

Settlement Agreement between the Salt Lake City School District Defendants and Plaintiffs

The Defendants Salt Lake City School District, Superintendent McKell Withers, and Parley Jacobs (collectively “SLCSD”), and Plaintiffs, by and through their attorneys, (collectively, “the Parties”) enter into this agreement (“Agreement”) with the goal of ensuring that the SLCSD, including through its relationship with the Salt Lake City Police Department (“PD”), serves students in a manner that complies with the Constitution and the laws of the United States and Utah, and provide students in Salt Lake City with a school environment that is both safe and supportive. The Parties recognize the importance of training and of effective communication between the SLCSD and PD in providing services that protect the safety of students and the school community, safeguard the rights of students, and foster a positive relationship between the PD, the SLCSD, and their communities.

Introduction

1. The Parties enter into this Agreement jointly and for the purpose of avoiding further litigation. This agreement resolves all remaining claims against SLCSD Defendants in the Plaintiffs’ complaint filed in this case. Nothing in this Agreement shall be construed as an admission of liability by Defendants.

2. This Agreement shall be binding upon all Parties hereto, by and through their officials, agents, employees, and successors.

SLCSD Communication and Coordination with the PD

3. As soon as possible, the SLCSD shall make a good faith effort to finalize a Memorandum of Understanding (“MOU”) with the PD that comports with the terms of this Agreement and clearly establishes the role and responsibilities of SLCSD employees and PD officers operating within the SLCSD schools (hereafter referred to as “SRO”s).

4. The MOU shall clearly distinguish between disciplinary matters and criminal issues; the former should be handled by SLCSD administrators. SLCSD employees should request the involvement of PD officers and/or SROs in criminal matters only when an SLCSD administrator determines it necessary to address a serious and immediate threat to the physical safety of students, school personnel, or the public, or when appropriate to address the criminal conduct of persons other than students. However, the MOU shall recognize the additional role SROs have in SLCSD schools including, but not limited to training, counselling, performing outreach, assisting with or teaching crime prevention programs, and acting as a positive role model; nothing in this Agreement is intended to limit the ability of an SRO to perform these assigned job duties as required by the PD or the SLCSD.

5. The MOU shall direct PD officers and SROs to not be involved in matters of routine school discipline, and shall delineate that PD officers and SROs should only arrest

students on school property or at school sponsored activities when the officer has probable cause to believe that the student has been or is engaged in a crime that that causes serious bodily injury or endangers the physical safety of students, school personnel, or others or when necessary to execute a warrant that cannot be effectively executed outside of school hours.

6. The MOU shall delineate SLCS D's role in the selection of SROs and establish requirements, consistent with the terms of this Agreement, for SROs within the SLCS D schools and for the review of officer assignments to the SRO position.

7. The MOU shall state that SLCS D and PD will comply with the terms of the Family Education and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, et seq.; 34 CFR Part 99.

8. The MOU shall set out provisions for SLCS D and PD to jointly review school-based arrests and SRO interventions at least twice a year in order to assess effectiveness, identify areas for improvement, and to ensure that SLCS D and PD actions align with the goals and objectives set forth in the MOU and this Agreement. The expectation is that the review will be performed by an oversight committee comprised of SLCS D representatives, school administrators, the supervisor of the SROs, and the executive commander of the PD that oversees the SRO program. Moreover, this committee shall provide a mechanism by which community members may raise, and have reviewed, their specific concerns about law enforcement contact with students in schools.

9. The MOU will direct SLCS D administrators and SROs to arrange opportunities for them to jointly meet with community stakeholders to discuss law enforcement and discipline issues as they relate to SLCS D students.

Salt Lake City School District Policies, Practices, and Training

10. Consistent with Paragraph 4 above, SLCS D employees are responsible for handling student disciplinary matters without the additional involvement of PD officers. PD officers may be involved in responding to incidents when an SLCS D administrator determines it necessary to address a serious and immediate threat to the physical safety of students, school personnel, or the public, or when appropriate to address the criminal conduct of persons other than students.

11. SLCS D and PD officers shall jointly collect and review information regarding law enforcement activity in its schools, including but not limited to arrest reports at least two times per year. SLCS D shall make this information available to the public through its website on at least an annual basis.

12. SLCS D shall comply with the terms of ("FERPA"), 20 U.S.C. § 1232g, et seq.; 34 CFR Part 99, when disclosing educational records, including student disciplinary records and student photographs, and including where providing information to law enforcement.

13. Prior to the start of the 2016-2017 school year, West High School administrators, counselors, social workers, and teachers as well as SLCSO administrators with responsibility for school discipline matters and shall receive in-person training through an evidence-based program designed to improve school management, increase student academic achievement, decrease the “school-to-prison pipeline” and improve law enforcement community relations while reducing excessive and exclusionary discipline.

14. All SLCSO employees with responsibility for working with students shall receive mandatory in-service training on topics which include the appropriate roles of school resource officers and school administrators, juvenile court processes, adolescent development, mental health problems, conflict resolution and de-escalation techniques, cultural competency, and alternatives to the juvenile justice system and the rights of students.

15. SLCSO will agree that Board Policy S-3: Student Conduct and Discipline will be revised to add a section entitled “Gang-related Activities Prohibited” that includes the following language: “Wearing a specific color by itself won’t be cause for discipline, and just wearing a cross or Star of David without augmentation or alteration won’t be cause for discipline. In addition to the items identified in these administrative procedures as prohibited gang attire or gang symbols, document S-3: Gang Signs, Symbols, Signals, Words and Conduct Prohibited outlines the current gang indicators that may result in student disciplinary action.” This document will appear in student handbooks, and on the district’s website. The board policy, district administrative procedures, and any accompanying documents will be provided annually to students and parents through the registration process in their home language. As part as the registration process, students and parents are required to verify that they have read the documents and agree to abide by the terms therein. If the district makes any material changes to these documents, timely notice will be provided to students and parents.

Miscellaneous

16. Defendants shall pay damages, counsel fees and costs to Plaintiffs’ attorneys in the amount of \$27,500.00.

17. For a period of two years after this agreement is executed, Defendants shall provide Plaintiffs with copies of all documents required to be developed or revised pursuant to the terms of this agreement upon their revision or creation.

18. For a period of two years after this agreement is executed, Defendants shall provide Plaintiffs with a schedule of trainings conducted pursuant to the terms of this agreement, and with materials used in trainings.

19. This agreement may be signed in several counterparts, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties.



Courtney Bowie
Sarah Hinger
ACLU Foundation, Inc.
125 Broad Street, Floor 18
New York, New York 10004
Telephone: (212) 549-2500
Facsimile: (212) 549-2654
cbowie@aclu.org
shinger@aclu.org

John Mejia (USB No. 13965)
Leah Farrell (USB No. 13696)
ACLU of Utah Foundation, Inc.
355 North 300 West
Salt Lake City, Utah 84103
Telephone: (801) 521-9862
Facsimile: (801) 532-2850
jmejia@acluutah.org
lfarrell@acluutah.org

Counsel for Plaintiffs



Kyle J. Kaiser
Meb W. Anderson
Assistant Utah Attorneys General
160 East 300 South, Sixth Floor
P.O. Box 140856
Salt Lake City, Utah 84114-0856
Phone: (801) 366-0100
Fax: (801) 366-0101
kkaiser@utah.gov
mebanderson@utah.gov

Counsel for Salt Lake City School District; Superintendent McKell Withers and Parley Jacobs



Janet Roberts
Business Administrator--Salt Lake City School District
For All School Defendants in their Official Capacities



Parley Jacobs
In His Individual Capacity as Former West High School Principal