parties to do the same. Injunctive relief of this nature would prevent a governmental entity from violating the Missouri and Federal constitutions. The relief requested would protect the Plaintiffs’ parental rights to direct the religious upbringing of their children without unconstitutional interference by a governmental entity. Thus, there is no harm done to the public interest.

CONCLUSION

Since Plaintiffs will suffer irreparable injury if Defendants continue to allow third parties to distribute bibles to students during class; since Plaintiffs will succeed on their Section 1983 claims because Defendants’ actions violate the First and Fourteenth Amendments and the Missouri Constitution by impermissibly constituting an establishment of religion; since the public interest will not be violated; and since Defendants will not be harmed by ceasing the distribution of bibles, Plaintiffs more than adequately demonstrate that they meet the standards for a injunctive relief. The preliminary relief Plaintiffs request is narrowly drawn, extends no further than necessary, and is the least intrusive

means necessary to correct ongoing harms.

Accordingly, Plaintiffs are entitled to a preliminary injunction ordering the cessation of the distribution of bibles in class during school hours.

Respectfully submitted,

American Civil Liberties Union of Eastern Missouri

/s/ Leonard J. Frankel

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was filed electronically with the Clerk of the Court and mailed, postage prepaid, to Mr. David Brewer, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Mr. Mike Ruble, Defendant, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Mr. Mike Mayberry, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Mr. Paul Daggett, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Mr. Jeff Casteel, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Mr. Jim Scaggs, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Mr. Jeff Ruble, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Mr. M. Homer Lewis, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620; Ms. Shirley Bieser, Defendant, South Iron R-1 School District, 210 School Street, Annapolis, Missouri 63620 this 28th day of June, 2006.

s/Leonard J. Frankel, #3144