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RECEIVED KING COUNTY, WASHINGTON FEB 15 1991 DEPARTMENT OF JUDICIAL ADMINISTRATION

SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING

T.I., et al., Plaintiffs, v. HAROLD DELIA, et al., Defendants. NO. 90-2-16125-1 STIPULATION AND ORDER OF PARTIAL SETTLEMENT

This Stipulation and Order of Partial Settlement, made and entered into this 26th day of November, 1990, among T.I., a minor, by and through his mother and next friend, D.L., W.F., a minor, by and through his mother and next friend, O.T., D.I., a minor, by and through his mother and next friend, C.I., on behalf of themselves and all others similarly situated as current or potential detainees of the King County Detention Facility (collectively referred to as "plaintiffs" hereafter) and Harold Delia, Director of the Department of Youth Services, in his personal and official capacity, Tim Hill, King County Executive, in his personal and official capacity, and King County (collectively referred to as "King County Defendants" hereafter) and Love Denton, in his official capacity, Donald Felder, in his official capacity, and the Seattle School District No. 1, (collectively referred to as "School Defendants" hereafter).

Handwritten initials and date: DCM 12/4/90

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WITNESSETH:

WHEREAS plaintiffs commenced this action against the King County and School Defendants alleging, among other things, violation of state and federal law associated with the conditions in the King County Juvenile Detention Facility, all as set forth in the First Amended Complaint for Injunctive Relief, Declaratory Relief and Damages herein; and

WHEREAS plaintiffs have brought a Motion for Preliminary Injunction Re: Dorm School and Mid School, all as set forth in the Motion for Preliminary Injunction Re Dorm School and Mid School and Memorandum in Support of Plaintiffs' Motion for Preliminary Injunction Re: Dorm School and Mid School filed on October 17, 1990; and

WHEREAS the King County and School Defendants, although denying any liability or any violation whatever on their part, and specifically denying that any provision of this agreement, although enforceable in the manner set forth below, is required by any law or principle of law, recognize that substantial expense will be incurred in defense of plaintiffs' claims with respect to the pending preliminary injunction motion and therefore are desirous of having the claims relating to that motion resolved for the consideration set forth below; and

WHEREAS plaintiffs, for good and valuable consideration, desire and by this instrument agree to stipulate to an order resolving their pending preliminary injunction motion and their claims that youth may not be removed from a regular school program (a) due to the lack of space or teachers, (b) for non-school

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1 related conduct; and (c) without adequate procedural safeguards,  
2 and only those claims, as discussed below; and

3 WHEREAS the parties hereto agree this Stipulation and Order  
4 shall become effective only upon entry by the Court, and that  
5 entry shall occur only if the plaintiff class is certified and  
6 notified of the terms of this Stipulation and Order according to  
7 procedures established by the Court; NOW THEREFORE

8 1. Lack of Space/Regular School Program. Defendants agree  
9 that no youth in the detention facility shall be excluded from  
10 regular school programs because of lack of space or teachers.

11 2. Classroom Space. To fulfill the requirements of  
12 paragraph 1, the King County Defendants agree to make available  
13 immediately two additional rooms, each capable of accommodating  
14 seventeen youth, a teacher, and teaching equipment. The addition  
15 of these two rooms will increase the physical plant for the  
16 regular school program to six rooms, each capable of accommodating  
17 seventeen youth, a teacher, and teaching equipment. The addition  
18 of these classrooms will increase regular school program capacity  
19 to 102 students, not including youths in the detention facility  
20 but not enrolled in regular school due to facility orientation  
21 (for no more than 48 hours), school orientation (for no more than  
22 one day), or because the student is in "Dorm School". The King  
23 County Defendants agree to make available at least this amount of  
24 space for regular school programs. If regular school enrollment  
25 exceeds 102 persons, the King County Defendants will, if  
26 necessary, provide additional temporary space for regular school  
27 programs to meet the requirements of paragraph 1. The King County

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1 Defendants also agree that by adding two rooms to regular school  
2 programs, they will not reduce the current level of programming  
3 and recreational activities for youth in the detention facility;  
4 rooms or spaces used for other programs and recreational  
5 activities may be used for school purposes on off hours or on a  
6 temporary basis. After the 1990-91 school year, the King County  
7 Defendants will continue to be obligated to meet their obligations  
8 under this Stipulated Order to ensure that youth are not excluded  
9 from regular school programs because of lack of space but may  
10 utilize different space for meeting their obligations.

11 3. Elimination of Mid School and Expansion of Teaching  
12 Staff. To fulfill the requirements of paragraph 1, the School  
13 Defendants agree to terminate within ten days of the effective  
14 date of this Order the "Mid School" program. The School  
15 Defendants also agree to increase the school staff for the  
16 detention facility to six teachers, a part-time special education  
17 teacher, a program manager, a site coordinator, and clerical  
18 staff. The School Defendants will commence hiring of the  
19 additional permanent staff immediately and shall fill these staff  
20 positions with qualified candidates as soon as reasonably  
21 possible. The Defendant Seattle School District will assure that  
22 the detention school has access to substitutes or other temporary  
23 staff comparable to that of other schools in the Seattle School  
24 District. When the population in regular school programs exceeds  
25 102 students, the School Defendants will increase the class size  
26 in rooms where that is possible. If the King County Defendants  
27 provide additional temporary space when regular school enrollment

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1 exceeds 102 students, the School Defendants will provide temporary  
2 staffing for the additional space. The School Defendants shall  
3 not be in violation of their obligations not to keep youth out of  
4 a regular school program because of lack of space or teachers if  
5 they employ their best efforts to comply with the provisions of  
6 this Stipulation and as long as the noncomplying condition does  
7 not last more than three school days. The School Defendants will  
8 not offer a 1991 summer school program unless supplemental or  
9 increased funding is obtained from some source other than the  
10 Seattle School District by that time. After the 1990-91 school  
11 year, the School Defendants may employ staffing and means  
12 different than those set forth in this paragraph 3 to meet their  
13 obligations in paragraph 1.

14 4. Dorm School and Conditions for Placement. A youth shall  
15 be considered in Dorm School if the youth is excluded from a  
16 regular school program. As long as the Defendants provide Dorm  
17 School, the provisions of this paragraph 4 and paragraph 5 below  
18 shall apply. Defendants and plaintiffs agree to designate an  
19 independent expert, and if agreement is not reached within 10 days  
20 of execution of this stipulation the Court shall appoint an  
21 independent expert. The expert shall consult with all parties  
22 and, within 30 days of his appointment or the Court's preliminary  
23 approval of this Stipulation (subject to notification of the  
24 class), which ever is longer, establish the minimum criteria for  
25 instruction (limited to minimum instruction time and time  
26 allocated to perform school assignments in the dormitory day room  
27 or other location) in the Dorm School, by which the defendants

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1 will thereafter be bound. Any party may ask the court to review  
2 the expert's recommendation and to modify it if it is unreasonable  
3 or contrary to law. The School and King County Defendants agree  
4 that youth shall not be automatically assigned to Dorm School for  
5 fighting, threatening, unsuccessful behavior contracts, for  
6 receiving dorm confinement two or more times in one week or a  
7 total of 16 hours in one week, or for any other reason. Other  
8 than as required by court order or upon the written and signed  
9 request of a youth, youth may be placed in Dorm School solely  
10 because the student's presence in a regular school program poses  
11 an immediate and continuing danger to the student, other students,  
12 or school personnel or an immediate continuing threat of escape or  
13 substantial disruption of the class, subject, activity, or  
14 educational process. Youth shall be removed from Dorm School and  
15 placed in a regular school program as soon as the conditions  
16 justifying placement in Dorm School are no longer present.  
17 Placement in Dorm School shall not be recorded in the youth's  
18 school record as a suspension or expulsion of any kind, and  
19 students in Dorm School shall have opportunities to earn school  
20 credit equivalent to students in a regular detention school  
21 program. In addition, the School District will maintain the right  
22 ~~in Dorm School~~ to invoke the same disciplinary standards,  
23 sanctions and procedures as are employed generally within the  
24 Seattle School District.

25 5. Dorm School Procedures. Other than placement in Dorm  
26 School upon the written and signed request of a youth, the  
27 exclusive procedures for placement of a youth in the Dorm School

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1 shall be as follows: (a) The decision to place a youth in Dorm  
2 School shall be made by the program manager or his designee and  
3 the detention unit supervisor or his designee. (b) As soon as  
4 reasonably possible following the decision to place a youth in  
5 Dorm School (but in any event before the commencement of the next  
6 school day), the youth shall be given a concise written notice  
7 indicating the reason for and length of the Dorm School placement  
8 and an informal hearing in which the school and detention staff  
9 shall meet with the student to examine the reasons for placing the  
10 youth in Dorm School and to permit the youth to offer opposition  
11 to that decision. A summary written memorandum shall be prepared  
12 stating the reasons why the youth was placed in Dorm School, that  
13 the youth was afforded the foregoing informal hearing, and the  
14 results of the hearing, and shall be signed by the members of the  
15 school and detention staff who attended the informal hearing. (c)  
16 If a youth remains in Dorm School for more than three days, the  
17 Defendants shall notify the youth's probation officer and send by  
18 letter deposited in the United States mail a written notice to the  
19 parent(s) or guardian(s) of the youth, to their last known  
20 address. The notice shall state the reason(s) for the youth's  
21 placement in Dorm School and shall also inform the parent or  
22 guardian of the right to an informal school conference and that  
23 continued enrollment in Dorm School may possibly be reduced as a  
24 result of such conference. (d) If the youth remains in Dorm  
25 School for five days, the King County Defendants shall direct the  
26 mental health staff to meet with the youth at the detention  
27 facility for an evaluation by that staff and appropriate

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1 treatment. The above procedures do not replace and shall not be  
2 construed as a waiver by youth, their parents or their guardians  
3 of their procedural rights with respect to provision of special  
4 educational services that may be required by law.

5 6. This Stipulation and Order resolves finally only  
6 plaintiffs' pending Motion for Preliminary Injunction re Dorm  
7 School and Mid School and their claims that youth should not be  
8 removed from a regular school program (a) due to lack of space or  
9 staff; (b) for non-school related conduct; and (c) without  
10 adequate procedural safeguards. To the extent plaintiffs have  
11 raised issues regarding inadequate resources, evaluation of  
12 students, and tailoring of educational materials to the needs of  
13 the students in Dorm and regular school programs, those claims are  
14 not resolved by this Stipulated Order and are specifically  
15 reserved for adjudication at a later time. Plaintiffs also  
16 specifically reserve all other claims in this lawsuit not subject  
17 to the preliminary injunction motion.

18 7. This Stipulation and Order shall not be construed as an  
19 admission of liability on any issue. This Stipulation and Order  
20 does not resolve any issue between and among the defendants or  
21 between any defendant and the State of Washington or any other  
22 party as to responsibility for the cost of the resources and  
23 services made available pursuant to this Stipulation and Order.  
24 The School Defendants specifically reserve their contentions that  
25 they have no legal responsibility for services at the detention  
26 center and that their responsibilities extend no farther than the  
27 funding provided by the State, and that the State or County are

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1 responsible for providing and funding any additional services,  
2 including any services provided under this Stipulated Order.

3 8. The parties shall bear their own costs and attorneys'  
4 fees with respect to all claims subject to this Stipulation and  
5 Order. Plaintiffs reserve the right to seek recovery of  
6 attorneys' fees and costs associated with all other claims in the  
7 lawsuit that are not resolved by this order, and with respect to  
8 any action to enforce this Stipulation and Order of Partial  
9 Settlement.

10 9. To monitor compliance with the Stipulation and Order of  
11 Partial Settlement, the defendants shall on a weekly basis (for  
12 one year from the date of this Order and thereafter at the request  
13 of plaintiffs' counsel) send to plaintiffs' counsel the daily  
14 population sheets and regular school/dorm school enrollment sheets  
15 for the detention facility. Upon reasonable notice by plaintiffs'  
16 counsel, plaintiffs shall be given access to all records regarding  
17 placement in dorm school, including notice and summary memoranda  
18 required by paragraph 5 above. In the event that apparent  
19 violations of this Stipulation and Order of Partial Settlement  
20 have occurred, plaintiffs' counsel or their designees will contact  
21 counsel for the defendants in writing to seek resolution of the  
22 apparent violations. The parties shall make every effort to  
23 remedy problems and resolve differences relating to this  
24 Stipulation and Order by negotiation and cooperative action.  
25 Plaintiffs may move the court to enforce this Stipulation and  
26 Order of Partial Settlement in the event that issues are not  
27 resolved within 30 days following written notice to defendants or  
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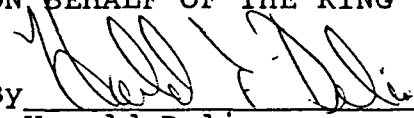
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1 earlier in emergency circumstances.

2 10. This Stipulation may be executed in counterpart  
3 originals.

4 DATED this 26<sup>th</sup> day of November, 1990.

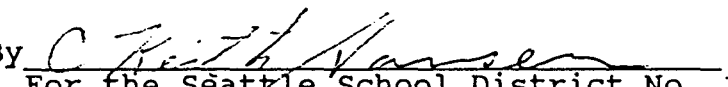
5 ON BEHALF OF THE KING COUNTY DEFENDANTS

6  
7 By   
Harold Delia

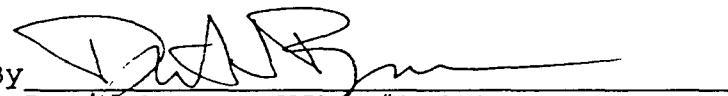
8 Prosecuting Attorney

9  
10 By   
Dennis McMahon WSBA # 15838

11  
12 ON BEHALF OF THE SCHOOL DEFENDANTS

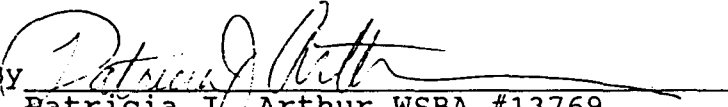
13  
14 By   
For the Seattle School District No. 1

15 Perkins Coie

16  
17 By   
David Burman WSBA #10611

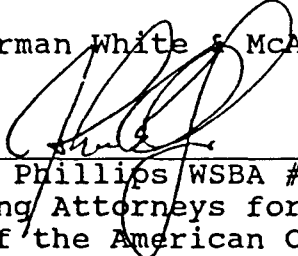
18 ON BEHALF OF PLAINTIFFS ~~T.I. AND D.I.~~ *B.I. and SK PJK*

19 Evergreen Legal Services

20  
21 By   
Patricia J. Arthur WSBA #13769

22  
23 ON BEHALF OF PLAINTIFF W.F.

24 Heller Ehrman White & McAuliffe

25  
26 By   
John W. Phillips WSBA #12185,  
Cooperating Attorneys for the Washington  
27 Chapter of the American Civil Liberties  
Union

28 STIPULATION AND ORDER OF  
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ORDER

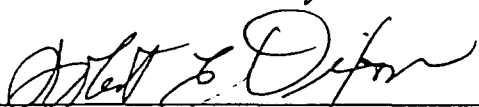
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The provisions of the aforesaid Stipulation of partial settlement are hereby approved and adopted as the order of the Court and the defendants are ordered to comply therewith;

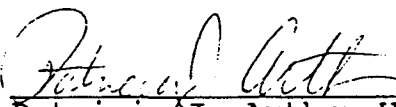
2. Plaintiffs' claims regarding the Mid School and Dorm School are hereby finally resolved as set forth in paragraph 6 of the Stipulation (above) and without costs or attorneys' fees to any party;

3. This Stipulation and Order of Partial Settlement shall remain in full force and effect and shall not be modified unless (a) a material change in state law is demonstrated, (b) the moving party is able to show a substantial change in circumstances, or (c) it is specifically modified by agreement of the parties.

DONE IN OPEN COURT this 12<sup>th</sup> day of February, 1998. RO

  
THE HONORABLE ROBERT E. DIXON  
SUPERIOR COURT JUDGE

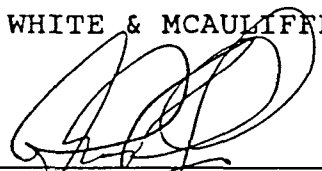
Presented by:  
EVERGREEN LEGAL SERVICES

By   
Patricia J. Arthur WSBA #13769  
John Midgley WSBA #6511

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3 By   
John W. Phillips WSBA #12185  
4 Blair C. Stone WSBA #  
5 Cooperating Attorneys for the  
Washington Chapter of the  
6 American Civil Liberties Union  
on Behalf of Plaintiff W.F.

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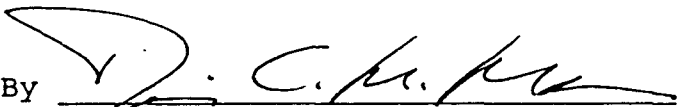
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9 By   
10 David Burman WSBA #10611  
11 On behalf of the School  
Defendants

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PROSECUTING ATTORNEY

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14 By   
15 Dennis McMahon WSBA #15838  
16 On behalf of the County Defendants

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