

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

McKEESPORT BLACK STUDENT UNION, et al., )  
 )  
 Plaintiffs, )  
 ) 2:19-cv-00405-MJH  
 v. )  
 )  
 McKEESPORT AREA SCHOOL DISTRICT, et al., )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

**SETTLEMENT AGREEMENT**

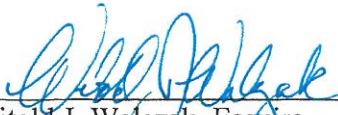
AND NOW, come the Plaintiffs, McKEESPORT BLACK STUDENT UNION, an unincorporated association (hereinafter “Plaintiff MBSU”); GRACE FAWN WALKER, a minor, by and through her parents, VALIAN FAWN WALKER-MONTGOMERY and GEORGE CEPHUS MONTGOMERY; RaSONA WEBB, a minor, by and through her parent, AMBER WEBB; SIYA WEBB, a minor, by and through her parent, SHAMEENA WEBB; AYRIAUNA BURNS, a minor, by and through her parent, MYLISHA BURNS; TYNESHIA BOWLING, a minor, by and through her parent, TIMIKA BOWLING; DEJA and DENAJA NEWBY, minors, by and through their parent, TAMIKA LLOYD; TARYN VASQUEZ, a minor, by and through her parent, AMBER VASQUEZ; AMYA WEBB, a minor, by and through her parent, PATRICIA WEBB; JASONA BELYEU, a minor, by and through her parent, JASON BELYEU; and TAHJANAE LOVE-ELSTON, a minor, by and through her parent, TODD ELSTON, (hereinafter students referred to collectively as “Student Plaintiffs”), and Defendant McKeesport Area School District, (hereinafter, “MASD” or “Defendant”) and Mark P. Holtzman, Jr., School District

Superintendent, (hereinafter, "Superintendent" or collectively "Defendants"), by their undersigned counsel, and hereby agree:

1. Student Plaintiffs may submit a request for MASD to approve an MBSU as a non-curricular student activity. The request shall comply with the MASD's Extracurricular Policy, adopted August 15, 2007, and the Equal Access Act ("EAA"), 20 U.S.C. § 4071, including the Fair Opportunity Criteria, which require the following:
  - a. Meetings are voluntary and student-initiated;
  - b. There is no sponsorship of the meetings by the school, the government, or its agents or employees;
  - c. Employees or agents of the school attend meetings only in a non-participatory capacity;
  - d. The meetings do not materially and substantially interfere with the orderly conduct of educational activities within the school; and
  - e. Non-school persons may not direct, conduct, control or regularly attend in-school activities of student groups. Non-school persons shall include, but are not limited to, Take Action Mon Valley ("TAMV"), and Penn State Greater Allegheny ("PSGA").
2. Upon receipt of an application from the Student Plaintiffs that complies with the requirements of paragraph 1, *supra*, Defendant shall within ten (10) days recognize the organization as a non-curricular student activity in the McKeesport Area High School.
3. Within the ten-day (10) approval period, Defendant shall work with the newly recognized MBSU to identify an MASD employee to serve as a staff advisor. The agreed upon staff advisor shall meet and confer with the newly recognized MBSU to coordinate their respective schedules to identify meeting days and times that will

allow for the staff member to attend MBSU meetings in a non-participatory capacity.

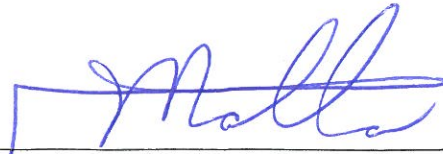
4. Defendant shall afford the newly recognized MBSU and its student members the same rights, privileges and benefits that they provide to any other non-curricular student activity.
5. McKeesport High School students only may direct, conduct, control, or regularly attend activities of the MBSU.
6. This Settlement Agreement is in no way an admission of liability by Defendants, but is entered into by Defendants simply for settlement purposes.
7. The parties will work together, in good faith, to effectuate the terms of this Agreement.
8. Within thirty (30) days of Defendant's recognition of the MBSU, or, if Plaintiffs do not request an MBSU within thirty (30) days of entry of this agreement on the record, the parties shall file a stipulation of dismissal under Fed. R. Civ. P. 41(a)(1)(A)(ii).
9. The parties agree that the Court shall retain continuing jurisdiction to enforce the terms of this Settlement Agreement up to and including June 30, 2020, as agreed to in the stipulated Order of Dismissal. The moving party agrees to provide fourteen (14) days written notice before any proposed filing with the Court. Further, prior to any party seeking Court intervention, the parties agree to meet and confer, in person, to discuss resolution of any issue.



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Witold J. Walczak, Esquire  
AMERICAN CIVIL LIBERTIES  
FOUNDATION OF PENNSYLVANIA  
Pittsburgh, PA 15222  
*Attorney for Plaintiffs*

Date April 29, 2019



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Gary Matta, Esquire  
DODARO, MATTA & CAMBEST, P.C.  
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Canonsburg, PA 15317  
*Attorney for Defendants*

Date 4/29/19

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