

EXHIBIT A

CR 2A Agreement between King County and Columbia Legal Services and Plaintiffs Charles Stokes, Javier Rudy, Kimauri Carroll and Darrius Bruton

- 1- Plaintiffs agree to dismiss the pending suit as to any claims against King County, C.S. v. King County, 17-cv-01560-JCC, and that this agreement resolves the allegations contained in the suit as well as damages claims based on the allegations contained in the suit and in tort claims 60465, 60466, 60467, 60468.
- 2- The Plaintiffs agree to sign releases of all individual claims they may have against King County and other forms required to execute the monetary settlement.
- 3- King County will pay a total sum of \$240,000 in settlement of these claims. \$25,000 of that sum is allocated as attorneys' fees to be payable to Columbia Legal Services.
- 4- King County agrees that the solitary confinement of juveniles is banned in all King County detention facilities, except when based on the juvenile's behavior, solitary confinement is necessary to prevent imminent and significant physical harm to the juvenile detained or to others and less restrictive alternatives were unsuccessful. Solitary confinement may not be used for disciplinary or punishment purposes.
- 5- King County agrees that any use of solitary confinement will be discussed and reviewed at the daily meeting that includes Juvenile Detention staff, supervisors and Mental Health providers.
- 6- King County agrees to provide Columbia Legal Services with a copy of the monitor's reports upon receipt of such reports pursuant to King County Ordinance 18637. King County further agrees to provide self-monitoring reports, which will include the same data required to be included in the monitor's reports, quarterly in 2019, 2020 and 2021, with the final quarterly report due by January 31, 2022.
- 7- King County agrees that the scope of the monitor appointed under King County Ordinance 18637 shall include looking at alternatives to solitary confinement and making recommendations to the County on efforts to avoid placing juveniles in solitary confinement. Further, King County agrees that the scope of the monitor's work also includes reviewing any transfer of a juvenile to an adult detention facility. This does not include the temporary transfer for the purpose of attending a court hearing but refers a transfer for purposes of housing.
- 8- King County's Juvenile Grievance procedures/process are subject PREA audit in October of 2018. King County will provide a copy of the audit report to Columbia Legal Services upon receipt.
- 9- King County agrees to consider, in good faith, the opinion of Columbia Legal Services and/or its retained experts in drafting its Solitary Confinement policy and related policies intended to incentivize youth to maintain good behavior.
- 10- King County agrees to include in the appropriate policy that if a mental health professional is on duty, such professional will assess any juvenile held in solitary confinement within 8 hours of placement. If no mental health provider is on duty at that time, such assessment shall be done by detention nursing staff.
- 11- King County agrees to make a good faith attempt to notify a parent or legal guardian when a juvenile is held in solitary confinement for a period of time exceeding 8 consecutive hours.

- 12- King County agrees that if a juvenile in solitary confinement makes a reasonable request to speak with a parent or guardian that King County will make reasonable efforts for the juvenile to speak with such parent or guardian at no cost to the juvenile at least once per day.
- 13- King County agrees to make a good faith attempt to notify a parent or legal guardian when a juvenile who is confined in its facilities has visited a hospital but was not admitted into the hospital.
- 14- King County agrees to make a good faith attempt to notify a parent or legal guardian when a juvenile who is confined in its facilities has been admitted into a hospital. King County's goal will be to make this notification as soon as practicable and will attempt to do so no more than two hours after admission.
- 15- This agreement expires on January 31, 2022. However, if Plaintiffs submit a request to mediate based on noncompliance by April 1, 2022, this agreement shall extend until that dispute is resolved.
- 16- For each juvenile Plaintiff, this agreement is subject to approval of either a court or a settlement Guardian Ad Litem.
- 17- Plaintiffs will be solely liable for any income tax liability due on any portion of the Settlement Sum. King County is not required to pay any further sums to plaintiffs individually or their counsel, even if the tax liabilities and consequences are ultimately assessed in a fashion which they do not presently anticipate. Neither King County nor its attorneys have made any representations to Plaintiffs concerning any tax aspects of the payment. King County will file tax reporting forms in accordance with the applicable federal regulations.
- 18- Enforcement: The parties agree that any dispute under this agreement shall be required to be mediated for at least one day with Judge Paris Kallas prior to any other action to enforce. If Judge Kallas is not available the parties will attempt to agree to another mediator. If no agreement can be reached, the parties stipulate that the first available Judicial Dispute Resolution mediator will be used. If the parties have not reached agreement following mediation, either party may seek enforcement of the terms of this agreement or the final settlement agreement in an appropriate court, which shall be in King County Superior Court or the superior court of an adjacent county.
- 19- Third party beneficiaries of this settlement are not parties to the settlement and do not have the right to sue to enforce this agreement. However, the parties expressly agree that Columbia Legal Services has standing to enforce this agreement and the final agreement between the parties.
- 20- The parties agree that this constitutes an agreement under CR 2A. The parties will draft and execute a final settlement agreement by Friday, April 13, 2018.
- 21- The parties agree that policy changes will be implemented by King County upon discharge of the County's obligations to bargain the effects of such policies with labor unions.
- 22- The parties agree that this settlement agreement does not jeopardize Plaintiffs ability to bring claims against the Kent School District under this federal court cause number.
- 23- The provisions of this Agreement will not be construed against either party. If any of the provisions of this agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

For King County:

Genie A Hill, KC Ride Manager

For Columbia Legal Services and Plaintiffs Charles Stokes, Javier Rudy, Kimauri Carroll and Darrius Bruton.

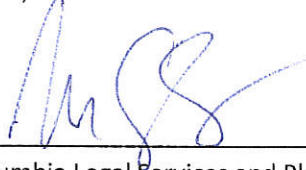
MS, Attorney for Plaintiffs

The parties, King County and Columbia Legal Services and Plaintiffs Charles Stokes, Javier Rudy, Kimauri Carroll and Darrius Bruton agree to modify the CR 2A agreement that they executed on March 20, 2018 solely as follows. All other provisions of the agreement remain in effect.

The parties agree to extend the deadline for when they will draft and execute a final settlement agreement from April 13, 2018 to May 18, 2018.

Dated

4/11/2018

 #25963

For Columbia Legal Services and Plaintiffs Charles Stokes, Javier Rudy,
Kimauri Carroll and Darrius Bruton

Dated

4-11-2018

 WSBA 36,943

For King County

The parties, King County and Columbia Legal Services and Plaintiffs Charles Stokes, Javier Rudy, Kimauri Carroll and Darrius Bruton agree to modify the CR 2A agreement that they executed on March 20, 2018 and the modification that they executed on April 11, 2018 solely as follows. All other provisions of the agreement remain in effect.

The parties agree to extend the deadline for when they will draft and execute a final settlement agreement from May 18, 2018 to June 15, 2018.

Dated 5/17/18

  #25963

For Columbia Legal Services and Plaintiffs Charles Stokes, Javier Rudy,
Kimauri Carroll and Darrius Bruton

Dated 5-17-18

 WSBA 36843

For King County

EXHIBIT B

**CR 2A Agreement between KSD & CLS & Individuals Charles Stokes,
Javier Rudy, Kimauri Carroll, & Darrius Bruton.**

1. CLS withdraws OSPI Citizen Complaint #SECC1823.
2. Individuals named in OPSI Citizen Complaint #SECC1823 agree to sign Release of All Claims they may have & other forms required to execute the monetary settlement.
3. KSD agrees to pay the total sum of **\$25,000** in settlement of all claims the individuals named in the OSPI Citizen Complaint #SECC1823 may have against KSD.
4. Individuals will be solely liable for any income tax liability due on any portion of the Settlement Sum. KSD is not required to pay any further sums to Individuals individually or their counsel, even if the tax liabilities and consequences are ultimately assessed in a fashion which they do not presently anticipate. Neither KSD nor its attorneys have made any representations to Individuals concerning any tax aspects of the payment. KSD will file tax reporting forms in accordance with the applicable federal regulations.
5. KSD agrees to request that King County engage in review/revision of the Instructional Service Plan for KSD & King County Dept. of Adult and Juvenile Detention – Kent Division and the Interlocal Agreement between King County and KSD for the Establishment of the RJC Juvenile Educational Program, dated August/Sept. 1998 for the purpose of exploring maximizing KSD's access to provide educational services to juveniles housed in the RJC in the future. The result of the discussions between KSD & King County will be reported by KSD to CLS.

5.5 As part of its engagement w/ King County under ¶15, KSD will consult w/ OSPI Institutional Educ Prog Supervisor. The result of this consultation will be reported by KSD to CLS, & KSD will consider CLS input.

6. For each individual receiving funds under this agreement, the agreement is subject to approval of a minor settlement.
7. The provisions of this Agreement will not be construed against either party. If any of the provisions of this agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.
8. The parties agree that this constitutes an agreement under CR. 2A. The parties will draft and execute a final settlement agreement by Friday, June 30, 2018

Dated May 30, 2018.

Nicholas B. Straley
For CLS & Claimants
Charles Stokes, Javier Rudy Kimauri Carroll, Darrius Bruton

David T. Hokit
For Kent School District

SUBJECT TO APPROVAL TO BE
OBTAINED FROM CLAIMANTS AND/OR
THEIR PARENT OR GUARDIAN TO LITEM.

~~CRZA~~

CRZA AGREEMENT BETWEEN KSD & CLS & INDIVIDUALS
CHARLES STOKES, JAVIER RUDY, KIMARI CARROLL & DARRIUS BRUTON.

- ① CLS ^{WITHDRAWS} ~~DISMISSES~~ OSPI CITIZEN COMPLAINT
SECC 18-23
- ② INDIVIDUALS NAMED IN OSPI CITIZEN COMPLAINT
SECC 18-23 AGREE TO SIGN RELEASES OF
ALL CLAIMS THEY MAY HAVE & OTHER
FORMS REQUIRED TO EXECUTE THE MONETARY
SETTLEMENT.
- ③ KSD AGREES TO PAY A TOTAL SUM OF
\$25,000 IN SETTLEMENT OF ALL CLAIMS
THE INDIVIDUALS NAMED IN THE OSPI
CITIZEN COMPLAINT # SECC 18-23 MAY HAVE
AGAINST KSD.
- ④ (#17 FROM KING CO/CLS CRZA)
- ⑤ KSD AGREES TO REQUEST THAT KING COUNTY
ENGAGE IN REVIEW/REVISION OF THE
INSTRUCTIONAL SERVICE PLAN FOR KSD & KING
COUNTY DEPT OF ADULT AND JUVENILE
DETENTION - KENT DIVISION AND THE
INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND KSD FOR THE ESTABLISHMENT OF THE
RTC JUVENILE EDUCATIONAL PROGRAM,
DATED AUGUST/SEPT 1998

THE RTC IN THE FUTURE. THE RESULT OF THE DISCUSSIONS BETWEEN KSD & KING COUNTY WILL BE REPORTED BY KSD TO CLS.

5.5 AS PART OF ITS ENGAGEMENT W/ KING COUNTY UNDER AP 5, KSD WILL CONSULT W/ OSPI INSTITUTIONAL EDUC PROG SUPERVISOR.

⑥ FOR EACH INDIVIDUAL RECEIVING FUNDS UNDER THIS AGREEMENT, THE AGREEMENT IS SUBJECT TO APPROVAL OF EITHER A ~~COURT OR A SGAL~~, a minor settlement.

⑦ (#23 OF KING COUNTY CR2A)

⑧ (#20 " " BY 6/30/18.

DATE MAY 30, 2018.

THE RESULT OF THIS CONSULTATION WILL BE REPORTED BY KSD TO CLS, & KSD WILL CONSIDER CLS INPUT.

FOR CLS &

CHARLES STOKES

JAVIER RUDY

KIMBERL CARROLL

DARRIN BRUTON

FOR KSD