

## CLASS SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered by and between M.L.<sup>1</sup>, D.C.<sup>2</sup> (collectively, “Named Plaintiffs”), on behalf of a class as set forth herein (“Class” or “Class Members”), and PRIMERO LOS NIÑOS (collectively “Plaintiffs”) and OXNARD SCHOOL DISTRICT (“District”), ANA DEGENNA, in her official capacity as Superintendent of Oxnard School District, VERONICA ROBLES-SOLIS, in her official capacity as President of the Board of Trustees, MONICA MADRIGAL LOPEZ, in her official capacity as Trustee of Board of Trustees, BRIAN MELANEPHY, in his official capacity as Trustee of Board of Trustees, CYNTHIA SALAS, in her official capacity as Trustee of Board of Trustees, and ROSE GONZALES, in her official capacity as Trustee of Board of Trustees (collectively, “Defendants”). The Class Members and the Defendants are collectively referred to in this Agreement as the “Parties.”

### RECITALS

WHEREAS, on June 9, 2017, a putative class action lawsuit was filed in the United States District Court for the Central District of California (No. 17-cv-04304-JAK-DTx) with allegations related to the District’s systemic failure to identify and refer students in need of special education evaluations in violation of the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. § 1400, *et seq.*, Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12101, *et seq.*, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, *et seq.* (“Section 504”) (“Action”);

WHEREAS, on April 1, 2019, Plaintiffs filed a Fourth Amended Complaint, which is the operative complaint in this Action.

WHEREAS, on July 30, 2019, the Court certified the following injunctive relief class pursuant to Fed. R. Civ. P. 23(b)(2): “[A]ll students in Oxnard School District who have or may have disabilities and who have been or will be subject to the District’s policies and procedures regarding identification and evaluation of students for purposes of providing services or accommodations under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and/or the Americans with Disabilities Act.” The Court appointed Plaintiffs A.E., D.C. and M.L. as class representatives and Plaintiffs’ counsel as Class Counsel.

WHEREAS, on March 13, 2020, the Parties filed cross motions for partial summary judgment, the Court heard oral argument on July 7, 2020, and a decision was issued on May 1, 2023.

WHEREAS, the Parties have engaged in extensive settlement negotiations utilizing three different third party mediators beginning in 2018 through the latter part of 2019. In August 2023 and February 2024, the Parties reengaged Judge Patrick Walsh who conducted two additional in-person mediation sessions and additional negotiations between sessions.

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<sup>1</sup> Named Plaintiff M.L. is no longer a minor.

<sup>2</sup> Named Plaintiff D.C. is no longer a minor.

WHEREAS, special education enrollment has increased in Oxnard School District from the beginning of the Action. A table documenting the percentage of students receiving special education services in the District from the beginning of the Action to present is attached as Exhibit 1 to this settlement agreement.

WHEREAS, based on their investigation, litigation and through the settlement negotiations, the Named Plaintiffs have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate and in the best interests of the Class and have agreed to settle all claims raised in the Action on behalf of themselves and the proposed class as defined below,

**NOW THEREFORE**, without any admission or concession by the Plaintiffs of any lack of merit of the Action, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses by Defendants:

**IT IS HEREBY AGREED**, by and among the Parties to this Agreement, through their respective attorneys, subject to approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), that all Claims in the Action shall be compromised, settled, released as described in Section 10 below, and dismissed with prejudice, upon and subject to the following terms and conditions:

## **AGREEMENT**

1. Settlement Class. For purposes of this Agreement, the class is defined as:

All students in the Oxnard School District who have or may have disabilities and who have been or will be subject to the District’s policies and procedures regarding identification and evaluation of students for purposes of providing services or accommodations under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and/or the Americans with Disabilities Act.

2. Definitions. For purposes of this Agreement, the following terms have the following meanings:
  - a. “Child Find” has the meaning set forth in 20 U.S.C. § 1412(a)(3); 34 C.F.R. § 300.111.
  - b. “Class Counsel” means Disability Rights Advocates, Learning Rights Law Center, Law Office of Shawna L. Parks, Vanaman German LLP.
  - c. “Effective Date” is the date of the District Court’s final approval of the Agreement.
3. Settlement Term. The term of this Agreement begins on the Effective Date and ends two years thereafter.

4. The District's Obligations.

a. Referrals of Students for Special Education Assessment(s):

- (1) The District agrees that it will follow federal and state law with respect to Child Find, including the identification, referral, and assessment of students with suspected disabilities. Specifically, the District agrees to the following:
  - (i) If District staff have reason to suspect that a student may have a disability and that the level of impact is such that special education services may be needed to address a student's suspected disability, the District will refer the student for a special education assessment immediately.
  - (ii) The District shall document each request for a special education assessment, whether by a parent or staff.
- (2) Any student, with or without a disability, may be referred to a Student Success Team (SST) meeting at any time to address any educational or other challenges. The District's SST process will utilize targeted, evidence-based interventions, with quantitative data tracking.
  - (i) The District agrees that it will not use the SST meeting process in lieu of a referral for a special education evaluation.
  - (ii) The District will provide Class Counsel a random sample of 12% of SST files of District students. These documents will be provided to Class Counsel as part of the monitoring process outlined in Section 5.
- (3) The District will follow California law regarding implementation of universal dyslexia screening for students in grades K-2.
- (4) The District will provide parent(s) or guardian(s) with a written response within 15 days of referral by a District teacher/staff member or an oral or written request by a parent or anyone on behalf of a parent for a special education assessment in accordance with the IDEA and Cal. Ed. Code section 56321.
  - (i) The District will assess students in all areas of suspected disability and will complete special education assessments within 60 days of receiving a parent or guardian's written consent to conduct the assessment(s) in accordance with the

IDEA and Cal. Ed. Code sections 56302.1 and 56344.

(ii) The District will not require a SST meeting prior to a referral for special education.

(5) The District agrees that it will update any and all written policies to clarify the District’s special education policies and procedures, including with respect to Section 4(a) above.

b. Tracking

(1) The District will utilize SIRAS, the web-based student information system adopted by the Ventura County Special Education Local Plan Area (SELPA) to manage and track special education requests, referrals, and assessments in the District.

(i) The District’s Director of Special Education, who is trained on Child Find, will monitor SIRAS with the support of the District’s special education managers and data technicians regarding referral and assessment timelines.

(2) The District will utilize SIRAS to manage and track students referred to the SST process. SIRAS will be used to track, among other data, the date of referral to SST, SST meeting dates (e.g., date of initial SST meeting, most recent SST meeting, and any upcoming SST meetings), and student outcomes.

(i) SST data will be monitored by a District Administrator, who is trained on Child Find obligations.

c. Training

(1) The District will provide annual Child Find “refresher” trainings for all general education teachers, special education teachers, school counselors, school psychologists, administrators, District occupational therapists, and District speech and language pathologists regarding their Child Find obligations.

d. Outreach

(1) The District will make information regarding Child Find available in the community by:

- (i) Reaching out to private schools and other institutions and organizations throughout the District regarding the District's Child Find obligations;
- (ii) Sending all families, as part of their Annual Parents' Rights Notification, information related to Child Find and services for students with disabilities, including the screening and evaluation process for special education eligibility; and
- (iii) Posting on the District's Special Education Department webpage information regarding special education, including a link to the Ventura County SELPA's Notice of Parent and Adult Student Rights and Procedural Safeguards for Special Education ("Notice of Parent Rights and Procedural Safeguards") in English and Spanish, which includes information about a student's right to a special education assessment, information about how a parent may request such an assessment, and parents' right to notice and due process in connection with requests for special education evaluations. In addition to the written Notice of Parent Rights and Procedural Safeguards, the District's Special Education Department website will contain a link to an audio recording of the Notice of Parent Rights and Procedural Safeguards in Mixteco.
- (iv) The District's Special Education Department webpage will include the following language:

"A parent may request a special education assessment at any time. If you think your child may need special education supports or services:

1. Speak to a school administrator and/or submit a written request for assessment to the administrative staff of the school or the student's classroom teacher. If the request is in writing, it should be signed and dated and should indicate the area(s) in which there are concerns (e.g.: math, language).
2. Whether the request is verbal or written, the District has 15 calendar days to respond to your request.
3. If the District declines to initiate an assessment, they must give reasons why. This decision will be communicated to you through a Prior Written Notice (PWN) and will include a copy of "Parent and Adult Student Rights and Procedural

Safeguards for Special Education” from the Ventura County Special Education Local Plan Area (“SELPA”).

4. If you disagree with the District’s decision not to assess your child, please contact your School Principal or the Special Education Manager assigned to your child’s school (which can be found at <https://www.oxnardsd.org/departments/special-education/staff> or on the “Staff” dropdown link on the Special Education Department webpage located at <https://www.oxnardsd.org/departments/special-education/welcome>) in order to discuss your request and/or any concerns that you might have related to your child.
  
5. If you do not receive a response or if you disagree with the District’s decision not to assess, you have protections under state and federal law, including the right to file a compliance complaint with the California Department of Education or a due process complaint with the State Office of Administrative Hearings. For more information regarding your Parents’ Rights, please refer to the “Parent and Adult Student Rights and Procedural Safeguards for Special Education” and/or contact any of the following local and state agencies for more information:

Oxnard School District’s Special Education Department 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Ventura County SELPA 5100 Adolfo Road Camarillo, CA 93012 (805) 437-1560 (805) 437-1599 (Fax) www.vcselpa.org	California Department of Education Special Education Division 515 L Street, Suite 270 Sacramento, CA 95814 (800) 926-0648 (916) 327-3704 (Fax) <a href="http://www.cde.ca.gov/spbranch/sed">www.cde.ca.gov/spbranch/sed</a>
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5. Monitoring and Continuing Jurisdiction. The Court shall maintain jurisdiction for purposes of enforcement throughout the two-year time period following Final Approval of this Agreement. Class Counsel shall monitor the District’s compliance with the Agreement, and the District shall facilitate such monitoring as follows:
  - a. Within sixty (60) days of Final Approval of this Agreement, at six months post Final Approval, and each six months thereafter (concluding with the

end of the two-year time period of this Agreement), the District shall provide Class Counsel with:

- (1) All revised written policies and procedures under this Agreement;
- (2) The random sample of SST files identified in Section 4(a)(2)(ii) above;
  - (i) The random sample of SST files shall be provided to Class Counsel based on an unsorted master list of students with SSTs consisting only of student identification numbers.
- (3) Aggregate data regarding the source and number of special education referrals (i.e. whether the referrals were from teachers, SST meetings, parents, or outside sources);
- (4) Aggregate data reflecting overall enrollment, special education enrollment, and enrollments by disability, grade, language status, and school;
- (5) Aggregate data reflecting the number of students in SSTs by grade, language status, and school; and
- (6) Copies of any training materials used in connection with the Child Find training identified above in Section 4(c) above.

b. The information defined above in Section 5(a) that is provided to Class Counsel as part of monitoring of this case will be used for monitoring purposes only. Any information provided to Class Counsel can be used by Class Counsel for enforcement purposes, if necessary. Information, excluding any information that may be used to identify individual students, may be provided by Class Counsel to class members upon request. Upon request by any class member, Class Counsel may provide aggregate data and a summary of Class Counsel's findings based on their review of individual student SST files.

6. Court Approval and Class Notice. Following approval of this Agreement by the District's Board of Trustees and execution of the Agreement by the Parties, the necessary steps to obtain Court approval of the settlement as follows:

a. The Parties shall make a joint motion to the Court for preliminary approval of this Agreement .

- b. Counsel for the Parties agree that they will take all reasonable steps to ensure that this Agreement is approved by the District Court and becomes effective. Specifically, within 30 days of execution of this Agreement, the Parties counsel will (1) file the Agreement, including the attached Exhibits, with the Court, (2) move for Preliminary Approval of this Agreement in the District Court, and (3) request a hearing regarding entry by the Court on the earliest date acceptable to the Court, of the Proposed Order Granting the Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice and short form Notice; and Scheduling of Hearing on Final Approval.
  - c. The attached Notice, attached as Exhibit 2, includes, in plain language: (1) A summary of the substantive relief included in this Agreement; (2) the date of the hearing on the final approval of the Agreement with a clear statement that the date may change without further notice to the Class; (3) the deadline for submitting objections to the Agreement; (4) contact information for Plaintiffs' counsel to answer questions; (5) the address for Plaintiffs' counsel's website; and (6) instructions on how to access the case docket via PACER or in person at the Court's locations. A Short Form Notice is also attached, highlighting the agreement and providing a link at which the full Notice and Agreement can be found. The Notice and Short Form Notice will be published in English and Spanish within 30 days after Preliminary Approval, and will be distributed or posted as follows until the deadline for submitting objections has passed:
    - i. For the parent of a class member for whom the District has an email address, Defendants will email copies of the Notice in English and Spanish.
    - ii. Defendants will provide a copy of the Notice in English and Spanish through ParentSquare and will post the Notice in English and Spanish on the District website.
    - iii. Plaintiffs' counsel will each post on their respective websites a copy of the Notice in English and Spanish and the proposed Agreement.
  - d. In their declarations in support of final approval, counsel will each provide a declaration to the District Court attesting to the manner in which they disseminated the Notice consistent with the Agreement.
8. Dispute Resolution. The Parties agree that, should the District's special education percentage drop below 16.84% (which is 1% below the percentage of the 2023-

2024 school year<sup>3</sup>) at any time within the two-year time period following Final Approval, Class Counsel may initiate dispute resolution procedures in the event that Class Counsel believe, based on the monitoring information provided, that Defendants are in violation of the terms of this Agreement.

- a. All disputes concerning the interpretation, implementation, monitoring, and compliance with this Agreement, shall be resolved as follows:
  - (1) Notification in Writing: Any party's dispute concerning the interpretation, implementation, monitoring and compliance with this Agreement shall be brought in writing to the attention of the other party.
  - (2) Meet and Confer: With respect to any particular dispute concerning the interpretation, implementation, monitoring and compliance with this Agreement, the Parties agree to meet and confer in good faith, within ten (10) business days after a dispute is raised in writing by one of the Parties to discuss and try to resolve such dispute.
  - (3) Mediation with Judge Patrick Walsh: Failing resolution of a dispute via meet and confer, the Parties shall mediate in good faith with Judge Walsh or an agreed-upon mediator.
  - (4) Submission to Court: Failing resolution of a dispute via the meet and confer process and through mediation, any party may submit the issue to District Court for decision.
- b. Reasonable attorneys' fees and costs for dispute resolution shall be resolved separately from the reasonable attorneys' fees and costs described in Section 9 below and shall be determined pursuant to standards set forth in *Christianberg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

9. Attorneys' Fees and Costs.

- a. Within 14 days of the Court's order on preliminary approval, the Parties will attempt to negotiate the amount of fees incurred. If the Parties are not able to amicably resolve Plaintiffs' counsel fee demand within 45 days of Class Counsel's service of its initial fee demand, the Parties agree to the following procedure:
  - (1) to refer the matter to Judge Walsh for a determination for resolution.
  - (2) If either party disagrees with Judge Walsh's determination, and the Parties are unable to reach a final resolution within 21 days of Judge

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<sup>3</sup> See Exhibit 1.

Walsh's determination, the Parties agree that either party may file a motion to review Judge Walsh's determination to the District Court.

(3) The District Court has the ability to modify or set aside any part of Judge Walsh's determination that is clearly erroneous or contrary to law.

- b. The Parties agree to negotiate a payment schedule for attorneys' fees and costs when negotiating the amount of fees incurred by Class Counsel.
  - c. Plaintiffs also are entitled to attorneys' fees for time spent monitoring the terms of this Agreement. The District agrees to pay Class Counsel up to \$15,000 per six-month period and no more than \$30,000 per year to monitor the District's compliance with the Agreement.
  - d. For time spent monitoring the terms of this Agreement, Plaintiffs will submit a request for payment of attorneys' fees no later than 30 days after each six-month monitoring period. Payment of Plaintiffs' attorneys' fees will be made within thirty (30) days of submission.
10. Release of Claims by Class. The class hereby releases all claims for class-wide relief as certified by the Court with respect to claims arising from or related to the Fourth Amended Complaint through the time period governed by this Settlement Agreement. Nothing in this Agreement releases any individual claims.
- a. This release does not waive a student's right to file a due process complaint for individual claims against the District on any matter under IDEA or related California Education codes, or Class Counsel's ability to represent any students in individual due process complaints.
11. This Agreement constitutes a compromise settlement of disputed and contested matters between the parties. It shall not be construed as an admission by any of the parties, nor shall it be used as evidence in a proceeding of any kind, except as necessary to administer and/or enforce the terms of this Agreement.
12. Entire Agreement. This Agreement contains all the agreements, conditions, promises, and covenants between the Plaintiffs, the Plaintiff Class, and the District regarding matters set forth in it, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.
13. Modification. The terms and conditions of this Agreement can be amended, changed, or altered only by written agreement of the Parties through their respective counsel or by order of the District Court upon motion.
14. Execution in Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, and all such counterparts taken together will be deemed to constitute one and the same agreement.



Dated: 4-18, 2025

Magdalena Angeles  
Magdalena Angeles, Primero Los Niños

Dated: 4/18, 2025

Eugenia Palemino  
Eugenia Palemino, Primero Los Niños

DEFENDANTS:

Dated: May 21, 2025

Ana Degenna  
Ana Degenna, Superintendent for Defendant  
Oxnard School District

Dated: May 21, 2025

Veronica Robles-Solis  
Defendant Veronica Robles-Solis,  
in her official capacity

Dated: May 21, 2025

Monica Madrigal Lopez  
Defendant Monica Madrigal Lopez,  
in her official capacity

Dated: May 21, 2025

Brian Melanephy  
Defendant Brian Melanephy,  
in his official capacity

Dated: May 21, 2025

Cynthia Salas  
Defendant Cynthia Salas,  
in her official capacity

Dated: May 21, 2025

Rose Gonzales  
Defendant Rose Gonzales,  
in her official capacity

Approved as to Form:

Dated: April 21, 2025



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Shawna Parks  
Disability Rights Advocates  
Attorneys for Plaintiffs

Dated: April 21, 2025



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Janeen Steel  
Vanaman German LLP  
Attorneys for Plaintiffs

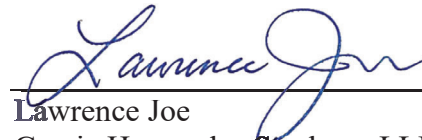
Dated: 4/21/2025, 2025



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Heather Zakson  
Learning Rights Law Center  
Attorneys for Plaintiffs

Dated: 5/23/2025, 2025



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Lawrence Joe  
Garcia Hernandez Sawhney LLP  
Attorneys for Defendants

**EXHIBIT 1****Oxnard Unified School District Data Regarding Number of Students  
Receiving Special Education Services<sup>1</sup>**

School Year	No. of Students Receiving Special Education Services (not including preschool or infant)	Total Enrollment	Percentage (%) of Students Receiving Special Education Services
2016-2017	1490	16822	8.86%
2017-2018	1569	16599	9.45%
2018-2019	1866	16134	11.57%
2019-2020	2127	15730	13.52%
2020-2021	2122	15132	14.02%
2021-2022	2229	14381	15.50%
2022-2023	2449	14171	17.28%
2023-2024	2390	13399	17.84%

<sup>1</sup> All data is derived from the California Department of Education California Longitudinal Pupil Achievement Data System (“CALPADS”).

**Exhibit 2 – Proposed Class Notices**  
**(to be updated per any instruction or requirement from the Court)**

**J.R. et al. v. Oxnard School District et al.:**  
**Notice of Proposed Class Action Settlement**

**Short Notice of Proposed Class Action Settlement**

There is a class action settlement that applies to the following class of students:

All students in the Oxnard School District who have or may have disabilities and who have been or will be subject to the District’s policies and procedures regarding identification and evaluation of students for purposes of providing services or accommodations under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and/or the Americans with Disabilities Act.

In June 2017, a lawsuit called *J.R. v. Oxnard School District*, Case No. 2:17-cv-04304-JAK-DTx was filed against the Oxnard School District (District). This lawsuit claimed that the District failed to identify and evaluate students who were suspected of having a disability that would require special education services.

In 2025, the Parties settled this lawsuit. In the Settlement, the District agreed to take steps to improve the way that the District identified, referred, and assessed students with suspected disabilities.

**To learn more:**

- visit <https://dralegal.org/case/j-r-v-oxnard-school-district/>

or

- call [insert DRA number to call]

**Full Notice of Proposed Settlement of Class Action Lawsuit**  
*J.R. v. Oxnard School District, Case No. 2:17-cv-04304-JAK-DTx*

**Who is affected by the Settlement?**

All students in the Oxnard School District who have or may have disabilities and who have been or will be subject to the District's policies and procedures regarding identification and evaluation of students for purposes of providing services or accommodations under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and/or the Americans with Disabilities Act.

**Please read this notice carefully. Your child's rights may be affected.**

The proposed settlement (the "Settlement" or "Agreement") resolves a lawsuit claiming that Oxnard School District discriminated against students with disabilities by failing to evaluate and identify them for services and supports.

**Your Legal Rights and Options in This Settlement**

- 1. You can do nothing:** You do not need to do anything to obtain the benefits of this Agreement. If you do nothing and the Settlement is approved, you will be bound by the terms of the Settlement.
- 2. You can object:** You may write to the Court if you do not like the Settlement. You can also go to the Fairness Hearing if you object to the Settlement.

**These rights and options are explained in this Notice**

**General Information**

**What is this lawsuit about?**

The lawsuit, *J.R. v. Oxnard School District*, Case No. 2:17-cv-04304-JAK-DTx, filed in the United States District Court for the Central District of California in 2017, was brought by individual students with disabilities in the Oxnard School District on behalf of a class of similar students. The organization, Primero Los Ninos, was also a Plaintiff in the lawsuit. The lawsuit alleges that the District violated federal laws that protect students

with disabilities by not providing special education evaluations or services when they showed clear signs of having a disability.

The District has denied these allegations and any wrongdoing.

### **What is a class action?**

A class action is when a few of the plaintiffs make their claims on behalf of a group of people who have similar issues. In this case, a group of plaintiffs brought this lawsuit on behalf of themselves and other Oxnard School District students who might also have been impacted by the District's policies and practices. The Plaintiffs are acting as the representatives on behalf of all the impacted students (also called the Class Members or the Class).

### **Why is there a settlement?**

The Court has not decided the case in favor of either side. Instead, the Plaintiffs and the District have agreed to settle the case. They believe that the Settlement they have reached is fair, adequate, reasonable, and in the best interests of the Class Members. In reaching this conclusion, the named Plaintiffs (also known as Class Representatives) and their lawyers have considered the benefits of the Settlement, the possible outcomes if the case continues, and the expense and length of continuing with the case and possible appeals.

### **What will happen if the Settlement is Approved.**

If the Settlement is approved by the Court, the District has agreed to take a number of actions to improve its process to refer and assess students with suspected disabilities for special education. This includes the following:

#### **1. Referrals of Students for Special Education Assessments:**

The District will update its policies and procedures to follow federal and state laws that require identifying, referring, and assessing students with suspected disabilities in a timely manner. The District agrees to the following:

- If the District staff has reason to suspect a student may have a disability, and that the student may need special education, the District will refer the student for assessment without delay.
- The District will document all requests for special education assessments.
- The District will not use the Student Success Team (SST) process instead of a referral for special education assessment, and will not require an SST prior to referral for special education assessment. Any student with or without a disability may still be referred for an SST to address educational or other challenges. The SST process will use targeted, evidence-based interventions, with quantitative data tracking.
- The District will follow California law in implementing universal dyslexia screening for students in grades K-2.
- When a parent/guardian, anyone on behalf of the parent/guardian, or teacher/staff makes an oral or written request for a special education assessment, the District will provide a written response to the parent/guardian within 15 days.
- The District will assess students in all areas of suspected disability and will complete special education assessments within 60 days of receiving parent/guardian's written consent to conduct those assessments.

## **2. Tracking:**

The District will use a web-based student information system (called "SIRAS") to manage and track SST referrals and process, SST student outcomes, special education requests, referrals, and assessments in the District. The District's Director of Special Education will monitor special education referral and assessment timelines using SIRAS with the support of the District's data technicians. A District administrator will monitor the SST process, also using SIRAS.

## **3. Training:**

The District will provide annual training for staff regarding their obligations under the law to identify students who may need special education services and refer them for assessment (also known as "Child Find"). This will include all general education teachers, special education teachers, school counselors, school psychologists, administrators, occupational therapists, and speech and language pathologists.

The District will also make available information regarding their Child Find obligations to all families of District students, to private schools and organizations in Oxnard, and on the District's website, to reach all students enrolled within the District as well as children that live within the boundaries of the District that are not enrolled in the District.

#### **4. Monitoring and Continuing Jurisdiction of the Court:**

The Federal District Court will maintain jurisdiction for two years after the Agreement is approved to make sure that the Agreement is enforced.

The attorneys for the Class will monitor the District's compliance with the Agreement. The District will provide the attorneys for the Class: updated policies and procedures, copies of training materials used for staff training, random samples of SST files (with identifying information crossed out or hidden), data on special education referrals, and specific enrollment data. If, after reviewing the materials and data, the attorneys for the Class determine that the District is not following the Agreement, the attorneys can take actions, including asking the Court enforce the District's compliance with the Agreement.

#### **How the Settlement affects class-wide claims.**

Under the Settlement Agreement, the Class gives up certain class-wide claims. This includes:

- *Claims for class-wide injunctive relief,*
- *That are related to allegations that the District failed to identify and evaluate students in need of special education in violation of the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504),*
- *That arose before the date the Settlement is effective or during the two years following the settlement, while the attorneys for the Class are monitoring compliance with the Agreement.*

This means that no Class Representative or Class Member can bring another case challenging the system that the District has in place to meet its Child Find obligations, during the time covered by the Agreement.

Nothing in the Agreement releases any individual claims. You do not give up your right to file a due process complaint on behalf of your child for individual claims against the District on any matter under IDEA or related California Education Codes.

### **When will the court decide if it approves the Settlement?**

The Court will hold a hearing, called a “Fairness Hearing” on **[Date and time], in the Courtroom of the Honorable Judge John A. Kronstadt at the First Street Courthouse, 350 W. First Street, Courtroom 10C, Los Angeles, CA 90012, to decide whether the proposed Settlement Agreement is fair, adequate and reasonable, and should be finally approved.** If you choose to attend, instructions are below.

### **Do I have a lawyer in this case?**

Yes. If your child is a Class Member, attorneys from Disability Rights Advocates, Learning Rights Law Center, and Vanaman German LLP represent you and your child solely for the purposes of this Settlement. You will not be charged for being represented by the lawyers in this case. If you want to get your own lawyer, you may hire one at your own expense.

### **Will the lawyers in this case be paid?**

Yes. The Settlement Agreement states that the attorneys for the Class can seek reasonable attorneys’ fees from Oxnard School District. You will not be responsible for any attorneys’ fees under the Agreement. The Parties will first negotiate and then the Court will decide how much they should get. [section to be modified depending on Court instruction] The payment of attorneys’ fees will not impact the training, policies and practices that the District has agreed to put in place.

The attorneys for the Class shall also be entitled to be paid for their time and costs spent on monitoring the work that the District does to meet the promises in the Settlement Agreement. The amount that the attorneys are paid for that work will not impact the training, policies and practices that the District has agreed to put in place either.

### **What if I object to the Settlement?**

## **How do I tell the Court that I do not like the Settlement?**

If your child is a member of the Class, you can object to the Settlement if you do not agree with it. You can give reasons why you think that the Court should not approve the Settlement so that the Court can consider your views. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court denies the Settlement, the actions outlined in this notice will not occur and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and (a) clearly identify the case name and number (*J.R., et al. v. Oxnard School District, et al.* Case Number 17-cv-04304-JAK-DTx), (b) be submitted to the Court, with a copy to the attorneys listed below, either by mailing it to the Clerk, United States District Court for the Central District of California, First Street Courthouse, 350 W. First Street, Los Angeles, CA 90012, or by filing it in person at any location of the United States District Court for the Central District of California and (c) be filed or postmarked on or before \_\_\_\_\_, 2025. You may also appear at the hearing on \_\_\_\_\_ to object to the Settlement.

**IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT APPEAR OR FILE ANYTHING IN WRITING.**

**IF YOU DO NOT TIMELY MAKE AN OBJECTION AS DESCRIBED ABOVE, YOU WILL HAVE WAIVED YOUR OBJECTION AND SHALL BE PREVENTED FROM MAKING ANY OBJECTION TO THE SETTLEMENT AGREEMENT.**

**IF YOU PLAN ON ATTENDING THE FAIRNESS HEARING TO OBJECT TO THE SETTLEMENT YOU MUST STATE THIS IN YOUR OBJECTION.**

## **When will the Court make a decision about approving the Settlement?**

The Court will hold a Fairness Hearing on [DATE at TIME] in the Courtroom of the Honorable Judge John A. Kronstadt, First Street Courthouse, 350 W. First Street, Courtroom 10C, Los Angeles, CA 90012, to determine whether the proposed Settlement Agreement is fair, adequate and reasonable, and should be approved. If there are objections, the Court will consider them. After the hearing, the Judge will decide whether to approve the Settlement.

## **Do I have to attend the Hearing?**

No. The lawyers for the Class (Disability Rights Advocates, Learning Rights Law Center, and Vanaman German) will attend the hearing and answer any questions the Judge may have about the case.

You are welcome to attend the hearing if you like, but you must pay for your own travel to the hearing.

If you send an objection letter, you do not have to come to the hearing. All you must do is send your written letter by the deadline. If you have your own lawyer, you may also pay your lawyer to be at the hearing, but that is up to you.

## **What if I do not do anything?**

You do not need to do anything for your child to receive the future protections from this Settlement.

## **Getting More Information**

### **Are there more details about the Settlement?**

This notice summarizes the Settlement. There are more details in the Settlement Agreement itself. If this notice is different from the Agreement, the terms of the Agreement are correct.

You can receive a copy of the Agreement by visiting:

<https://dralegal.org/case/j-r-v-oxnard-school-district> You can also request a copy of the Agreement or ask questions about the case or Agreement by contacting the attorneys for the class listed below:

**[INSERT SINGLE EMAIL AND TELEPHONE NUMBER]**

You can also access all of the documents filed in court (the Court docket) in this case through any of the following ways:

- Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>

- Visiting the office of the Clerk of the Court for the United States District Court, Western Division, Records Department, Los Angeles Courthouse, 255 East Temple Street, Suite TS-134, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays.

Detailed information on how to request and obtain copies of the Court documents is located on the Court's website at

<https://www.cacd.uscourts.gov/records>.

**Please do not call the Court or the Court Clerk's office to ask about this Settlement.**